

ARTICLE I – ACCEPTANCE

1. Maxicare shall extend, during the effectivity of this Agreement, healthcare and health maintenance services and programs to Members who would qualify as bona fide Members of Maxicare upon payment of appropriate Membership Fees and registration by Member. For minor Member, it is hereby understood that the payor/legal guardian has agreed on the terms and conditions of this Agreement on behalf of the Member.
2. Within fifteen (15) days from receipt of this Agreement, the Member may cause the cancellation or revocation of this Agreement by returning the Maxicare Card or e-voucher and this Agreement to Maxicare. Maxicare shall thereafter cancel or revoke the membership and the Membership Fee paid shall be returned in full. Failure to cancel or revoke this Agreement within the period set shall be understood as an acceptance of all the terms and conditions provided hereunder. Any availment within the 15-day period shall also mean acceptance of this Agreement.
3. Maxicare reserves the right to amend or modify the provisions of this Agreement during the effective term, provided that it shall give the Member notice before the amendment takes effect.
4. Maxicare shall extend and provide the following healthcare benefits and coverage for the Members on the date of coverage (the "Effective Date"). All other procedures, conditions, and benefits not listed below are covered, whenever Medically Necessary in the medical management of the Member subject to the exclusions, limitations and conditions specified in this Agreement.

HEALTHCARE BENEFITS		PLAN PER COVERAGE/LIMIT
I. ANNUAL BENEFIT LIMIT		
1	Annual Benefit Limit (ABL)	One-time availment only, up to Php50,000/year
II. PRE-EXISTING CONDITIONS		
1	Dreaded Conditions	Covered subject to ABL
2	Non-Dreaded Conditions	Covered subject to ABL
If a Member is enrolled under an Agreement that covers Pre-existing Conditions from the Effective Date of the Member's coverage, then the Member shall be covered for any Pre-existing Condition from the Effective Date of the Member's coverage under that same Agreement.		
III. EMERGENCY CARE		
1	Doctor services, X-Rays, laboratory and diagnostic examinations, and other medical services related to the emergency treatment of the patient	Covered subject to ABL
2	In Non-Affiliated Hospitals.	Not covered
3	Outside the Philippines.	Not covered
4	Areas without Affiliated Hospital	Not covered
5	Ambulance Service (Affiliated Hospital/Medical Clinic to Affiliated Hospital/Medical Clinic).	Not covered
6	Ambulance Service (Non-Affiliated Hospital/Clinic to Affiliated Hospital/Medical Clinic).	Not covered
IV. IN-PATIENT CARE		
<i>In-Patient care will be covered only once the member from Emergency care is requested and medically necessary for confinement.</i>		

1	Room and Board Accommodation	Subject to the Member's Room and Board limit	
2	All other items directly related in the medical management of the patient, as deemed medically necessary by the Attending Affiliated Physician	Subject to ABL	
3	Room upgrade in case of room unavailability	Covered until room availability	
V. DIAGNOSTIC / THERAPEUTIC PROCEDURES WITH SPECIFIC LIMITS			
1	All diagnostic / therapeutic procedures medically necessary for treatment during In-Patient availment	100% of Actual Cost subject to ABL	
VI. CONDITIONS WITH SPECIFIC LIMITATIONS			
		INPATIENT	OUTPATIENT
1	Initial Treatment within 24 hours from time of bite of Animal bites	Covered for Emergency Care leading to confinement only, subject to ABL	Covered for Emergency Care only, subject to ABL
2	Succeeding treatment after 24 hours from time of bite of Animal bites	Covered for Emergency Care leading to confinement only, subject to ABL	Covered for Emergency Care only, subject to ABL
3	Vaccines for treatment of tetanus and animal bites	Covered for Emergency Care leading to confinement only, subject to ABL	Covered for Emergency Care only, subject to ABL
4	Scoliosis including necessary procedures, except physical therapy sessions, whether congenital, pre existing, developmental or acquired	Covered for Emergency Care leading to confinement only, subject to ABL	Covered for Emergency Care only, subject to ABL
5	Congenital Conditions except physical therapy sessions and developmental disorders	Covered for Emergency Care leading to confinement only, subject to ABL	Covered for Emergency Care only, subject to ABL
6	Hepatitis B except vaccines and screening	Not Covered	Not Covered
7	Treatment of work-related injuries of high-risk occupations such as but not limited to construction workers, miners, loggers and drillers.	Covered for Emergency Care leading to confinement only, subject to ABL	Covered for Emergency Care only, subject to ABL
VII. GROUP LIFE INSURANCE WITH ACCIDENTAL DEATH, DISMEMBERMENT & DISABLEMENT (ADD&D) BENEFITS			
1	Insurance Provider	The Manufacturers Life Insurance Co. (Phils.), Inc.	
2	Death (Amount of Insurance)	P50,000	
3	Age Eligibility	Adult Member: eighteen (18) to sixty-five (65) years old Minor Member: fifteen (15) days old to seventeen (17) years old	

Note: In case a Member is cancelled/terminated due to availment of Emergency Care, coverage for Group Life Insurance with ADD&D shall follow the expiry date indicated on the kit as part of this Agreement.

VIII. INTERNATIONAL ASSISTANCE PROGRAM

1	Insurance Provider	Assist America
2	Worldwide Travel Assistance	Covered
3	Emergency Medical Evacuation and Repatriation of Mortal Remains	Covered

Note: Coverage begins when a member is travelling more than 150 kilometers away from place of residence.

IX. EXCLUSIONS AND LIMITATIONS

Notwithstanding any provisions to the contrary, the following shall not be covered:

1	All Out-patient Medical Services.
2	Services obtained for non-emergency conditions from Physicians and Hospitals in any of the following circumstances: a. Non-Affiliated Physicians in non-Affiliated Hospitals; b. Non-Affiliated Physicians in Affiliated Hospitals; Affiliated Physicians in non-Affiliated Hospitals or other non-affiliated healthcare facility.
3	Additional hospital charges and physician's Professional Fees resulting from: a. Room-upgrading beyond Member's allowable time during emergency care; b. Extension of hospital stay despite release of discharge order from Member's attending physician; c. Fees of the assistant surgeons / resident doctors who assisted the Attending Physician in the process of rendering the services shall not be chargeable to the Member and/or Maxicare except for hospitals that do not have resident physicians to assist during surgeries subject to the prior approval of Maxicare; d. Use of extra bed, TV, electric fan, DVD/ VCD, and other similar items unless such appliances and items are necessarily and ordinarily included in the Member's Room & Board Accommodation; e. Extra food; f. Toilet articles like face towel, soap, toothbrush and the like; g. Difference in room and board, the incremental rate differences for Professional Fees, diagnostic and laboratory examinations, and other ancillary medical services brought about by obtaining a room accommodation higher than the Member's Room and Board Accommodation limit; h. Services of a private or a special nurse; and i. All other items not medically necessary in the medical management of the patient.
4	Custodial, domiciliary, convalescent and intermediate care.
5	Long-term rehabilitation and psychiatric care and/or psychological illnesses and conditions including neurotic and psychotic behavior disorders; anxiety disorders.
6	Treatment for injury and its complications resulting from self-inflicted injuries including infections as a result of tattoos, piercing of the ear or in any body part, whether self-inflicted or done by a third party or attempted suicide or self-destruction, whether sane or insane.
7	Developmental disorders including functional disorders of the mind, such as but not limited to Attention-Deficit Disorder (ADD)/Attention-Deficit Hyperactivity Disorder (ADHD), Autism Spectrum Disorders, Bipolar Disorders, Central Auditory Processing Disorder (CAPD), Cerebral Palsy, Down Syndrome, Neural Tube Defects, and Mental Retardation.

8	<p>Treatment of any injury received when there is:</p> <ul style="list-style-type: none"> a. Negligence b. Unauthorized use of prohibited drugs or regulated drugs c. Alcoholic liquor intake d. Direct or indirect participation in the commission of a crime whether consummated or not e. Violation of a law or ordinance f. Unnecessary exposure to imminent danger, knowingly or unknowingly or hazard to health, by the member. <p>Note: Maxicare shall be given a copy the police or doctor's report (the "Report"), if any. To determine whether or not such treatment is an exclusion under this paragraph, Maxicare may rely on the Report, as well as on the evaluation of its own Medical Resource Group provided, however, that if Maxicare has yet to receive the Report or the evaluation of its Medical Resource Group, the Member shall shoulder the expenses for medical treatment subject to Maxicare's reimbursement should it be found, after submission of pertinent documentary evidence, that the treatment is not an exclusion under this paragraph. Reimbursement will be based on Maxicare standard rates and will be based on the terms and conditions of this Agreement.</p>
9	Aesthetic, cosmetic and reconstructive surgery or any consultation or treatment for any beautification purposes except if necessary to treat a functional defect due to accidental injury within the initial confinement.
10	Oral surgery following accidental injury to teeth for purposes of beautification. Dental examinations, extractions, fillings, other dental treatment and their complications except to the extent that are medically necessary for repair or alleviation of damage to the Member caused solely by an accident. Medical care resulting from any dental related conditions.
11	Maternity care and all other conditions, including pre and post-natal consultations, related to and/or resulting from pregnancy and/or delivery which affect the conditions of the Member and the unborn child.
12	Circumcision (except for treatment of urological conditions), sex transformation, diagnosis, treatment and procedures related to fertility or infertility, artificial insemination, sterilization or reversal of such and their complications.
13	Experimental medical procedures and its complications.
14	Acupuncture, chirotherapy and other forms of alternative medicine and their complications.
15	All expenses incurred in the process of organ donation and transplantation if the Member is the donor of such donation or transplantation, and its complications.
16	Routine physical examinations required for obtaining or continuing employment, requirement in school, insurance/travel, government licensing, health permit and other similar purposes.
17	Purchase or lease of durable medical equipment, oxygen dispensing equipment, and oxygen, except during covered in-patient care.
18	Corrective appliances, prosthetics and orthotics such as but not limited to eye glasses and contact lenses, hearing aids, pacemaker, artificial limbs, valves, knee-tibial insert for total knee arthroplasty, vascular grafts, titanium thread, myringotomy tube, intravascular catheters, vascular stents, bone screws/plates, pins, wires, balloons, orthopedic internal fixator/fixation systems, orthopedic external fixator/fixation systems, intraocular lens, braces, crutches, herniorrhaphy mesh or mesh used for herniorrhaphy.
19	<p>Take-home medicines and out-patient medicines except</p> <ul style="list-style-type: none"> a. Chemotherapy medicine (except for cancer treatment) <p>Medicine administered during an emergency treatment.</p>
20	Congenital, genetic, and hereditary diseases and their complications (except for hernias) affecting functions of individuals.
21	All physical deformities prior to enrollment.
22	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.

23	Injuries resulting from direct participation in riots, strikes, and other civil disturbances.	
24	Treatment of injuries or illnesses resulting from war or any combat-related activities while in military service.	
25	Sexually transmitted diseases, genital warts, AIDS and AIDS related diseases	
26	Pre-existing Conditions	Modified: Refer to Article I.4, Healthcare Benefits II
	a. Dreaded	
	b. Non-dreaded	
27	Treatment for Chronic Dermatoses.	
28	Infectious diseases (i.e. Avian Flu, Meningococemia, etc.) that are declared epidemic or pandemic by the Department of Health, World Health Organization or any recognized health authority.	
29	Hepatitis B and screening and vaccines for all types of Hepatitis.	
30	Benefits covered by PhilHealth and all other government funded healthcare entitlements as provided for by law.	
31	Speech therapy for developmental and congenital diseases.	
32	Weight reduction programs, surgical operation or procedure for treatment of obesity, including gastric stapling or balloon procedures and liposuction	
33	Cost of vaccines and immunization including its administration.	
34	Cost of medico-legal cases.	
35	Routine medical examination or check up or medical examination for employment or medical examination for travel.	
36	Intravenous Immunoglobulin (IVIG).	
37	Cost of the medical services and Professional Fees in excess of the ABL.	

ARTICLE II – DEFINITION

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. AFFILIATED HOSPITAL: A duly licensed hospital included in the list of affiliated hospitals of Maxicare with which Maxicare has an existing and valid service agreement where a Member can avail of Medical Services pursuant to this Agreement.
3. AFFILIATED MEDICAL CLINIC: A duly licensed medical health care facility included in the list of affiliated medical clinics of Maxicare which has an existing and valid affiliation agreement with Maxicare where a Member can avail of Medical Services pursuant to this Agreement.
4. AFFILIATED PHYSICIAN OR SPECIALIST: A duly licensed physician or specialist affiliated by Maxicare and named in the list of Maxicare's affiliated physician with whom Maxicare has made arrangements to provide the required services under this Agreement.
5. AGREEMENT: This Membership Agreement, and any other contracts or documents relevant to the relationship between the Member and Maxicare.
6. ANNUAL BENEFIT LIMIT (ABL): The maximum liability that Maxicare shall assume for all covered services rendered to a Member within the term of this Agreement

7. **AUTHORIZED REPRESENTATIVE:** A person duly authorized by Maxicare to approve the provision of medical services of claims reimbursements to a Member.
8. **BALANCE BILLING:** It is the act of an Affiliated Physician and other health practitioners to charge Members for the difference between their desired higher Professional Fees and the agreed Maxicare standard Professional Fees for services rendered.
9. **CONFINEMENT/HOSPITALIZATION:** The state of being admitted in an Affiliated Hospital or Affiliated Medical Clinic.
10. **CONGENITAL DISEASE:** A disease or disorder that may or may not be present or manifest at birth, which may be a result of genetic abnormalities and intrauterine conditions such as but not limited to errors of morphogenesis or chromosomal abnormalities. Congenital Disease includes but not limited to the following:
 - a. **Congenital physical anomaly:** an abnormality of the structure of a body part that may or may not be present or manifest at birth.
 - b. **Congenital Malformation:** a congenital physical anomaly.
 - c. **Genetic Disorder/Chromosomal Aberration:** An illness or condition caused by one or more abnormalities in the genome, which may be present at birth or recognized until later in life, such as but not limited to Thalassemia and Hemophilia.
11. **CONSENT:** Any freely given, specific, informed indication of will, whereby the Member agrees to the collection, processing, sharing of personal information about and/or relating to him or her, includes personal, sensitive and privileged information. Consent shall be evidenced by written, electronic or recorded means. It may also be given on behalf of a Member by a lawful representative or an agent specifically authorized by the Member to do so.
12. **CONVALESCENT CARE:** The recovery of health and strength after an illness or injury.
13. **CUSTODIAL OR MAINTENANCE CARE:** The degree of care furnished primarily to provide room and board, which may or may not include nursing care, training, personal hygiene, and other forms of self or supervisory care, to those persons who are physically or mentally disabled or both AND
 - a. Who are not under any specific medical, surgical or psychiatric treatment to reduce the existing disability to the extent medically necessary to enable the patient to live outside an institution providing such care; or
 - b. When despite such treatment, there is no reasonable possibility that the disability will be reduced or diminished.
14. **DATA PRIVACY LAWS:** Republic Act No. 10173, otherwise known as the Data Privacy Act of 2012, as well as its Implementing Rules and Regulations ("IRR").
15. **DEVELOPMENTAL DISORDER:** Disorders that interrupt normal development of a child which may affect a single area or several areas of development. These developmental disorders may respond to interventions such as, but not limited to, speech therapy, physical therapy and occupational therapy. Examples: Autism, cerebral palsy, attention deficit hyperactivity disorder (ADHD), mental retardation.
16. **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.
17. **DOMICILIARY CARE:** Degree of care provided in the patient's home when in-patient care is not medically necessary.
18. **DREADED CONDITION:** A condition (i) that is considered to be chronic, progressive, and life-threatening or which may have complications or may entail lifelong therapy; or (ii) wherein complete cure cannot be ensured.
19. **EFFECTIVE DATE:** The effective date of this Agreement, wherein all the benefits and coverage pursuant to this Agreement shall be made available to the Member, subject to the terms and conditions hereof.
20. **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 but in any case, not later than twenty-four (24) hours after the onset. Heart attacks, cardiovascular accidents, poisonings, loss of consciousness or respiration and convulsions are some examples of emergency conditions.
21. **EXPERIMENTAL MEDICAL PROCEDURE:** Experimental or investigational medical service, procedure or supply:

- a. A service, procedure or supply including, but not limited to the diagnostic service, treatment, facility, equipment, drug or device is considered experimental or investigational if any of the following criteria are met:
 - b. A medical society or regulatory agency deems it experimental; or
 - c. The services, procedures or supplies requiring Governmental body approval, such as drugs and devices, do not have unrestricted market approval from the Food and Drug Administration (FDA) of the Philippines or US FDA or Final approval from any other governmental regulatory body for use in treatment of a specified condition. Any approval that is granted as an interim step in the regulatory process is not a substitute for final or unrestricted market approval; or
 - d. There is insufficient or inconclusive medical and scientific evidence to evaluate the therapeutic value of the service, procedure or supply for the given diagnosis or indication.
22. MAXICARE CARD: The prepaid card issued by Maxicare containing a unique card number which will be used for registration and activation of Membership.
 23. ILLNESS: A poor health or poor physical condition marked by a pathological deviation from normal healthy state caused by disease or sickness.
 24. INJURY: Physical damage or trauma arising wholly and exclusively from an Accident or other events of violent or external, and visible nature.
 25. IN-PATIENT MEDICAL SERVICES: The hospitalization services which include accommodations, medicines and supplies, procedures and/or surgery whenever medically necessary, furnished to a patient admitted in an Affiliated Hospital.
 26. INTERMEDIATE CARE: A level of nursing care service that provides long-term care for the chronically ill, disabled or elderly people.
 27. LETTER OF AUTHORIZATION (LOA): Letter of authorization duly issued by Maxicare to, and signed by, the Member which shall serve as the authority of the latter to avail of the Medical Services.
 28. MAXICARE COORDINATOR: A duly licensed medical practitioner designated by Maxicare in an Affiliated Hospital or Affiliated Medical Clinic to direct and supervise the extension of Medical Services to Members, and who may render medical advice, prescribe medication or treatment, issue referrals to Affiliated Specialists, and request for laboratory examination and hospitalization, upon consultation by Members.
 29. MEDICALLY NECESSARY: A Medical Service, as determined by Maxicare, 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 Affiliated Physician or Specialist, (d) performed in the most cost effective manner required by the medical condition and (e) consistent with the terms and conditions of this Agreement.
 30. MEMBER: who is eligible, has been accepted for Membership by Maxicare after complying with the Membership Eligibility, and is currently enrolled under this Agreement.
 31. MEMBERSHIP: refers to membership in Maxicare, pursuant to this Agreement.
 32. MEMBERSHIP FEES: refer to the fees for the enrollment of the Members, as specified in the Statement of Account.
 33. OUT-PATIENT MEDICAL SERVICES: The Medical Services which include consultations, treatment, laboratory, diagnostic examinations, and/or ancillary procedures provided to a Member by an Affiliated Physician or Specialist, excluding the In-Patient Medical Services rendered to such Member.
 34. PARTY/PARTIES: Individually / collectively refer to Maxicare and Member.
 35. PERSONAL INFORMATION: Any information, whether recorded in a material form or not, from which the identity of the Member is apparent or can be reasonably and directly ascertained by the entity holding the information, or when put together with other information would directly and certainly identify the Member.

36. PHILHEALTH: Philippine Health Corporation, an entity administering the National Health Insurance Program of the Philippines.
37. PHYSICIAN, SURGEON, SPECIALIST, OR DOCTOR: A person qualified by degree and duly licensed or registered to practice medicine in the geographical area in which he serves. This person must not be a relative of the Member up the third degree of consanguinity and affinity.
38. PRE-EXISTING CONDITION: An illness, injury or condition shall be considered pre-existing if: (1) any professional advice or treatment has been obtained for such illness, injury, or condition prior to the Effective Date of Member's coverage, (2) such illness, injury or condition was evident upon medical examination in connection with the Member's application, and (3) the pathogenesis of such illness, injury or condition can be clinically determined to have started prior to the Effective Date of the Member's coverage or at the time of processing of the Member's application, whether or not the Member is aware of such illness or injury.
39. PROFESSIONAL FEES: As distinct from Surgeon and Anesthesiologist's Fees, fees paid to licensed medical professionals including but not limited to an Occupational Therapist, Physiotherapist, Attending Physician's visits or Pathologists.
40. REASONABLE CHARGES: Professional fees of non-Affiliated Physicians for services rendered to Members which do not exceed the standardized /terms of the Affiliated Physicians/Specialists. In cases where Maxicare does not have a standard professional fee for the professional service rendered, Maxicare reserves the right to determine the amount of reasonable charges for the said service.
41. REHABILITATION CARE: The restoration of a person's ability to function as normally as possible after an illness or injury.
42. RELATED CONDITION: An illness, condition, or disease which is associated with the particular diagnosis in question either as a direct symptom or sign, a risk factor, an underlying cause, a part of a syndrome, or a complication including complications of diagnostics and treatment.
43. ROOM AND BOARD ACCOMMODATION: The pre-assigned type of hospital room and board by Maxicare to the Member based on the benefit and coverage of the health care plan under this Agreement.

ARTICLE III – INTERPRETATION

1. In this Agreement, unless the context otherwise requires, words importing the singular number shall include the plural and vice versa, and words importing the masculine shall include the feminine and neuter gender and vice versa.
2. Any reference to Articles is a reference to Articles in this Agreement, shall be deemed integral parts hereto. Any reference to any document, instrument or agreement (i) shall include all exhibits, schedules and other attachments thereto; (ii) shall include all documents, instruments or agreements issued or executed in replacement thereof; and (iii) shall mean such document, instrument or agreement, or replacement or predecessor thereto, as amended, modified and supplemented from time to time in accordance with the terms thereof and in effect at any given time.
3. The headings of the Articles and paragraphs herein are inserted for ease of reference only and shall not affect the interpretation thereof or of this Agreement. Unless otherwise provided, any reference to "writing" or cognate expressions includes a reference to telex, cable, facsimile transmission, email or comparable means of communications. All consents and approvals to be obtained hereunder shall be in writing.
4. Any reference to a person includes its permitted successors and assigns.
5. The words "include", "includes" and "including" are not limiting and shall be deemed to be followed by the words "without limitation," whether or not so followed. The words "hereof", "herein" and "hereunder" and words of similar import when used in any document shall refer to such document as a whole and not to any particular provision of such document.
6. Any reference to "days" shall mean calendar days, unless the term "Business Days" is used, and any reference to "month" shall mean a calendar month.
7. Words denoting persons shall include individuals, corporations, partnerships, joint ventures, trusts, unincorporated organizations, political subdivisions, agencies or instrumentalities.

ARTICLE IV – BENEFITS AND COVERAGE

1. Maxicare shall extend and provide during the effectivity of this Agreement all the benefits pertaining to Membership, subject to the terms and conditions stipulated herein.
2. This Agreement and the benefits appurtenant thereto shall apply only within the territorial jurisdiction of the Philippines.
3. Maxicare undertakes to arrange the availment of the Members' emergency healthcare benefits in Affiliated Hospitals/Medical Clinic as specified in the Agreement, subject to the exclusions, limitations and conditions specified in this Agreement.
4. The Emergency Care shall be subject to the following general conditions:
 - i. In Affiliated Hospital: If the emergency treatment has been administered in an Affiliated Hospital and the Member still requires confinement, Maxicare shall provide the in-patient benefits subject to the provisions of this Agreement.

If at the time of the confinement, the Affiliated Hospital has no available room in accordance with the Member's Room and Board Accommodation, the Member may opt to avail of a room accommodation which is higher than his Room and Board Accommodation but Maxicare will only cover the incremental rate differences for the room upgrade, professional fees, diagnostic and laboratory examinations, and other ancillary medical services based on the benefit stipulated under Article I.4, Healthcare Benefits IV of this Agreement. The said charges and expenses shall be subject to the Member's ABL. All incremental costs incurred after the said limit shall be for the personal account of the Member.
 - ii. In all these circumstances, Maxicare reserves the right to validate whether the treatment received is emergency in nature and/or the illness or condition is covered under the provisions of this Agreement.
5. IN-PATIENT CARE. Coverage of in-patient benefits, shall be subject to the following conditions:
 - i. The hospital confinement must be recommended by an Affiliated Physician from Emergency care, and approved by the duly Authorized Representative of Maxicare in that Affiliated Hospital prior to confinement.
 - ii. The confinement shall be in an Affiliated Hospital and in accordance with the Member's Room and Board Accommodation.
 - iii. Professional services shall be provided only by Affiliated Physicians and/or Maxicare Coordinator.
 - iv. If a Member for whom discharge order has been issued by the Attending Physician refuses to be discharged, Maxicare shall no longer be responsible for all hospital expenses and Professional Fees incurred after the specific time or hour the Member should have been discharged. Such expenses shall be charged to the personal account of the Member.
 - v. Maxicare shall issue the requisite Letter of Authorization (LOA) and other necessary documents prior to the availment of any In-patient Care.
6. PHILHEALTH COVERAGE: It is hereby declared and agreed that this Agreement is integrated with PhilHealth.
 - a. For Member who is entitled to receive PhilHealth benefits but opt not to file for PhilHealth benefits, the computation of ABL shall be inclusive of PhilHealth benefits which they would be entitled to receive.
 - b. For Non-PhilHealth Member, Maxicare shall cover the PhilHealth portion. The total benefit limit payable to the affiliated hospital, inclusive of PhilHealth benefits, is subject to the one-time ABL.
7. BALANCE BILLING: Maxicare shall maintain a list of preferred Affiliated Physicians and Specialists. Upon availment, the Member shall be directed by Maxicare to the appropriate Affiliated Physician/Specialist on the list. If the Member insists on availing the services of an Affiliated Physician/Specialist not referred by Maxicare and Balance Billing results, the Member shall be responsible for the additional charges. In no case shall the Member demand reimbursement from Maxicare for the Balance Billing charged by the Affiliated Physician/Specialist to the Member.

ARTICLE V – PROCEDURE ON AVAILMENT

The benefits and services conferred under the Emergency Care and In-Patient must be claimed in accordance with the procedure set forth below.

For Emergency Conditions as defined under Article II.20, the Member may proceed to the emergency room of the nearest affiliated hospital/clinic. Member must present his/her Maxicare Card or e-voucher together with a valid ID. Once confinement is determined, Maxicare prepares the LOA, which contains Maxicare's extent of coverage on availment. This is issued by the Maxicare representative to the hospital where the Member is admitted.

All provisions indicated in the LOA shall be discussed by the Maxicare representative with the Member on the first or second day of confinement. This informs the Member of any charges that will not be shouldered by Maxicare, as well as other requirements pertinent to the availment. The Member must indicate his conform to the LOA provisions by signing the same.

ARTICLE VI - LIMITATIONS IN SERVICES

The rights of the Member and obligations of Maxicare are subject to the following limitations:

1. If a major disaster or epidemic causes unavailability of facilities or personnel, or if circumstances not within the control of Maxicare such as complete or partial destruction of facilities, war, riot, civil insurrection, labor disputes, or similar causes occur, Maxicare shall not be held liable for any delay or failure to provide services to the Member. Maxicare shall, however, exert its best effort to provide services to the Member, as the circumstances permit.
2. Maxicare's liability for Emergency Care Benefits for any one-year period with respect to any particular disease/condition and their complications shall be limited to the Member's ABL and one-time availment only.
3. Maxicare's obligation with respect to the Professional Fees of Affiliated Physician/Specialist for specific Medical Services shall be limited to the agreed Maxicare standard Professional Fees.
4. If the Member refuses to follow the recommended treatment or procedures and the Affiliated Physician believes that no professionally acceptable alternative exists, then Maxicare shall no longer be responsible to provide care for the condition under treatment while such refusal exists. Further, if the earlier refusal resulted in the aggravation of the medical condition, Maxicare shall no longer be responsible for the treatment thereof.
5. If a Member refuses to comply with established rules, regulations and procedures of the chosen hospitals or clinics and by reason of which services are denied, Maxicare shall not be liable for any claims, charges or damages caused to the Member.
6. Maxicare is not liable for any claims, charges or damages, legal fees or litigation cost incurred by or caused to the Member by the acts of the doctors or physicians in the course of the delivery of the Medical Services, whether In-Patient or Emergency. It is hereby understood that the liability of Maxicare is limited to the payment of hospital bills, Professional Fees and all medical expenses directly related to the medical management of the Member.

ARTICLE VII - MEMBERSHIP FEES

1. **AMOUNT OF MEMBERSHIP FEES:** For the services covered in this Agreement, Member shall pay Maxicare a Membership Fee per Member.
2. **MEMBERSHIP DUE:** Every Member is required to pay the Membership Fees. The Membership Fee shall be payable in advance.
3. **PAYMENT:** Membership dues may be paid at Maxicare Head Office or at such other places as may be designated by Maxicare.
4. **GRACE PERIOD FOR PAYMENT OF MEMBERSHIP FEES:** No grace period applicable since payment is required prior effectivity of coverage.
5. **REFUND OF MEMBERSHIP FEE:** There shall be no refund of Membership Fee after the fifteen (15) day period as specified on Article I, item 2.

ARTICLE VIII – MEMBERSHIP

1. **MEMBERSHIP ELIGIBILITY:** The person described below is eligible to enroll under this Agreement. The age shall refer to the age of the Member upon Effective Date of this Agreement. The Member may therefore maintain his Membership until the expiration of this Agreement.

- a. Adult Member: eighteen (18) years old up to sixty-five (65) years old.
 - b. Minor Member with legal guardian: fifteen (15) days old up to seventeen (17) years old
2. INVALIDATION OF MEMBERSHIP: Failure to disclose any material information about a Member, including but not limited to gender, date of birth, or medical information, whether intentional or unintentional, shall automatically invalidate the coverage of the Member effective from the date of coverage. 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. Member shall reimburse Maxicare the difference between the costs of previous Medical Services rendered to such Member and the Membership Fee.
 3. TERMINATION OF MEMBERSHIP: The rights of Member shall be extinguished at any of the following dates:
 - a. After first availment of Member;
 - b. Expiry date of this Agreement;
 - c. Effective immediately, when the Member has fraudulent availment or material misrepresentations or misstatements for the purpose of availing Maxicare benefits;
 - d. Effective immediately, when the Member enters military, naval or air service of any country or international authority;
 - e. Effective immediately, when the Member fails to observe the terms and conditions of this Agreement or fails to act with
 4. PROCESSING FEE: For lost ID Cards, filled-out Maxicare statement of loss ID card form, photocopy of front and back portion of a valid ID with picture or notarized affidavit of loss and a valid proof of payment of processing fee of ₱200 per card shall be submitted to Maxicare within thirty (30) days from the date of loss.

ARTICLE IX – TERM AND TERMINATION

1. EFFECTIVE DATE: Unless otherwise provided herein, this Agreement shall commence on the date specified as part of this Agreement and shall be effective for a term of one (1) year or until the Member's first availment, whichever is earlier.
2. TERMINATION OF AGREEMENT.
 - a. Maxicare shall have the right to immediately terminate this Agreement in the event that:
 - i. Any material representation or warranty made by the Member is false or untrue when made; or if Member commits any act with the intent to defraud Maxicare; and
 - ii. If Member is in material breach of the Agreement and has failed to cure such breach within thirty (30) days after its receipt of written notice from Maxicare.
 - b. All Medical Services and coverage under this Agreement shall terminate on the termination date, without prejudice to any claim for covered Medical Services rendered to a Member prior to the termination date.
3. CANCELLATION OF MEMBERSHIP. Membership shall be cancelled on the (a) Expiry date of the Agreement; (b) Upon reaching the benefit limit; or (c) After the first emergency availment.

ARTICLE X – GENERAL PROVISIONS

1. ENTIRE CONTRACT: This Agreement, Maxicare EReady Advance Kit, welcome letter, confirmation thru email and SMS and/or any stipulation or endorsement attached to this Agreement, and the membership terms and conditions shall constitute the entire contract between Maxicare, and the Member. All statements and information provided to Maxicare shall be deemed representations and warranties made by the Member himself for purposes of applying the provisions of this Agreement. The execution of this Agreement between the Parties shall constitute as execution of this Agreement by the Parties. This Agreement supersedes all prior undertakings, arrangements, representations, agreements, whether verbal or written between the Parties. Furthermore, by availing the services of Maxicare, the Member agrees to abide by all the membership terms and conditions contained in the Agreement and published via Maxicare website at <https://maxicare.ph/member-terms> .
2. NON-TRANSFERABILITY: All benefits in this Agreement are not transferable or assignable. Member may not assign any of its rights or delegate any of its obligations under this Agreement.
3. AUTHORITY TO PROCESS AND DATA PRIVACY:

- a. Member hereby agrees and understands that in the course of providing service/s to the Member, Maxicare shall engage the services of, and/or interact with, other third parties, such as, but not limited to its parent company, affiliated companies, subsidiaries, financial advisors, affiliated third parties or independent/non-affiliated third parties and service providers, whether local or foreign (collectively referred to as "Representatives").
- b. The Members hereby represent and warrant that at the time of the effectivity of this Agreement and of their coverage, they are granting the required Consents pursuant to the Data Privacy Laws authorizing Maxicare and any of its Authorized Representatives to:
 - i. Obtain, collect, examine, process, and store the Member's personal information, including sensitive personal information and privileged information, medical records, or any other information relative to the Member, consultation, and treatment or any medical advice in connection with the benefit/claim availed under the Agreement, as may be deemed necessary by Maxicare. Except as otherwise stated hereon, any information obtained relative to the authority herein given shall be strictly confidential. The extent of the collection and processing shall be necessary and incidental to the performance of the services contemplated in the Agreement.
 - ii. Disclose the aforementioned information to agents and brokers, Maxicare and its Representatives, including the service providers which will perform the services contemplated in the Agreement, for any legitimate business purpose as Maxicare may deem appropriate, including but not limited to outsourced processing of Maxicare transactions, profiling or historical statistical analysis, providing advice or information which Maxicare and its Representatives believe may be of interest to the Member, to effectively administer or manage their accounts, enhance customer services, or to communicate with the Member for any purpose.

Processing is hereby understood to include any operation or any set of operations performed upon personal information including, but not limited to, the collection, recording, organization, storage, updating or modification, retrieval, consultation, use, consolidation, blocking, erasure or destruction of data. Processing would include both manual and automated handling of personal information and storage and data transfers using various means including but not limited to physical methods as well as electronic via information and communications systems employed by Maxicare and its Representatives.

- c. The Members hereby warrant that they understand their rights and obligations pursuant to the Data Privacy Laws. They understand that they retain the right to be informed, to object, access, complain, and rectify, to request for filtering of certain information, and to the corresponding damages in case of violation of their rights within the corresponding limitations as set forth in the pertinent laws.
- d. The Member hereby represent that, in order to provide the services contemplated in the Agreement, the authorities herein provided shall be valid and existing during the term of the Agreement, including any extensions thereof, and until necessary for the establishment, exercise or defense of any claims arising from the said Agreement.
- e. Members shall hold Maxicare 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 Maxicare or any of its directors, stockholders, officers, employees, agents, or representatives in connection with or arising from the use, processing, and disclosure by Maxicare or its representatives of the Members' medical records and other personal information pursuant to this Agreement and disclosure of such information to Maxicare's representatives pursuant to its reliance on Members' representation and warranty that Maxicare has the authority to examine, use, process, or disclose, as the case may be, said medical records or personal information for the purpose of performing services contemplated in this agreement.

4. CONFIDENTIALITY:

- a. A Party ("Receiving Party"), including its employees, agents or representatives, shall not use or reproduce, directly or indirectly any Confidential Information for the benefit of any person, or disclose to anyone such Confidential Information without the written authorization of the other Party ("Disclosing Party"), 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 the Parties 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 Maxicare, (iv) any vendor names, Member and supplier lists, (v) marketing strategies, plans, financial information, or projections, operations, sales estimates, business plans and performance results relating to the past, present or future business activities of the Parties, (vi) all intellectual or other proprietary information or material of Maxicare; (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 Maxicare.

All information which the Receiving Party acquires or becomes acquainted with during the period of this Agreement, whether developed by the Disclosing Party or by others, which the Receiving Party has a reasonable basis to believe to be Confidential Information, or which is treated, designated and/or identified by the Disclosing Party as being Confidential Information, shall be presumed to be Confidential Information. Confidential Information need not be novel, unique, patentable, copyrightable or constitute a trade secret in order to be designated Confidential Information.

Anything herein to the contrary, notwithstanding, Confidential Information shall not include information which:

- i. was known by the Receiving Party prior to receiving the Confidential Information from the Disclosing Party;
- ii. becomes rightfully known to the Receiving Party from a third-party source not known, after diligent inquiry by such Party to be under an obligation to from the Disclosing Party to maintain confidentiality;
- iii. is or becomes publicly available through no fault of or failure to act by a Party in breach of this Agreement;
- iv. is required to be disclosed by law or regulation or in any judicial or administrative proceeding provided, however, that:
 - iv.i the Receiving Party has provided the Disclosing Party with prompt written notice thereof so that the Disclosing Party may seek appropriate remedy and/or injunctive relief prior to such disclosure by the Receiving Party;
 - iv.ii the Receiving Party has taken all reasonable actions and/or steps to narrow down the information to be disclosed;
 - iv.iii Should partial disclosure be required, the Receiving Party furnishes only that portion that is legally required to be disclosed; and
 - iv.iv the Receiving Party shall not oppose and shall cooperate with the Disclosing Party with respect to any such request for any protective order or other relief;
- v. is or has been independently developed by employees, consultants or agents of the Receiving Party without violation of the terms of this Agreement or reference or access to any Confidential Information; and
- vi. is disclosed with the Disclosing Party's prior written consent.

- b. The Receiving Party agrees not to use the Confidential Information belonging to the Disclosing Party for any purpose other than those contemplated by the Parties and in furtherance of this Agreement. Any other use of such Confidential Information shall be made only upon prior written consent of the Disclosing Party.
- c. For purposes of this Agreement, the Parties agree that their obligations herein shall be binding upon their directors, officers, employees, agents, representatives, and all other natural and juridical persons acting for and on their behalf, including, but not limited to their subsidiaries, affiliates, subcontractors and partners.
- d. The obligations provided under this Agreement shall include taking steps to:
 - i. restrict disclosure of Confidential Information solely to either Party's directors, officers, employees, agents, and representatives, on a need to know basis;
 - ii. advise either Party's directors, officers, employees, agents, and representatives with access to the Confidential Information of the obligation to protect Confidential Information; and
 - iii. use the Confidential Information only for purposes directly related to this Agreement.

The obligations imposed herein shall survive even after the termination of the Agreement.

- e. The Receiving Party agrees that all Confidential Information shall remain the exclusive property of the Disclosing Party and its successors.
- f. Notwithstanding any right granted hereunder, this Agreement shall not grant the Receiving Party a right under any patent, copyright, trade secret, or other intellectual property right.
- g. In the event that the Receiving Party discloses, disseminates or releases any Confidential Information received from the Disclosing Party, except as provided above, such disclosure, dissemination or release will be deemed a material breach of this Agreement.

5. NEWLY AFFILIATED HOSPITAL/CLINIC: A newly Affiliated Hospital/Medical Clinic by Maxicare shall not be automatically included in the network of medical providers that can be accessed by Member. Inclusion of such newly Affiliated

Hospital/Medical Clinic shall be subject to Maxicare's evaluation. Maxicare shall notify Member of the options regarding access to the newly Affiliated Hospital/Medical Clinic.

6. **TAXES, LEVIES AND GOVERNMENT IMPOSITION:** Member shall directly answer and be liable for all taxes, fees, charges and penalties that may be assessed against Maxicare and shall, upon notice or demand from Maxicare, immediately settle and pay all such taxes, penalties and charges as may be assessed, in the event that:
 - a. The fees and benefits provided under this Agreement are made subject to new taxes, fees, charges or penalties as may be required by law after the execution of this Agreement;
 - b. A new interpretation of the law, regulation or its equivalent should result to changes in the formula or manner of computing taxes thereby resulting in additional tax obligations on the part of Maxicare;
 - c. or Member warrants that the transaction contemplated herein is not subject to a particular tax, such as Value Added Tax, and the Membership Fee was computed pursuant to such representation;
 - d. This Agreement is subject to such other taxes, fees, charges or penalties, not otherwise contemplated between the Parties but to which the Parties may become liable under the law.For the avoidance of any doubt, the taxes, levies or fees referred to herein are only those that affect the quoting of Membership Fees.
7. **AMENDMENTS:** Maxicare may, at any time and for whatever reason, amend, revise or modify the Membership Terms when deemed necessary and it shall inform the Member of such fact by publication, posting, electronic mail or any other means that Maxicare deems proper. Any and all amendments, revisions or modifications shall be binding upon the Member.
8. **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the Republic of the Philippines.
9. **ARBITRATION:** Any difference arising between the Member and Maxicare 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 required 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 Maxicare, may be 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 Maxicare.
10. **ATTORNEY'S FEES AND COST OF LITIGATION:** In the event of any legal action or other proceeding brought to enforce the terms of this Agreement, Maxicare shall be entitled to reasonable attorney's fees and other costs incurred during that proceeding in addition to any other relief to which it is entitled.
11. **SETTLEMENT OF DISPUTES:** Any disputes or disagreements arising out of or relating to this Agreement, which cannot be settled by the Parties on a mutually satisfactory basis shall be resolved exclusively before the proper courts in Makati City in accordance with the laws of the Republic of the Philippines.
12. **AUTHORIZED SIGNATORY.** If applicable, the Parties hereby represent that their respective representatives been duly authorized by the Board of Directors to sign, execute and deliver this Service Agreement.
13. **REFUND:** All the provisions pertaining to refund, payment and reimbursement shall not apply if Member, commits any act prejudicial to Maxicare, with or without intent to defraud, including, but not limited to:
 - a. Creating an account or entity for the sole purpose of qualifying for enrollment or availing the health medical coverage;
 - b. Using the card of a Member to avail of the Medical Services;
 - c. Availing unauthorized/unprescribed services or services not related to the diagnosis;
 - d. Consenting to billing for services not rendered;
 - e. Duplicating claims; and
 - f. Other analogous circumstances.
14. **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.
15. **AGENCY:** Nothing in this Agreement creates any agency, joint venture, partnership or other form of joint enterprise, employment or fiduciary relationship between the Parties. Neither Party has any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other Party or to bind the other Party to any contract, agreement or undertaking with any third party.


16. NOTICES: All notices, demands and other communications required or permitted hereunder shall be made in writing and sent to the Members or its Authorized Representative.
17. COUNTERPARTS. This Agreement may be executed in several counterparts that together shall constitute one and the same instrument.
18. RIGHTS 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 limited to the availed healthcare services which have been paid by Maxicare pursuant to the Terms and Conditions of the Agreement and that the Member will subrogate his rights of recovery from any other party to the extent of the value of the services so rendered to Maxicare and will undertake to assist Maxicare in the successful recovery of the total cost of those services.
19. 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.
20. 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 supervisions over HMOs. It is ready at all times to assist the general public in matters pertaining to HMO, pre-need and insurance. For any inquiries or complaints, please contact the Public Assistance and Mediation Division (PAMD) of the Insurance Commission at 1071 United Nations Avenue, Manila with telephone numbers +632-5238461 and email address publicassistance@insurance.gov.ph. The official website of the Insurance Commission is www.insurance.gov.ph.

Maxicare Healthcare Corporation

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Horacio T. Templo
Chief Actuarial Officer



Rodelee V. Uy
Chief Consumer Officer