

Dental Chat Terms and Conditions (T&Cs)

These Terms and Conditions is the contract between you as a Member and Maxicare as the provider of the services. We therefore advise you to review these terms and conditions carefully and indicate whether you agree or disagree with them by clicking on the corresponding box towards the end of this document. Maxicare reserves the right to modify the Terms and Conditions or their policies for availment from time to time.

1. By using the **Dental Chat** and your availment of the medical services, whether currently existing or to be offered in the future, through the use of a Maxicare Letter of Authorization ("LOA") issued by Maxicare Call Center, Help Desks, Primary Care Centers, Customer Care Representatives, Affiliated Coordinators and Partners, Maxicare Kiosk, Member Gateway, Maxicare electronic systems, or such other entities affiliated or accredited by Maxicare or you signify that you agree to abide by all these Terms and Conditions and the Service Agreement between you and Maxicare or the Service Agreement between your employer and Maxicare, as the case may be, including any materials available in the **Dental Chat** such as, but not limited to, the privacy and security policies, which are hereby incorporated by reference, subject to changes and notices in the Member terms and conditions that are maintained and published via Maxicare website at <https://maxicare.ph/member-terms>. As such, your signature may not be required to signify your consent.
2. All your representations, warranties and undertakings are material and have been relied upon by Maxicare. Consequently, you shall be directly and solely responsible for the accuracy of any and all information that you submit to Maxicare. They shall survive the effectivity of these Terms and Conditions and the consummation of the Service Agreement.
3. You agree and understand and will continue to agree and understand that in the course of providing service/s to you, 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**").
4. You understand that Maxicare shall not be responsible for the payment of charges/expenses resulting from:
 - a. Availment of the following hospital or medical services/treatment/procedures (diagnostic and therapeutic):
 - i. those rendered by non-affiliated physicians/specialists or a reliever physician;
 - ii. those not related to this confinement as determined by the Claims Department of Maxicare;
 - iii. those without prior authorization of Maxicare;
 - iv. those miscellaneous items outside of your healthcare benefit plan;
 - v. room accommodation beyond the benefit plan limits; or
 - vi. co-payment and/or coinsurance defined for the service.
 - b. Failure to file PhilHealth benefit claim, if mandated, to cover all PhilHealth costs incurred during confinement;

- c. Your personal preference to prolong confinement beyond the attending physician's prescribed duration of hospitalization;
- d. Amount in excess of your allowable benefit limit in the professional fee of attending doctor/s with whom you had prior agreement;
- e. Benefit avilment found to be not covered and deemed excluded by the Service Agreement executed by and between Maxicare and you (the "Service Agreement" or "Product Manual"), including concealment, even if unintentional or unrelated to the current avilment, of relevant medical information, and those in excess of Benefit Limits set out in the agreement, even if conditionally approved by Maxicare. If at the time of issuance of the LOA or its equivalent, the amount of you or your dependent's previous avilment is not reflected yet, Maxicare reserves the right to re-adjudicate the Member's coverage based on the total remaining balance of the benefit limit; and
- f. Other expenses and charges analogous to the foregoing.

Maxicare shall collect from you the expenses incurred relative to any avilment, if upon post verification by Maxicare, any of the above-mentioned circumstances shall be found present. Your request for LOA may likewise be denied outright in the event that the avilment is not coverable by Maxicare.

- 5. In lieu of signing the LOA, you may confirm the avilment of the medical services through electronic confirmation of the transaction via personal identification number (PIN), email, or other electronic confirmation which the facility shall allow. It is your responsibility to ensure that any changes in your contact information are duly communicated to Maxicare to enable you to receive the electronic notifications for the transaction accordingly.
- 6. You confirm that the benefits and coverage requiring the services of a physician shall only be performed by an Affiliated Physician or Specialist referred by Maxicare. You are aware that there are agreed standard Professional Fees for specific medical services between the Physicians and Maxicare. Any private arrangement with the Physician or Specialist for higher Professional Fee/s shall be for your account. In no case can you demand for reimbursement from Maxicare for the higher Professional Fee/s.
- 7. In connection to the foregoing, you hereby irrevocably consent to and authorize Maxicare and its Representatives, being your healthcare maintenance services provider, as your attorney-in-fact to:
 - a. Obtain, collect, examine, process, and store the Member's and his Dependent/s' personal information, including sensitive personal information and privileged information, medical records, or any other information or material, i.e., picture, voice recording, fingerprints, and etc., relative to the Member's hospitalization, 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.

- b. Disclose such information to your Employer, its representatives, 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, enrollment to healthcare and wellness programs and activities based on your current utilization, providing health and wellness programs, services, medical advice or information which Maxicare and its representatives believe may be of interest to you, to effectively administer or manage your account, enhance customer services, or to communicate with you for any marketing purposes.

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.

You 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 your rights within the corresponding limitations as set forth in the pertinent laws.

8. In order to provide the services contemplated in the Service Agreement between you and Maxicare, or between your employer and Maxicare, as the case may be, 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.
9. You hereby warrant that you understand your rights and obligations pursuant to the Data Privacy Act and its implementing rules and regulations, as may be amended. Consequently, you and your dependents hereby agree to hold Maxicare and its Representatives 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 aforementioned information pursuant to Maxicare's reliance on your consent that your Employer, its representatives, agents and brokers, Maxicare and its Representatives have the authority to examine, use, process, store or disclose, as the case may be, said information for the above-mentioned purposes.
10. Maxicare shall not be liable for any loss or damage of whatever nature in connection with the implementation of transactions covered by this Terms and Conditions in the following instances:
 - a. Disruption, failure or delay which are due to circumstances beyond the control of Maxicare, fortuitous events such as but not limited to prolonged power outages, breakdown in computers and communication facilities, typhoons, public disturbances and calamities, and other similar or related cases;
 - b. Loss or damage you may suffer due to theft or unauthorized use of your or your dependent's Maxicare Card, passwords, personal data, or violation of other security measures with or without your participation; and

- c. Inaccurate, incomplete or delayed information you received due to disruption or failure of any communication facilities.
11. These Terms and Conditions are governed by the laws of the Philippines and all suits to enforce the agreement between you and Maxicare or its Representatives shall be settled in the proper courts of Makati City.
12. In case of breach of any of the provisions of the Service Agreement, these Terms and Conditions, as well as the warranties and representations stated herein, Maxicare shall be entitled to the amount of Two Hundred Thousand Pesos (P200,000.00) as minimum damages, in addition to any other damages which it may be entitled under the law, and attorney's fees in the amount of One Hundred Thousand Pesos (P100,000.00) in the event that it shall be constrained to engage the services of counsel to prosecute its claim.
13. Maxicare shall not be liable for any loss, liability, damage or expense arising out of or in connection with the use of the **Dental Chat**, unless such loss, liability, damage or expense shall be proven to result directly from the gross and willful misconduct of Maxicare or its Representatives. In no event will Maxicare be liable for special, indirect, punitive or consequential damages. Under no circumstances will the liability of Maxicare exceed, in the aggregate, the fees actually paid pursuant to the Service Agreement.
14. We reserve the right to amend these Terms and Conditions at any time without need of prior notice or approval.

I have read and fully understood the Terms and Conditions and hereby agree to be governed by the said terms and conditions.

*The Terms and Conditions are subject to change. You may access <https://maxicare.ph/member-terms> for the latest version of the Membership Terms and Conditions and address any queries related thereto to dpo@maxicare.com.ph.