**LETTER OF UNDERTAKING/GUARANTEE TO PAY EXCESS CHARGES**

I, <<**Full Name of Employer/Owner/Authorized Representative**>> of legal age with postal address at <<**Complete Address**>>, being the duly authorized representative of <<**Name of Company/Corporation/Business**>> do hereby agree and covenant as follows:

1. That I am the employer/owner/authorized representative of my company, corporation or business, with the company/corporation/business/name indicated below:

<<**Name of Company/Corporation/Business**>>

1. That I entered into a Healthcare Agreement with Pacific Cross Health Care, Inc. (PCHC) for my employees and their dependents (if applicable) and I further warrant that I have been authorized or have the authority to enroll my eligible employees (with their dependents if any) under the Healthcare Agreement subject to this Letter of Undertaking/Guarantee
2. That I enrolled my eligible employees and their dependents (if applicable) as Members under the said Healthcare Agreement in consideration of the Membership Fees paid
3. That PCHC issues guarantee of payment, letter of eligibility and/or letter of authority to its accredited network of providers (e.g., hospitals, clinics, facilities, doctors and specialists) for the no-cash-outlay medical availment of my employees and their dependents (if applicable)
4. That I agree and undertake to pay PCHC charges for the non-covered benefits and excess in benefits which were paid or will be paid by PCHC in relation to the issuance of such guarantee of payment, letter of eligibility and/or letter of authority involving the claims of my enrolled employees (including their dependents if applicable)
5. That payment for such non-covered benefits and excess in benefits shall be made to PCHC within 10 working days from receipt of notice of advice or Statement of Account, or within a reasonable time period mutually agreed with PCHC which should not be more than 30 days from the Notice of Advice, if for some valid reason there is a necessity for confirmation and accounting
6. That in the event of non-payment of the said charges after its aforementioned due dates, PCHC reserves the right to suspend all services under this Healthcare Agreement with prior notice in writing, until full payment of all excess charges due. It is understood that the enforcement of collection of unpaid excess charge after their due dates shall be without prejudice to whatever legal action PCHC may institute
7. That I further warrant that I have been authorized to represent the company/corporation/business to enroll the eligible members and to execute this Undertaking and Guarantee
8. **That I have fully understood the Contract and Other Policy References with regard to Excess Charge/Excess in Benefits subject to this Letter of Undertaking/Guarantee:**
* **BC Flexi Access Health Care Agreement:**

Under Section III, Benefits Provision

**3.2 IN-PATIENT OR HOSPITALIZATION BENEFITS:**

The Member under this Agreement may avail of a Medically Necessary treatment in
respect of a covered condition and the Company will cover eligible medical expenses
based on the Claims Settlement of this Agreement.

***3.2.2 EXCESS OF THE MEMBER’S ELIGIBLE BENEFITS****The Client shall be liable for all charges that are in excess of the Member’s eligible benefits under this Agreement. He shall reimburse the Company for such charges within 30 days of the date of issue of the statement of account.
In the event of non-payment of the said charges, then the Client shall be liable to a penalty charge of 0% per month from the date the charges became due. These excess charges include, but are not limited to, Room and Board difference, cost of take-home Medicines, Professional Fees of non-accredited doctors, private nurses, extra bed, non-medical supplies and services, and incremental charges.*

Under Section IX, Terms and Conditions

***9.9 EXCESS CHARGE:***

Any availment that is not covered but is advanced by the Company shall be charged to the Member and the Member shall be liable to pay such advances.

These shall include but not limited to the following:

1. Benefit availment of lapsed or cancelled Members even if approved by the Company.
2. Hospital bills and Professional Fees that are in excess of the Company’s agreed rates with its Accredited Network
3. Amount in excess of the Maximum Benefit Limit and other inner limitations.
4. Availment that is not intended to be covered by the Company, such as exclusions, fraudulent availments, uncoverable items, telephone calls, additional beds, etc.

lf the excess charges are not paid after the due date, the Company reserves the right to suspend all services to the Member until the excess charges due, including penalty charge, have been paid and settled.

* **BC Flexi Proposal/Quotation:**

Under Section X, Special Provisions

|  |  |  |
| --- | --- | --- |
| 2 | Excess in Limit | The Subscriber (company client) should guarantee collection and payment of any excess of benefits not settled by the employee/dependent upon hospital discharge. |

* **Schedule of Benefits:**

*The Subscriber (company client) should guarantee collection and payment of any excess of benefits not settled by the employee/dependent upon hospital discharge.*

1. That I accept the terms and conditions as stated in this proposal/agreement. And that, I have read the proposal and decided to avail of the services of PCHC for the Medical Plan of <<**Name of Company/Corporation/Business**>> for <<**number**>> year/s which will commence on <<**effective date, dd/mm/yyyy**>>.

IN WITNESS WHEREOF, I have signed this Letter of Undertaking/Guarantee this       day of       at      .

|  |  |
| --- | --- |
| **Subscriber/Company Name:** |       |
| **Healthcare Agreement Number:** |       |
| **Effective Date of Agreement:** |       |
| **Owner’s/Employer’s/Authorized Representative’s Printed Name:** |       |
| **Position/Job Title:** |       |
| **Owner’s/Employer’s/Authorized Representative’s Signature:** |       |
| **Date Signed:**  |       |

**ACKNOWLEDGMENT**

BEFORE ME, a Notary Public for and at       personally appeared       known to me and to me known to be the same person who executed the foregoing and acknowledged to me that the same are there free and voluntary act and deed.

NOTARY PUBLIC

Doc. No.

Page No.

Book No.

Series of 2021