**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 Medical Insurance Policy Contract with Pacific Cross Insurance, Inc. (PCII) 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 Medical Insurance Policy subject to this Letter of Undertaking/Guarantee
2. That I enrolled my eligible employees and their dependents (if applicable) as Insured Persons under the said Medical Policy Contract in consideration of the Premiums paid
3. That PCII 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 PCII charges for the non-covered benefits and excess in benefits which were paid or will be paid by PCII 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 PCII within 10 working days from receipt of notice of advice or Statement of Account, or within a reasonable time period mutually agreed with PCII 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, PCII reserves the right to suspend all services under this Medical Insurance Policy 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 PCII 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 Provision with regard to Excess Charge/Excess in Benefits subject to this Letter of Undertaking/Guarantee:

* **Policy Provision:**

RIGHT OF RECOVERY: In the event that authorization of payment and/or payment is made by the Company for a claim which is not covered under the Policy or when the limit of liability of this insurance is exceeded, the Company reserves the right to recover the said sum or excess from the Policyholder/Insured Person.

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 PCII 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      .

|  |  |
| --- | --- |
| **Policyholder/Company Name:** |  |
| **Policy Number:** |  |
| **Effective Date of Policy:** |  |
| **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

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