

**AGREEMENT**

This Agreement is made at Delhi this \_\_\_\_ day Of \_\_\_\_\_ 2018

**BETWEEN**

ALANKIT INSURANCE TPA LIMITED duly registered under Companies Act 1956 and having its corporate office at "Alankit House", 4E/2, Jhandewalan Extension, New Delhi-110055 ( hereinafter referred to as AITPAL) and duly licensed by Insurance Regulatory and Development Authority under the Third Party Administrator - Health Services Regulation 2001 license no.21, ofthe ONE PART.

**AND**

\_\_\_\_\_ HOSPITAL/NURSING HOME,(CIN Number----  
-----) at owned and run by \_\_\_\_\_ being a Registered public charitable Trust /  
private body /individual having its office at \_\_\_\_\_

\_\_\_\_\_ having registration  
number \_\_\_\_\_ represented by Mr \_\_\_\_\_,  
(Designation) \_\_\_\_\_ hereinafter referred as "**Network Provider**" (which expression shall unless it be repugnant to the context or meaning thereof shall mean and include the persons for the time being and from time to time constituting the said private organization /Trust, survivors or survivor of them) of the **Second Part**.

"**Network Provider**" and the "TPA" are individually referred to as a "party" and collectively as "parties")

WHEREAS Alankit Insurance TPA Limited (AITPAL) is a Third Party Administrator (TPA) approved by Insurance Regulatory & Development Authority (IRDA) for providing Health related Medical Services to individual or in-groups to its Beneficiaries, Clients, Members, Policy Holder of Insurance Companies in India hereinafter referred to as "Member" under different Health Insurance Plans /

Schemes / Medclaim policy formulated by Insurance Companies and administered by "AITPA" and have created a network of Empanelled Hospitals.

**WHEREAS:**

M/s \_\_\_\_\_ the Hospital/Nursing Home providing medical services and expressed desire to join the said Network of "Empanelled Hospitals" and is willing to extend medical facilities / inpatient hospitalization benefits and treatment relating to the ailments to Members as per Medclaim / Medclaim Package covered under various healthcare management plan on the agreed terms and conditions.

**NOW THEREFORE THIS AGREEMENT WITNESSETH AS UNDER**

**1: Standard Definitions & Interpretation**

The terms and expressions appearing in this agreement shall have the meanings for the purpose of this Agreement as defined under the Insurance Regulatory and Development Authority (Health Insurance) Regulations, 2013 and/ or the Guidelines on Standardization in Health Insurance and Amendments thereto issued by IRDA.

**2: Identification of Beneficiary**

1. The beneficiaries will be identified by the Network Provider on the basis of ID cards issued to them bearing the logo and the title of the AITPAL. For the ease of beneficiary, the Network Provider shall display the recognition and promotional material, network status and procedures for admission supplied by AITPAL at prominent location, preferably at the Reception and Admission counter and Casualty/Emergency departments. The Network Provider also needs to inform their reception and admission-facilities regarding the procedures of admission and obtaining pre-authorization.
2. It shall be the responsibility of the provider to identify the beneficiary and mandatorily take a photocopy of the ID card, to be submitted later with the bill or to keep as proof of the beneficiary being treated. If beneficiary card is not available with the Insured for the purpose of identification, Network Provider can also collect Government Approved photo ID cards such as Driving License, Passport, Aadhar Card, Election Card or PAN Card. (Also would cover AMD ) In case of infant Children identification card of the Insured parent would be accepted.
3. In the event of the Provider, bona fide, believing that the identity card or the authorization letter is not genuine then the Provider shall contact AITPAL and address the same with details.

**3: Scope of services provided by the Network Provider**

**Cashless facility admission procedure:**

The procedure to be followed for providing cashless facility shall be:-

**3A: Pre-authorization Procedure- Planned Admissions:**

1. Request for hospitalization shall be forwarded by the provider immediately after obtaining due details from the treating doctor/ beneficiary in the pre-authorization form prescribed i.e.

“request for authorization letter” (RAL) provided, (this form may change from time to time which will be informed, accordingly). The RAL shall be sent along with all the relevant details in the electronic form to the 24-hour authorization/cashless department of the AITPAL along with contact details of treating physician and the insured. The AITPAL’s medical team may consult the treating physician or the insured, if necessary.

2. If the treating physician identifies any disease/ailment/illness/condition as pre-existing, the treating physician shall record it and also inform the insured immediately.
3. In the cases where the symptoms appear vague / no effective diagnosis is arrived at, the medical team of the AITPAL or its representative AITPAL may consult with treating physician / insured, if necessary.
4. The RAL shall reach the authorization department of AITPAL 7 days prior to the expected date of admission, in case of planned admission.
5. If “clause 4” above is not followed, the clarification for the delay needs to be forwarded along with the request for authorization.
6. The RAL form shall be duly filled with clearly mentioning Yes or No and/or the details as required. The form shall not be sent with nil or blank replies.
7. The guarantee of payment shall be given only for the medically necessary treatment cost of the ailment covered and mentioned in the request for hospitalization. Non covered items i.e. non medical items which are specifically excluded in the policy, like Telephone usage, food provided to relatives/attendants, Provider registration fees etc shall be collected directly from the insured. Indicative list of inadmissible items provided to provider.
8. The authorization letter by AITPAL shall clearly indicate the amount agreed for providing cashless facility for hospitalization.
9. In the event of the cost of treatment increasing the agreed amount, the provider may check the availability of further limit with the AITPAL
10. When the cost of treatment exceeds the authorized limit, request for enhancement of authorization limit shall be made immediately during hospitalization using the same format as for the initial preauthorization. The request for enhancement shall be evaluated based on the availability of further limits and may require to provide valid reasons for the same. No enhancement of limit is possible at the time or after discharge of patient insured.

11. Further the AITPAL shall accept or decline such additional expenses within a maximum of 24 hours of receiving the request for enhancement. Absence of receiving the reply from the AITPAL within 24 hours shall be construed as denial of the additional amount.
12. In case the insured has opted for a higher accommodation / facility than the one eligible under the policy, the provider shall explain orally the effect of such option and also take a written consent from the insured at the time of admission as regard to owing the responsibility of such expenses by the insured including the proportionate expenses which have a direct bearing due to up gradation of room accommodation/facility. In all such cases the AITPAL shall pay for the expenses which are based on the eligibility limits of the insured. However provider may charge any advance amount/security deposit from the insured only in such cases where the insured has opted for an upgraded facility nonpayable items to the extent of the amounts to be collected from the insured & issue the Receipts for the same clearly mention all the details in Bill.
13. Insurance company guarantees payment only after receipt of RAL and the necessary medical details. The Authorization Letter (AL) shall be issued within 48 hours of receiving the RAL.
14. In case the ailment is not covered or given medical data is not sufficient for the medical team of authorization department to confirm the eligibility, AITPAL or its representative AITPAL can deny the authorization.
15. Authorisation letter [AL] shall mention the authorization number and the amount guaranteed for the procedure.
16. In case the balance sum available is considerably less than the cost of treatment, providers shall follow their norms of deposit/running bills etc. However, provider shall only charge the balance amount over and above the amount authorized under the health insurance policy against the package or treatment from the insured.
17. Once the insured is to be discharged, the provider shall make a final request for the preauthorization for any residual amount along with the standard discharge summary and the standard billing format. Once the provider receives final pre-authorization for a specific amount, the insured shall be allowed to get discharged by paying the difference between the pre-authorized amount and actual bill, if any. AITPAL, upon receipt of the complete bills and documents, shall make payments of the guaranteed amount to the provider directly.
18. Due to any reason if the insured does not avail treatment at the Provider after the preauthorization is released, the Provider shall cancel the Pre-authorisation and intimate to AITPAL immediately.

19. Denial of authorization (DAL) for cashless is by no means denial of treatment by the health facility. The provider shall deal with such case as per their normal rules and regulations.
20. AITPAL shall not be liable for payments to the providers in case the information provided in the "request for authorization letter" and subsequent documents during the course of authorization, is found incorrect or not disclosed.
21. Provider, AITPAL and its representative AITPAL shall ensure that the procedure specified in this Schedule is strictly complied in all respects.
22. The decision and communication with respect to rejection or repudiation of claim shall be sent only by insurer directly to policy holder or claimant under copy to TPA. Hence any dispute during this contract or after expiry/termination of this contract where preauthorization already issued, claims are at processing stage or payment is pending after completion of processing on date of termination or any other reason, will be dealt against the insurer directly.
23. It is understood by parties that the risk of loss incurred in litigations remains with the insurance company in all cases.

### **3.B: Preauthorization Procedure - Emergency Admissions:**

1. Request for hospitalization shall be forwarded by the provider immediately after obtaining due details from the treating doctor /Patient in the pre-authorization form prescribed i.e. "request for authorization letter" (RAL), provided (this form may change from time to time which will be informed, accordingly). The RAL shall be sent along with all the relevant details in the electronic form to the 24-hour authorization/cashless department of the AITPAL or its representative AITPAL along with contact details of treating physician and the insured. The AITPAL's medical team may consult the treating physician or the insured, if necessary.
2. The AITPAL may continue to discuss with treating doctor till conclusion of eligibility of coverage is arrived at. However, any life saving, limb saving, sight saving, emergency medical attention cannot be withheld or delayed for the purpose of waiting for preauthorization.

### **3.C: Preauthorization Procedure - RTA / MLCs:**

1. If requesting a pre-authorization for any potential medico-legal case including Road Traffic Accidents, the Provider shall indicate the same in the relevant section of the standard form.
2. In case of a road traffic accident and or a medico legal case, if the victim was under the influence of alcohol or inebriating drugs or any other addictive substance or does intentional self injury, it is for the Provider to inform this circumstance of emergency to the AITPAL.

### **3.D: Authorization letter (AL):**

1. Authorization letter shall mention the amount, guaranteed class of admission, eligibility, of the patient or various sub limits for rooms and board, surgical fees etc. wherever applicable, as per the benefit plan for the patient.
2. The Authorization letter will also mention validity of dates for admission and number of days allowed for hospitalization, if any. The Provider shall see that these rules are strictly followed; else the AL will be considered null and void.
3. In the event the room category, if any, is not available the same shall be informed to the AITPAL and the insured. For such cases, if the insured is admitted to a class of accommodation higher than what he is eligible for, the provider shall collect the necessary difference, if any, in charges from the insured.
4. The AL has a limited period of validity - which is 15 days from the date of sending the authorization.
5. AL is not an unconditional guarantee of payment. It is conditional on facts presented - when the facts change, the guarantee changes.

### **3.E: Reauthorization:**

1. Where there is a change in the line of treatment - a fresh authorization shall be obtained from the AITPAL immediately - this is called a reauthorization.
2. The same pre-authorization form shall be used for the reauthorization, and the same turn around times as specified shall apply.

### **3.F: Discharge Procedure:**

1. The following documents shall be included in the list of documents to be sent along with the claim form to the AITPAL. These shall not be given to the insured:
  - a) Original pre authorization request form,
  - b) Authorization letter,
  - c) Original Discharge Summary & Final Hospital Bill with break-up.
  - d) All original investigation reports, prescription & pharmacy receipt etc
  - e) Copy of Receipts if amount is collected from the Insured.
2. Where the insured requires the discharge card/reports he or she can be asked to take photocopies of the same at his or her own expenses and these have to be clearly stamped as "Duplicate Originals are submitted to AITPAL".
3. The discharge card/Summary shall mention the duration of ailment and duration of other disorders like hypertension or diabetes and operative notes in case of surgeries. The clinical detail shall be sufficiently and justifiably informative.
4. Signature of the insured on final Provider bill shall be obtained compulsorily.

5. In the event of death or incapacitation of the insured, the signature of the nominee or any of insured's of the family who represents the insured as such subject to reasonable satisfaction of Provider shall be sufficient for the AITPAL to consider the claim.
6. Standard Claim form duly filled in shall be presented to the insured for signing and identity of the insured shall be confirmed by the provider. Network Provider agrees to comply with the present & future requirements of AITPAL like standardized pre-authorization form/discharge summary/billing, ICD-10 coding etc.
7. All documents should be duly stamped and signed for cashless & Re-imbusement cases or else the claim is liable to be delayed or rejected.

### **3.G: Billing Procedure:**

1. The Provider shall submit original invoices directly to AITPAL and such invoices shall contain, at the minimum, following information:
  - a. the insured's full name (Male/Female) and date of birth;
  - b. the policy number;
  - c. the insured's address;
  - d. the admitting consultant;
  - e. the date of admission and discharge along with Timings
  - f. the procedure performed and procedure code according to ICD-10 PCS or any other code as specified by the Authority from time to time;
  - g. the diagnosis at the time of treatment and diagnosis code according to ICD-10 or any other code as specified by the Authority from time to time;
  - h. whether this is an interim or final bill/account;
  - i. the description of each Service performed, together with associated Charges,
  - j. the agreed standard billing codes associated with each Service performed and dates on which items of Service were provided; and.
  - k. the insured's signature (in original).
  - l. Amount collected from Insured along with the copy of Receipts.
2. The Provider shall submit the following documents with the final invoice:
  - a) Original pre-authorization form and signed copy of authorization letter issued by AITPAL.
  - b) fully completed claim form or the relevant claim section of the pre-authorization letter signed by the insured and the treating consultant for the treatment performed
  - c) original and complete discharge summary in standard form and billing form in the standard form, including the treating Consultant's operative notes;
  - d) original investigation reports & films with corresponding prescription/request;
  - e) pharmacy bill with corresponding prescription/request;
  - f) any other relevant and/or statutory documentary evidence required under law or by the insured's policy; and
  - g) photocopy of the insured's photo identification (eg voter's Smart card/ ID card, passport or driving licence etc).
  - h) Evidence of use of Implants/Lens, like bar coded stickers in original.
  - i) Invoice in support of Implant cost

3. The Provider shall submit the final invoice and all supporting documentation required within 7 days of the discharge date. Service network provider may endeavor to provide all claim records electronically including indoor case record if required.

### **3.H: Limitations of Liability and Indemnity.**

1. AITPAL will not interfere with the treatment and medical care provided to the patients. AITPAL will not be in any way held responsible for the outcome of treatment or quality of care provided by the Provider.
2. AITPAL shall not be liable or responsible for any acts of omission or commission of the Doctors and other medical staff of the Provider.
3. The Provider shall alone be liable to pay any costs, damages and/or compensation demanded by the patients for poor, wrong or bad quality of the test report or treatment given to the patient by the Provider.
4. Billing disputes will be resolved amicably between the Provider and the AITPAL.

### **3.I: General Provisions:**

1. The Provider shall subject to the availability of the beds extend priority admission facility to the beneficiaries.
2. The Provider hereby ensures that it has cover of adequate insurance policy against any error or omission in treatment as also negligence by its doctors and Para-medical staff and shall keep such policies in force during the subsistence of this agreement.
3. The Provider shall endeavor to have an officer of the Provider assigned for the patients and shall endeavor to ensure that such officer learns various types of medical benefit offered by different insurance plans.
4. The Provider shall allow the representative/s of AITPAL to visit the patients and generally discuss the medical treatment to be given by the Provider to the patients provided always the final decision with respect to the line of treatment to be given to the patients shall be that of the Provider and its team of doctors, and the representatives of AITPAL shall not interfere with the same, However they have the right to know the treatment plan and discuss the same with the provider.
5. If found necessary by AITPAL to depute an authorized representative, the Provider shall allow with prior appointment or otherwise, the authorized representatives to have an access to the standardized billing and medical records, Electronic Medical Records, Indoor Case Papers, (Without any charge ) International Coding of Diseases after the patient is discharged during the period of the hospitalization. Provider will not charge any additional cost
6. The Provider shall comply with the statutory requirements and follow the law of the land.
7. Network Provider agrees to have medical audit/bills audit, periodically, and as and when necessary through an authorized person(s) appointed by AITPAL. Free access will be provided to all systems and data related to medical bill under audit, whether physical or electronic, whenever asked by such representative



8. The Provider will convey to the Doctor treating the patient to keep the patient only for the required number of days of treatment and carry out only the required investigation and treatment for the ailment for which he/she is admitted and the decision in this regard of the attached Doctor shall be final and binding on the parties. In the event of any complications and/or emergency the treatment for the same will be included and permitted as necessary treatment and the attached Doctor shall at all times have the rights to treat the patient as the/she considers in his/her absolute discretion fit and necessary. Any other investigations required by the patient for his/her benefit are not reimbursable and hence not payable by AITPAL and the Doctor will inform the patient that he/she will have to bear the costs of the same. However if there is any deviation in the line of treatment or from the information given in the Pre - Authorization request AITPAL shall not be considered liable and the patient will have to bear the cost for the same and the provider would be required to recover the same from the patient.
9. The agreement is subject to the agreed package charges from time to time and for rest of the diseases/procedures, the detailed schedule of charges to be submitted by the Provider, which has to be agreed by AITPAL mutually.
10. In case the provider has any issues, the same needs to be clarified urgently with the AITPAL as the case may be Any harassment or denial of service to the insured /beneficiary without prior notice to the AITPAL shall be construed as violation of this Agreement.
11. AITPAL shall conduct surprise checks of the provider to ensure display of posters and also check the knowledge of the provider's staff about the cashless process and recognition of ID cards, and generally the quality and nature of services provided by the provider. Any deficiencies as observed during the course of any such inspection shall also be regarded as violation of the agreement. This agreement supercedes all earlier agreements signed by the Hospital/Nursing Home with AITPAL.

#### **4: TARIFF SCHEDULE.**

1. The Provider will submit their Tariff schedule for the approval of AITPAL. The Provider if already on the network will continue as per the rates accepted on date and will have to inform AITPAL in case of any changes. Fee schedules may be adjusted every 24 months but not greater than general inflation as per RBI Indices. New services or new procedures must be discussed and rates agreed upon prior to providing services.
2. Any revision in the schedule of tariff has to be by mutual consent only, otherwise the payment will be effected as per the agreed schedule of tariff in the MOU.
3. Any revision in schedule of tariff is effective only from the date of approval of the revised schedule of tariff by AITPAL in writing.
4. Tax Deduction at source (TDS):- Income tax would be deducted by the first party (AITPAL) U/s 194J at applicable rate as per Income Tax Act, 1961 from the Bill amount and deposited with Govt. At the year end, and TDS Certificate will be issued for such deduction of TDS amount.
5. Other than agreed packages the Net Work Providers would provide a discount from the Standard Charges in line with the Package rate.

**6. Provider agrees with the below mentioned clauses pertaining to Package Charges -**

- a) Provider should charge as per the attached package charges (which is subject to change only with mutual understanding in writing). Such package charges must be inclusive of stay, medicines, investigations, consumables, surgical fees, operation theatre etc. No additional payment would be entertained unless the medical team of AITPAL agrees with treating consultant for any deviation and the Provider explains the insured patient that no amount will be admitted beyond the PPN package by the AITPAL and takes a written undertaking from the insured patient that no claim will be lodged for this amount from the AITPAL.
  
- b) Provider agrees that if two procedures are done in a single hospitalization then full package for Major/1st procedure and 50% of the Minor/2nd Procedure will be considered for settlement. In case there is a third procedure that will be considered at 25% and so on.

**5: PAYMENT TERMS AND CONDITIONS.**

1. All payment shall be process and paid by the Insurer as per agreed TAT.
2. In case certain billed items do not tally with the corresponding reports; the related bill amount will be held back from payment of the final bill, which means AITPAL/Insurer shall make part payment of the total billed amount to the Provider for which AITPAL/Insurer is satisfied that the same is payable under the Bill. Due reason for such deductions, if any, will be given at the time of settlement of bills by AITPAL to the Provider. Clarification by the Provider may be sent within 15 days of receiving the part payment as afore stated to receive the remaining payment if the Provider wishes to collect the balance amount.
3. Payment will be done directly by the Insurer to the Provider by NEFT /Electronically
4. If Provider fails to fulfill the deficiency raised by AITPAL/Insurer within a period of 7 working days from the date on which such deficiency is raised,
  - a. In case where the deficiency does not pertain to the admissibility of the claim, the claim shall be short paid mentioning the reasons.
  - b. In case where the deficiency pertains to the admissibility of the claim, the claim shall be closed mentioning the reasons.
5. In case the claim file along with the relevant & complete set of documents is not forwarded to AITPAL within the prescribed period stipulated of 10 days from date of Discharge. AITPAL will not be liable for making payment against such claims for delayed submission of claims files.
6. The Provider shall submit its queries regarding payment to AITPAL within 15 working days from the date of payment or the date of closure as the case may be.
7. Acceptance and encashment by the Provider would be construed as due receipt if a Provider omits to send a stamped receipt for the payment received.
8. The power to deny a claim lies solely & only with the Insurer.

## **6: CONFIDENTIALITY.**

The parties hereto undertake to protect the secrecy of all the data of the patient and trade or business secrets of the Provider and AITPAL and shall not share the same with any unauthorized person for any reason whatsoever with or without any consideration. Provided always in case of any legal action which may be filed by a patient and/or his/her relatives against the Provider or its doctors it will be open for the Provider to submit all the documents to the concerned Court/Tribunal. Provider specifically agrees to deal directly with AITPAL and will not share the data with any 3<sup>rd</sup> party.

## **7: TERMINATION.**

1. AITPAL shall reserve to terminate the agreement by giving 30 days prior notice in writing.
2. However, in case of gross breach of terms and conditions of this MOU by the provider, AITPAL shall reserve the right to terminate the MOU with immediate effect. Gross breach would include inter alia acts such as:
  - a. Failure to perform any material obligation under this Agreement, by the Provider.
  - b. The failure to maintain any license, certification or accreditation required to conduct business or perform under this Agreement
  - c. if Provider is declared bankrupt or insolvent, approves a petition seeking reorganization of the party or appoints a receiver, trustee, or liquidator for all or a substantial part of the party's assets
  - d. if there is a change in the controlling interest of either party which affects its financial ability or performance under this Agreement.
  - e. If any claim is/are in any respect fraudulent, or if any fraudulent means or devices are used by the Provider or anyone acting on his behalf to obtain any benefit under this MOU, Before terminating or modifying this MOU the provider will be given appropriate and enough time and opportunity to explain its stand.
  - f. The above list is only illustrative and not exhaustive.
3. In the event this agreement is terminated and a Beneficiary remains under care at the Provider on or after the effective date of such termination, Provider shall be obliged to continue the provision of Health Services to that Beneficiary as per the actual agreement, until he or she is discharged. The Provider agrees not to bill Beneficiary for services if authorized by AITPAL and hold the Beneficiary Person only financially responsible for non authorized expenses. AITPAL shall render payment in accordance with the issued Authorization Letter and in the amounts established by this Agreement.
4. AITPAL will provide administrative services as described in this Agreement for any claims that were incurred prior to the termination of this Agreement, so long as authorization and coverage under the benefit plan exist.

## **8: Non- Exclusivity**

AITPAL reserve the right to appoint other Providers and the Provider shall have no objection for the same.

## **9: Indemnity**

The Service Provider hereby undertakes to indemnify and to keep **AITPAL** indemnified, saved and harmless from time to time and at all times from and against any and all losses, costs, damages, penalties, actions, suits, proceedings, liabilities, judgments, settlements, claims, demands, duties, taxes and all other expenses (including legal expenses/fees) of any kind whatsoever which may arise against or be incurred by **AITPAL**, its directors, employees or its agents in connection with any action/omission of the Service Provider, its employees or its agents (i) pursuant to or relating to this Agreement and/or arising out of rendering of the services pursuant to this Agreement (including any liabilities to Beneficiaries or others arising from the rendering of the such services) or; (ii) caused by any act, default or neglect of the Service Provider or any of its employees or agents; or (iii) arising out of or as a result or consequence of any act of omission or commission on the part of the Service Provider or on part of its employees, servants and/or agents; or (iv) in respect of non observance of any statutory requirements or legal dues of any nature whatsoever; or (v) arising as a result of any of the undertakings, representations, warranties and covenants given by the Service Provider herein being or being found to be false, incorrect or misleading; or (vi) arising as a consequence of breach of any of the terms and conditions this Agreement, including without limitation these Terms and Conditions.

## **10: Dispute Resolution**

1. A party claiming that a dispute has arisen in relation to this Agreement shall notify the Authorised Representative of the other party to the dispute giving details of the dispute and shall try to settle the same amicably.
2. If any dispute under this Agreement remains unresolved for 30 Working Days from the date on which notice setting out the nature of the dispute is served by one party on the other, either party may request a meeting within a further 30 Working Days between senior personnel (as notified by each party to the other for this purpose) who shall have power to resolve the dispute. In the event that the dispute is not resolved under this procedure, then the same shall be referred to and settled by way of arbitration proceedings in accordance with the Arbitration and Conciliation Act, 1996 or any subsequent enactment or amended there to.

## **11: Applicable Law and Jurisdiction**

1. This Agreement and any matters relating to this Agreement shall be governed by and construed in accordance with the laws of India.
2. The parties submit and agree to the exclusive jurisdiction of the Courts in Delhi.
3. Any disputes, claims arising out of this Agreement are subject to Arbitration and jurisdiction exclusively of DELHI Courts. Any dispute and differences arising between the parties shall be adjudicated and resolved by a Sole Arbitrator appointed by AITPAL as per the provisions of the Arbitration and Conciliation Act, 1996 and amendments thereof
4. The arbitral tribunal shall be composed of three arbitrators, one arbitrator appointed by each Party and one another arbitrator appointed by the mutual consent of the arbitrators so appointed.
5. The place of arbitration shall be DELHI and any award whether interim or final, shall be made, and shall be deemed for all purposes between the parties to be made, in Indian Rupees.

6. The arbitral procedure shall be conducted in the English language and any award or awards shall be rendered in English. The procedural law of the arbitration shall be Indian law.
7. The award of the arbitrator shall be final and conclusive and binding upon the Parties, and the Parties shall be entitled (but not obliged) to seek judgment thereon in any one or more of the highest courts having jurisdiction.
8. The rights and obligations of the Parties under, or pursuant to, this Clause including the arbitration agreement in this Clause, shall be governed by and subject to Indian law.
9. The cost of the arbitration proceeding would be born by the parties on equal sharing basis.
10. Any amendments in the clauses of the Agreement can be effected as an addendum, after the written approval from any party.

## **12: Commencement.**

The Effective Date of this Agreement is the date of signature by the Parties (if signed by the parties on separate dates, the latter of the two) and shall remain in full force and effect for 36 full months after the Date of Signing and shall automatically renew for subsequent years term, unless terminated as provided for in Clause 8

## **13: General Conditions**

1. Neither party shall be liable for any failure or delay in performance under this Agreement to the extent said failures or delays are proximately due to causes beyond that party's reasonable control and occurring without its fault or negligence, including, but not limited to: natural disaster (earthquake, hurricane, flood); war, riot or other major upheaval; performance failures of external parties to the Agreement (e.g., disruptions in telephone service attributable to the telephone company). As a condition to the claim of non-liability, the party experiencing the difficulty shall give the other prompt written notice of the occurrence. Dates by which performance obligations are scheduled to be met will be extended as agreed between the parties.
2. During the term of this Agreement the Provider authorizes AITPAL to make reference to the Provider and its affiliated providers as part of AITPAL, Provider Network to the Beneficiaries. Provider/ provider affiliates, and AITPAL shall not otherwise use the other Party's name, symbol or service mark without prior written consent, which shall not unreasonably be withheld.
3. All notices from one party to the other party pursuant to this Agreement shall be in writing and shall be delivered at the addresses mentioned within either personally, by nationally recognized overnight delivery service, courier services, or by certified or registered post.
4. The date of receipt and effective date of the notice will be determined as follows:

5. a. The date on the signed receipt if delivered personally, by overnight service, or courier.
6. b. The date indicated on the return receipt if delivered by registered or certified mail.
7. It is agreed by and between the parties:-
  - a. The Article and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or intention of this Agreement.
  - b. No amendment to this Agreement is valid unless it is reduced to writing and duly signed by all the parties, unless the amendment is deemed to be automatic as per the terms of this agreement.
  - c. In the event of any inconsistency between the provisions of this Agreement and the Schedules/Annexures hereto, the provisions of the Agreement shall prevail over that of the Schedule. However, both the parties agree and understand that the IRDA guidelines on Standardization of Health Insurance issued vide IRDA/HLT/CIR/036/02/2013 dt.20/02/2013 and the IRDA (Health Insurance) Regulations, 2013, the parties shall be bound by the same. In case there is any inconsistency or repugnancy between the provisions of the aforesaid IRDA Guidelines and Regulations on the one hand and the provisions of this Agreement on the other, the parties shall be bound by the former for all their intents and purposes. The parties hereto agree that the provisions of this agreement are in addition to and not derogation of any of the provisions of the aforesaid IRDA Guidelines and Regulations, and that the same shall be deemed to have been grafted in this agreement.
  - d. If any or more provisions of this Agreement, or any part or parts thereof, should, for any reason, be found to be illegal, unenforceable or of no effect in any respect, the same shall be severed from this Agreement and the remaining provisions shall be valid and binding and shall not in any way be affected or impaired thereby.
  - e. AITPAL shall have discretion at all times, in modifying, adding, deleting or cancelling the contents of this agreement, at its sole discretion, and that the other party shall be bound by the same.
  - f. Any express waiver of any term or condition in this Agreement or waiver of a breach of such term or condition shall not constitute a waiver of any of the other terms and conditions or of any future breach or breaches of any term or condition or operate as a continuing waiver.
  - g. This agreement is entered into by the parties hereunto on principal to principal basis, and as such neither party shall be deemed to be the agent of the others or partner of the others.
  - h. Neither party shall transfer its rights or obligations in any manner whatsoever without the prior consent of the other parties.

#### **14: Amendments:**

This Agreement may be amended or supplemented only with the consent of both the Parties hereto, through the execution of a document in writing duly signed by the Authorized Signatories of both the parties and will be applicable from the date as agreed between the parties.

#### **15: Entire Agreement**

This Agreement constitutes the entire agreement of the Parties and supersedes all prior agreements and undertakings (both oral and written, including all correspondence) if any, between the Parties with respect to the subject matter hereof.

## **16: Costs and Expenses**

Each Party shall bear its own legal, accounting, professional and advisory fees, costs and expenses incurred by it in connection with this Agreement and subsequently. Provided however, that all stamp duty as may be payable, in respect of this Agreement shall be borne and paid by **Network Provider**.

## **17: Counterparts**

This Agreement may be executed in separate counterparts, and by the different Parties hereto in separate counterparts, each of which when executed shall be deemed to be an original. All the counterparts shall together constitute one and the same agreement.

## **18: Notices**

All notices and other communication pursuant to this Agreement, including amendments in the agreement, must be in legible writing and in English, and delivered either personally or through a reputed courier service or by registered post acknowledgement due or by legible telefax marked to the attention of the person concerned.

## **19: Relationship**

1. **AITPAL** and the Service Provider shall be and act as independent parties, and under no circumstance shall this Agreement be construed as one of agency, partnership or joint venture or employment between any of them. The relationship between **AITPAL** and the Service Provider under and / or in pursuance of this Agreement is on a Principal to Principal basis. Consequently, neither Party shall be entitled to represent the other and/or make any commitment on behalf of and/or in the nature of the other to or before any public body or authority and/or any other party. It is also clarified for the purpose of abundant caution that **AITPAL** shall not in any circumstance be deemed to be an agent of the Service Provider or vice-versa under any law for the time being in force. The Service Provider shall obtain appropriate certificate of registration to comply with the provisions of the applicable tax laws and other laws. **AITPAL** shall not be responsible to discharge any unpaid liabilities of the Service Provider arising out of any failure on the part of the Service Provider to get the appropriate registrations and / or authorizations or to comply with any statutory requirements under any law for the time being in force.
2. To enable the performance of the Services, it is likely that there would be regular interaction between employees/representatives of the Parties to this Agreement. The Parties do hereby agree that the same does not and shall not entitle the Service Provider or any of its employees to claim in any manner whatsoever, that it is an agent, partner, joint venture or an employee of **AITPAL**.

**Schedule I to Schedule III forms the part of this Agreement.**

SIGNED, SEALED AND DELIVERED BY

Alankit Insurance TPA Limited

SIGNED, SEALED AND DELIVERED BY

HOSPITAL/NURSING HOME

Authorised Signatory

Witness:

1.

Authorised Signatory

Witness:

2.