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MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING is executed on this 15 day of January, 2016;

BY AND BETWEEN:

HI-TECH MEDICAL COLLEGE AND HOSPITAL - Bhubaneswar, having its [principal place of business/ registered offices] at PANDARA, RASULGARH, BHUBANESWAR- 751025 (The "Hospital" or the "Provider") OF THE ONE PART;

AND

Bajaj Allianz General Insurance Company Ltd, a Company incorporated under the Indian Companies Act, 1956 and having its registered office at GE Plaza, Airport Road, Yerawada, Pune 411 006 and, amongst others, its office at Bajaj Finserv Building, Off.Nagar Road, Vimannagar (hereinafter referred to as "**Bajaj Allianz**" or "insurer" which expression shall unless it be repugnant to the subject or context, includes its successors and assigns) OF THE ONE PART;

WHEREAS Bajaj Allianz is a licensed General Insurance company duly registered with Insurance Regulatory and Development Authority;

AND WHEREAS Bajaj Allianz during the course of its business, inter alia, makes available, in various network hospitals, the Cashless Medical Treatment to its eligible Claimants/ Members holding Bajaj Allianz's valid Policy;

Dr. Umakanta Tripathy
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AND WHEREAS Hospital has also represented to Bajaj Allianz that it has been a well-known specialty hospital providing its health care services including providing its health checkup services in different locations in India.

AND WHEREAS Bajaj Allianz has represented that it has entered into arrangements with several other Hospitals for providing Cashless Medical Treatment to the Member;

AND WHEREAS Bajaj Allianz is desirous of entering into an arrangement with the Hospital for providing Cashless Medical Treatment to the Member and also for taking health checkup services for the beneficiaries.

AND WHEREAS the Hospital has represented to Bajaj Allianz that it has been licensed or registered under local, state or National Laws, as may be applicable and the doctors who treat the patients in Hospital are duly qualified holding required professional Degree/qualifications from the authority competent to issue such professional Degree/qualifications.

AND WHEREAS the Hospital has agreed to provide Cashless Medical Treatment to the Member of Bajaj Allianz in addition to Cashless Health care services/Medical Treatment Hospital has also agreed to provide health checkup services at discounted rates to the Beneficiaries as fully specified in Annexure 1 to this agreement.

AND WHEREAS both the parties have mutually agreed to enter into this agreement to record their mutual understanding hereunder this agreement.

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NOW THIS MOU WITNESSETH THE FOLLOWING:

ARTICLE 1 – DEFINITIONS:

- 1.1 **“Preauthorization Form** “means a letter issued by Bajaj Allianz addressed to the Hospital for the benefit of or in the account of the Member, inter alia, authorizing the Hospital to provide Cashless Medical Treatment to the Member for such ailment / suffering / disease as may be mentioned in such Preauthorization Form and for the amount upto the maximum amount of Cashless Medical Treatment as authorized by Bajaj Allianz in its Preauthorization Form.
- 1.2 The Pre-Authorization Form shall be in such form as prescribed by Insurance Regulatory and Development Authority of India [IRDA of India]. The Preauthorization Form shall be duly signed by the authorised signatory of Bajaj Allianz and shall contain all the relevant details / information as prescribed by IRDA of India.
- 1.3 The Hospital shall use the Preauthorization Form issued by Bajaj Allianz together with and or in conjunction with Identification Card or Smart Card issued to the Member and accordingly the Hospital obtaining Identification Card or Smart Card of the Member is a must without which the Hospital will not be able to claim reimbursement of amount solely basing on Preauthorization Form.
- 1.4 Authorization letter for health checkup means a letter issued by Bajaj Allianz which has to be carried by every beneficiary, to avail any health checkup with or without any benefits, discounts that may be provided by Hospital.
- 1.5 **“Customer Data”** means Data as to the Member.
- 1.6 **“Data”** means a representation of information, knowledge, facts, concepts or instructions which are being prepared or have been prepared in a formalized manner

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and or informal manner, and is intended/not intended to be processed, is being processed or has been processed in a computer/computer resource/computer system/computer network or otherwise than in computer/computer resource/computer system/computer network, and may be in any form (including computer print outs magnetic or optical storage media, punched cards, punched tapes or in any physical form not necessarily stored in computer/computer resource/computer system/computer network) or stored internally in the memory of the computer and shall also include Information or Personal Data or Information or Sensitive Personal Data or information of a person, Customer Data, Insurance Data etc.;

- 1.7 "the Member" or "Insured" means and includes Bajaj Allianz's employees/ customers/ insured who have taken health insurance policies of Bajaj Allianz, including the beneficiaries/family members of insured.
- 1.8 "Beneficiaries" shall mean the employees/the Member or Insured of Bajaj Allianz who is availing health checkup as shall be specified in the Authorization Letter issued by Bajaj Allianz.
- 1.9 "Insurance Data" means Data as to Insurance Policy(ies) issued by Bajaj Allianz to the Members or otherwise which comes to the knowledge of Hospital and shall also include the Data of Customer who holds Insurance Policy(ies).
- 1.10 "Confidential Information" means all or any information (whether or not recorded in documentary form or on computer disk or tape) relating to:
- (a) The Personal Data or Information and details of the Beneficiaries, Member and his/her family members whose details are provided to the Hospital,
 - (b) The personal ailment/s or any diagnosis of the ailment and the Cashless or other Medical Treatment to be provided to the Member or his/her family members or health checkup done to Beneficiaries;
 - (c) The business and affairs of both parties or any of its Affiliates, including corporate plans, management systems, accounting and other records, finances,

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research and development projects of computer programs, assembly, quality control, installation and operating procedures, operating manuals, technical and marketing information, designs, data and know-how of both parties or any of its Affiliates:

- (d) any business information, strategies and plans, advertising plans, data and/or material,
- (e) any technical, marketing, financial and commercial information / affairs of a Party.
- (f) The Personal Data or Information and or Sensitive Personal Data or Information [Personal Data or Information and or Sensitive Personal Data or Information is hereinafter referred to as "Sensitive Personal Data"] as recognized under Information Technology Act read with Information Technology (Reasonable security practices and procedures and sensitive personal data or information) Rules, 2011 or any amendments or modifications thereof from time to time.;
- (g) all other related information including any health reports[Medical reports], domain names, rates, payment terms and discounts and or The information and details as to this MOU and contents of this MOU, and
- (h) All documents marked confidential as also all medical reports and Personal Data or Information of the Members or Beneficiaries. Confidential information shall however not include any such information that shall have come into the public domain as a consequence of any action or event that is not attributable to any breach by either party of any of its obligations under MOU.

1.11 Personal Data or Information: "Personal Data or information" means any information that relates to a natural person which, either directly or indirectly, in combination with other information available or likely to be available with a body corporate, is capable of identifying or relating to such person or the property(ies)/profession of a person or any other Personal Data or Information of such person.

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- 1.12 "Reasonable security policies, procedures and standards" means as mentioned in Information Technology Act read with Rules, Regulations and Guidelines prescribed there under, from time to time.
- 1.13 Sensitive Personal Data or Information: Sensitive Personal Data or Information of a person means such personal Data or information which consists of information of or provided by the Member, relating to:--
- (i) Password;
 - (ii) Financial information such as Bank account or credit card or debit card or other payment instrument details;
 - (iii) Physical, physiological and mental health condition;
 - (iv) Sexual history or orientation;
 - (v) Medical records and history as to any type of ailments [including HIV/AIDS] and health status of insured and his/her family members;
 - (vi) Biometric information;
 - (vii) Any detail relating to the above clauses as provided to the Hospital for providing service; and
 - (viii) Any of the information received under above clauses by the Hospital for processing, storing under lawful contract or otherwise.
- Provided that any information that is freely and legally available or accessible in public domain or furnished under any statutory provisions for the time being in force shall not be regarded as sensitive Personal Data or Information.
- Provided further that even if any Sensitive Personal Data or Information is freely available or accessible in public domain but the person who has put such information in public domain has put so illegally or by committing some offenses, then such Sensitive Personal Data or Information shall not be treated as legally available.
- 1.14 **"Final Docket"** may include copy of the pre-Authorization Form, original Bill/s of costs for providing Cashless Medical Treatment, copies of the discharge summary/card or complete death summary mentioning duration of ailment and duration of other disorders or cause of death, copies of Investigation Reports, pharmacy bill if supplied by the Hospital.
- 1.15 **"Identity Card"** means Identity Card or Smart Card that shall be issued by Bajaj Allianz to the Member for the purpose of identification as such Member and for such identification shall bear all the relevant information including the details of policyholders, the Members, logo of Bajaj Allianz etc.,
- 1.16 **"Cashless Medical Treatment"** means all necessary and appropriate medical care, treatment or healthcare services that may be provided/extended by Bajaj Allianz through the Hospital to the Member, beginning with and including admission in the Hospital until discharge or death of the Member, as the case may be and the cost of such medical care, treatment or healthcare services is borne and paid by Bajaj Allianz directly to the Hospital in terms of the MOU, either by cheque/NEFT/RTGS or other Banking channels, as per the decision of Bajaj Allianz.
- 1.17 **"Non-Medical Items"** include telephone charges, food bills of the Members' relative/s / friend/s / visitors, hospital registration fees and such other items as may be decided by the Hospital from time to time.
- 1.18 **"Application form for Pre – Authorization"** means an application form required to be duly filled in by the Patient and or his Doctor/s (with or without the assistance of the Hospital) desirous of availing Cashless medical Treatment and which is duly submitted by the Member to Bajaj Allianz for obtaining the Preauthorization Form.

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It shall be the duty of Bajaj Allianz to keep the Preauthorization Form available with the Hospital. The same shall be in such form as may be acceptable to the Hospital or in the form prescribed by the Hospital in that behalf from time to time.

- 1.19 "Services" means and includes Cashless Medical Treatment to the Member of Bajaj Allianz, various healthcare Services or Mediate treatment or Surgery as may be required to be provided and provided/agreed to be provided by the Hospital [as per this MOU depending upon the ailment or disease being suffered by the Member. Services shall also means and includes the health checkup services provided by Hospital to Beneficiaries at discounted rates as more fully specified in Annexure

Hospital Rep. Chd

ARTICLE 2 – TERM OF MOU:

- 2.1 This MOU shall come into force from the date of execution of this MOU [effective date]. The MOU shall be valid for a period of 36 months from the effective date unless the same is terminated prior to the expiry. Any amendments shall be agreed in writing by parties, except in some clauses where the amended provisions of IRDA of India shall automatically form part and parcel of this MOU.
- 2.2 The Parties may renew this MOU for a further period from the expiry thereof or for such other period as may be mutually agreed between the Parties on the terms and conditions contained in the MOU or on such terms and conditions that may be mutually agreed by the Parties.

ARTICLE 3 - ADMISSION AND PROVISION OF CASHLESS MEDICAL TREATMENT:

- 3.1 The Hospital hereby agrees and undertake with Bajaj Allianz to admit the Member in the Hospital for providing Cashless Medical Treatment and or healthcare services to the Members upon the Member presenting the Identity Card and the Preauthorization Form or presenting only the Identity Card in the case of emergencies, as the case may be, to the Hospital. After providing the Cashless Medical Treatment or healthcare services to the Member, the Hospital will claim from Bajaj Allianz the expenses of Medical Treatment or healthcare services to the Member as per procedure mentioned in other clauses of this MOU.
- 3.2 In the event of a failure by the Hospital to accept the identity card issued by Bajaj Allianz or the authorization letter signed by the authorized signatory of the Member, or upon a breach by the Hospital of the terms as to Identification Card or smart card, the Hospital shall be liable in such manner as may be agreed upon by the parties from time to time.
- 3.3 Upon admission, a Member shall be entitled to a room or such facilities as communicated by Bajaj Allianz in the authorization letter. Admission to a room or ward or provision of any facility, which is beyond the scope of a Member's entitlement, shall only be with the prior written approval of Bajaj Allianz and such costs and expenses for services/facilities beyond the entitlement of the Members shall be collected by the Hospital from the Members.
- 3.4 The Hospital shall ensure that the Members are admitted into the Hospital and are provided Services on an urgent and network basis. Where the Hospital is unable to admit a Member on account of actual non-availability of accommodation or does not have the facility to provide the Service, the Hospital shall, in good faith, make best efforts to arrange for the admission of the Member or the provision of such services

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- to such Member in another hospital/nursing home that is part of the Network.
- 3.5 The Hospital shall have its facility or Services covered by proper indemnity policy or Liability Policy, including error, omission and professional indemnity and agrees to keep such policies in force during entire tenure of the agreement.
- 3.6 The Hospital shall best endeavor to seek pre-authorization at the earliest without taking much time, keeping in view that the Members require the Medicate treatment/healthcare Services on priority.
- 3.7 The Hospital shall follow the Cashless Facility in Planned or Emergency Admission as per the detailed & procedure as fully described in Schedule I to this MOU, which shall form part and parcel of this Agreement and Schedule I shall stand automatically amended/modified [and shall form part and parcel of this MOU in line with IRDA of India amended guidelines/regulations/Laws.
- 3.8 The Hospital shall ensure that best medical treatment /facility is extended to the beneficiary and allows Bajaj Allianz officials to visit the beneficiary and shall provide the indoor papers or discuss the treatment being given to the beneficiary with the doctor. The hospital shall provide physical copies of all such documents on demand without introducing any new formalities or procedures. Bajaj Allianz shall however not interfere with the medical treatment of the patient. The access and provision of medical records shall be applicable to both cashless and reimbursement cases in the hospital. The Hospital shall provide the mortality data, nosocomial infection data to Bajaj Allianz (whenever asked for). This will be kept strictly confidential.
- 3.9 The Hospital shall provide the full MIS of all the Cashless treatments provided to the Members of Bajaj Allianz regularly on monthly basis for the previous month so that all the payment reconciliation process is done and closed by the parties. This Payment reconciliation should be done through Online Hospital portal only for which the User ID & password will be given to the hospital which would be confidential.
- 3.10 The Hospital shall display at prominent location, preferably at the reception and admission counter and Casualty/Emergency departments/wards, about the information of cashless facility for Bajaj Allianz Policy Holders/Members covered by Policies of Bajaj Allianz.
- 3.11 The Hospital hereby agree and understand that only Bajaj Allianz has power to admit or deny the claim of the Members and such admission or denial of the Claim by Bajaj Allianz will be communicated by Bajaj Allianz to the Hospital either by itself or if TPA is involved TPA will convey the decision of Bajaj Allianz to the Hospital. It is also specifically acknowledged by the Hospital that if any TPA is involved, such TPA shall not have any right to settle or reject the claim of the Members.
- 3.12 In order to facilitate the Member in obtaining the Preauthorization Form, the Hospital shall be entitled to assist the Member in completing the Pre - Authorization Form. Bajaj Allianz is entitled to deny grant of the Authorization Letter to the Member if the ailment / suffering / disease mentioned in the Pre - Authorization Form is not covered by Bajaj Allianz. It is clarified that in such an event and if the Member so desires, the Hospital shall be at a liberty to provide medical treatment to the Member as a regular patient (and not as the Member) under the Hospitals' prevalent terms, conditions, rules and regulations. Once Bajaj Allianz grants the Preauthorization Form, Bajaj Allianz shall not revoke / cancel the same on any ground whatsoever and the Hospital shall be entitled to proceed to admit the Member for providing Cashless Medical Treatment. However, Hospital

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acknowledges that Bajaj Allianz cannot be held responsible for payment of expenses for Cashless medical treatment which were not authorized by Bajaj Allianz. The Hospital shall be entitled to refuse admission for providing and or restrict provision of Cashless Medical Treatment to the Member under the MOU if the Hospital is of the opinion that the details / information contained in the Preauthorization Form and or the form thereof is not satisfactory. The decision of the Hospital in that behalf shall be final and binding upon Bajaj Allianz. It is clarified that in such an event and is the Member so desires, the Hospital shall be at a liberty to provide medical treatment to the Member as a regular patient (and not as the Member) under the Hospitals' prevalent terms, conditions, rules and regulations.

- 3.13 In the case of an emergency, the Hospital shall be entitled to admit the Member upon the Member presenting only the Identity Card to the Hospital. In such as event, the Hospital shall have the Pre - Authorization Form submitted to Bajaj Allianz in order to enable the Member to obtain the Authorization Letter subject to obtaining signature from immediate blood relation of the Member.
- 3.14 In such event of an emergency (treating the medical condition as emergency is on the sole discretion of the doctor on duty at the casualty department and the concerned consultant, but the Hospital shall approach in humanitarian and magnanimous way of helping the patients at the time of emergency without unreasonably rejecting the emergency treatment required by Member), till such time the Preauthorization Form is received by the Hospital or in the event of the Preauthorization Form not being granted by Bajaj Allianz, the Hospital shall be entitled to demand and accept deposit/s to cover the cost for providing the Cashless Medical Treatment to the Member. Such deposit/s shall be refunded to the member as per Clause 3.19 hereof.
- 3.15 In such event of an emergency, the Hospital may admit the Member in such category of accommodation as may be then available. Upon receipt of the Preauthorization Form, the Hospital shall transfer the Member to such category of accommodation mentioned therein unless such mentioned category of accommodation is the same as the one in which the Member is already admitted.
- 3.16 The Member shall be entitled to receive the Cashless Medical Treatment as mentioned in the Preauthorization Form. If the Member desires and or requires Cashless Medical Treatment other than that mentioned in the Preauthorization Form, the Hospital shall not be obliged to provide the same to the Member under the MOU unless the same is expressly authorised by Bajaj Allianz in writing in that behalf. It is clarified that in such an event, the Hospital shall be at a liberty to provide such Cashless Medical Treatment to the Member as a regular patient (and not as the Member) under the Hospitals' prevalent terms, conditions, rules and regulations but in any case rejection of treatment to Members shall not be unreasonable and even if it is not falling under this MOU, Hospital shall talk to Member and accordingly with his permission and costs, treat him with good services of Hospital.
- 3.17 In the unlikely event of the Hospital being unable to provide the Cashless Medical Treatment mentioned in the Preauthorization Form on account of unavailability thereof or otherwise, the Hospital shall endeavor to make best efforts to arrange for and provide the same to the Member. In such an event, the Hospital shall be deemed to have itself provided the Cashless Medical Treatment to the Member under the MOU.
- 3.18 The Hospital shall endeavor to provide best Cashless Medical Treatment to the Member within the scope of the Preauthorization Form except in the case as

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mentioned in Clause 3.4 above. Bajaj Allianz shall be entitled to depute its officials to visit the Member in the Hospital and discuss the nature of Cashless Medical Treatment with the Member and or his Doctor/s.

- 3.19 The Hospital shall endeavor to ensure that the Member is not required to make deposit/s of any amount either as a pre - condition for admission and or continuation of Cashless Medical Treatment. However, it is expressly agreed by the Parties that the Hospital shall be entitled to demand and accept such amount of deposit/s from the Member as shall in the opinion of the Hospital may be sufficient to cover the cost of Non - Medical Items as a pre condition for admission and or providing Cashless Medical Treatment to the Member. Such deposit/s shall be refunded to the member as per other clause of this MOU. It is clarified that if the Member refuses or fails or neglects to pay such deposit, the Hospital shall be entitled to refuse admission and or provision of Cashless Medical Treatment however such refusal shall not be unreasonable and Hospital may inform to Bajaj Allianz as to the reasons for such refusal.
- 3.20 In the event of the cost of providing Cashless Medical Treatment to the Member exceeds the amount authorised in the Authorization Letter, the Hospital shall inform Bajaj Allianz of the same and check for availability of further limit. In case the authorised amount is not increased by Bajaj Allianz, the Hospital shall be entitled to refuse admission and or refuse or restrict the provision Cashless Medical Services to the Member unless the Member desires to avail of such medical treatment the cost of which exceeds the authorised amount as a regular patient (and not as the Member) under the Hospitals' prevalent terms, conditions, rules and regulations. In this regard Hospital shall endeavor to keep Member informed of such costs and take his/her consent and only when Member is unable to pay, then only Hospital may refuse admission or treatment but not otherwise. Provided the services for which the extra amount has to be paid by the Member which is beyond the authorized amount, are inconsequential and even without such extra amount the services can be provided to the Member as per authorization given by Bajaj Allianz then the Hospital shall not refuse the admission or treatment excluding the treatment for which the Member could not pay but such exclusion shall not adversely affect the services provide to the Member in any way.
- 3.21 Deposit/s, which may have been taken by the Hospital from the Member, shall be refunded back to the Member only after the Bill/s raised by the Hospital less the discount given, are paid by Bajaj Allianz. In the event of Bajaj Allianz rejecting the Hospitals' Bill/s or any part thereof, the Hospital shall be entitled to deduct from such deposit/s the cost of the Non-Medical Items and or the amount payable to the Hospital under the Bill/s [less the discount given] that are rejected by Bajaj Allianz and return the balance back to the Member in case the amount of deposit/s exceeds the cost of the Non Medial Items and or the amount payable to the Hospital under the Bill/s that are rejected by Bajaj Allianz.
- 3.22 Where the Member has been issued a Preauthorization for the conduct of a given procedure/treatment in a given hospital or if the policyholder is already undergoing such treatment at a hospital, and the Hospital is proposed to be removed from the list of Network provider of Bajaj Allianz then Bajaj Allianz will provide the benefits of cashless facility to such Member as if such hospital continues to be on the Network Provider list of Bajaj Allianz. In terms of this MOU, Bajaj Allianz will empanel the Hospital as one of the Network Hospitals of Bajaj Allianz. If Bajaj Allianz takes call to de-empanel the Hospital as Network Hospital of Bajaj Allianz, then Bajaj Allianz will follow the procedure for de-empanelment of Hospital as per Schedule II to this

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MOU, which shall form part and parcel of this Agreement and Schedule II shall stand automatically amended/modified as per IRDA of India guidelines/amendments, from time to time.

ARTICLE 4 – HEALTH CHECKUP SERVICES:

- a. The Hospital hereby agrees and undertakes to provide various health checkup services to the Beneficiaries upon issuance of Authorization letter by Bajaj Allianz. Hospital hereby confirms and acknowledges that it shall alone be liable for providing the expertise and experienced health checkup services to Beneficiaries [who carry authorization letter to the satisfaction of Beneficiaries and Bajaj Allianz shall only be facilitating for the health check services to the Beneficiaries and in this regard, Hospital acknowledge that Bajaj Allianz as insurer are only and merely facilitating for health checkup services to the Beneficiaries and Bajaj Allianz shall not be in any responsible or liable for deficiency of services etc., and hence Hospital being Service Provider, Bajaj Allianz request for (i) good and quality services by Hospital, to be provided to the Beneficiaries with experienced, expertise and duly qualified doctors, and (ii) for Hospital maintaining strict confidentiality of customer's information, reports, diagnosis of the ailment etc., In this regard Hospital shall alone be solely responsible and liable to the Beneficiaries for any deficiency in services or otherwise. If Bajaj Allianz find any of Hospital's team/doctors have not/are not duly taking care of services to be provided to Beneficiaries, then Bajaj Allianz may request Hospital to immediately replace/substitute the concerned doctor. Hospital hereby agree and undertake that it shall be solely responsible and liable to immediately resolve/redress all the concerns/complaints/proceedings/actions/suits etc., if any, of Beneficiaries, for deficiency of services or breach of obligations under this MOU or any issues/concerns that are raised by Beneficiaries as to Hospital providing the health checkup services and Bajaj Allianz shall in no way be concerned or responsible/liable for the same. Hospital shall not assign or transfer, in full or part, any of the rights, duties and obligations under this MOU to any other persons/entity. Bajaj Allianz and Hospital shall execute a Supplementary schedule before Hospital providing any health checkup services to Beneficiaries in general or to a group of Beneficiaries of any corporate etc., to mutually agree upon the commercial terms. The format of the Supplementary schedule is annexed as Annexure _____.
- b. This shall be an additional service and can be provided by the Hospital at the Hospital premises or at any other place upon the request of Bajaj Allianz.
- c. The Hospital hereby agrees and confirms to provide the health checkup services at discounted rates which shall be mutually agreed upon by Hospital and Bajaj Allianz, from time to time.
- d. The reports of the Beneficiaries of the health checkups shall be provided by the Hospital to Bajaj Allianz or to the Beneficiaries within 7 days of the completion of health checkups.

ARTICLE 5 – RIGHTS AND OBLIGATION OF PARTIES AS REGARDS CASHLESS MEDICAL TREATMENT:

- 5.1 Upon the discharge or death of the Member, as the case may be, the Hospital shall claim and be entitled to and Bajaj Allianz shall be liable to pay to the Hospital the cost of the Cashless Treatment that have been provided to the Member, as per terms

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and conditions of this MOU. In that behalf the Hospital shall raise Bill/s [as reduced by discount on the Member forward a copy or copies of such Bill/s and or the Final Docket/Discharge summary to Bajaj Allianz. The same shall be sent by the Hospital to Bajaj Allianz for processing and payment via such medium as the Hospital deems fit so as to reach Bajaj Allianz as expeditiously as possible. While raising the Bills/s, Discharge summary etc., the Hospital shall:

- 5.1.1 Upon discharge, the invoice/bill [as reduced by discount] for the Services shall be presented to the Member for signature. All non-medical expenses [which are not admissible under the Policy] like registration fees, admission fees, telephone charges, food bills of attendants; ambulance charges, toiletries etc. shall be recovered from the member at the time of the discharge. Any Investigation carried out at the request of the patient but not forming the necessary part of the treatment also must be collected from the patient List of non-medical charges can be collected from website.
- 5.1.2 The bill will have time of admission and time of discharge written on the copy. The billing shall be as per the published tariff of the hospital as reduced by the discount offered, which shall be pre-approved by Bajaj Allianz. Any changes in tariff or discounts must be notified to Bajaj Allianz by the hospital in advance and take prior consent of Bajaj Allianz in writing. The Hospital has to obtain the following documents, apart from complying with the other clauses of this MOU.
 - (a) Signed Claim Form of Bajaj Allianz,
 - (b) Copy of beneficiary ID card with legible ID number along with an photo identity proof (Voter ID, Pan Card, Etc.,)
 - (c) Copy of authorization letter,
 - (d) Original final bill with detailed break up of various billing heads and also showing the discount given by separate head in each and every Bill,
 - (e) Invoice of implant used in surgery.
 - (f) Original and complete discharge card / death summary mentioning duration of ailment and duration of other disorders / cause of death,
 - (g) Original Investigation reports with corresponding prescription /request,
 - (h) Pharmacy bill if supplied by hospital with corresponding request, Birth / death certificate,
 - (i) Status of deposit paid if any by beneficiary, MLC report and other supporting documents, specifying alcohol history at the time of admission in case of road traffic accident.
- 5.2. The bill and claim supporting documents shall be submitted to Bajaj Allianz office within 15 days of discharge of patient, beyond which Bajaj Allianz shall not make any payment.
- 5.3 Bajaj Allianz shall deny the payment if reply of Hospital for the raised queries/deficiency is not received within 45 days.
- 5.4 (a) Follow the procedure to furnish the standard discharge summary as detailed in Schedule III to this MOU, which shall form part and parcel of this Agreement and Schedule III shall stand automatically amended/modified [and shall form part and parcel of this MOU in line with IRDA of India amended guidelines/regulations/Laws.
- (b) Follow the procedure to furnish the standard Billing Format [with specific/separate head for discount] as in Schedule IV to this MOU, which shall form part and parcel of this Agreement and Schedule IV shall stand automatically amended/modified [and shall form part and parcel of this MOU in line with IRDA of India amended guidelines/regulations/Laws.

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ARTICLE – 6 UNDERTAKINGS OF THE HOSPITAL AS REGARDS HEALTH CHECK UP SERVICES:

- (a) Exercise the due skill, care and diligence as may be expected from expertise, experienced and qualified professional Service Providers experienced in the provision of like services of a similar size, scope and complexity to the Services;
- (b) Report to Bajaj Allianz within a reasonable time the occurrence of any event or Conditions that might delay or prevent completion of providing the Services by Hospital or meet any timeline as agreed under this agreement, indicating the steps being taken by the Hospital to rectify the situation;
- (c) At all times undertake that Hospital and its employees shall comply with all applicable Laws and regulations and hold all required authorizations and licences governing the performance of Services agreed to be provided to Bajaj Allianz under this agreement;
- (d) At all times undertake that Hospital and its employees shall comply with all statutory Requirements in respect of health and safety and all insurance policies or reasonable instructions issued by Bajaj Allianz to Hospital from time to time;
- (e) Appoint a representative, as single point of contact, to represent Hospital and for the Purpose of communication with Bajaj Allianz in respect of the Services under this Agreement. The acts of such representative shall be binding on Hospital.
- (f) Shall ensure that it has all the required registrations/licensees/permissions for Providing the above services
- (g) Shall ensure to provide the services from due expertise and experienced doctors to deal with Beneficiaries/customers/Member politely and good services of Hospital have to be provided to Beneficiaries/customers/Member without any scope for complaints as to deficiency of services. The services herein provided shall be to the extent of satisfaction of Bajaj Allianz
- (h) This Clause shall survive during the term of this Agreement.

ARTICLE 7 – CLAIMS PROCEDURE:

- 7.1 All hospital bills and documents shall be sent to Bajaj Allianz within 15 days of discharge of the payment.
- 7.2 Bajaj Allianz will ensure that payment is done within 30 days of receipt of the complete documentation from the hospital at Bajaj Allianz's HO- HAT, Pune office of the Bill/s together with receipts, Final Docket/Discharge summary and other required treatment documents, Bajaj Allianz shall pay the Bill/s so raised by the Hospital by its Cheque or Bankers Cheque or Demand Draft or Pay Order or NEFT/RTGS transfer to the Hospital or intimate rejection of payment thereof after duly assigning reasonable reasons or partly pay and partly reject payment thereof after duly assigning reasonable reasons. Bajaj Allianz shall deduct the applicable TDS or other applicable taxes. Preferred mode of payment of bills is NEFT/RTGS.
- 7.3 A Discount of 0% & same shall be offered by the Hospital in acknowledgement of the goodwill generated by this MOU. In this regard the Hospital shall invariably include the discount offered in each and every bill raised by the Hospital for each and every IPD covered and by insurance policy of Bajaj Allianz for admissible claims. Hospital agree that giving the Discount percentage/amount in consolidated monthly statement is not sufficient.
- 7.4 The hospital staff shall not discuss any payment issues or problems with the

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Members or convey any issues that they have With Bajaj Allianz to the Members. In case the hospital has any issues, the same needs to be clarified urgently with Bajaj Allianz. Any harassment or denial of service to the Members without prior notice to us shall be construed as violation of the MOU.

- 7.5 The tariff/charges of the Hospital shall be competitive and reasonable which have to be prior informed to Bajaj Allianz, from time to time, and shall not be excessive tariff. This agreement is subject to the detailed tariff/charges duly submitted by the Hospital which has to be agreed in writing by Bajaj Allianz. The tariff / Package rates will not be changed by Hospital within one year from the date of signing of this MOU and written approval of tariff/package rates by Bajaj Allianz. Post final confirmation of revised tariff from Bajaj Allianz, the revisions in tariff will be taken into force making an allowance for the availability of tariff for all existing services of the hospital.
- 7.6 i) A Discount of 0% on OPD Consultation and investigation shall be offered by the Hospital. This will be applicable for (i) OPD cash Paying Customers/Members, and (ii) Health checkup camps And Other Value Added Services. These discounts offered have to be separately shown in the bills.
- 7.7 The provider must send enhancement request for planned discharge for next morning by previous evening. In case provider fails to do so neither Bajaj Allianz nor client shall pay the charges for extra stay.
- 7.8 Bajaj Allianz will conduct an orientation program for the concerned staff of Hospital orienting them about the procedure to be followed for servicing the Members of Bajaj Allianz. The hospital thereafter shall be responsible for communicating the admission guidelines to new staff on a regular basis. Bajaj Allianz will intimate Hospital in written regarding any change in guidelines/rules/regulations, if any.
- 7.9 The Hospital will provide outpatient services to the Member only on the basis of the authorization letter subject to the amount and required services mentioned in the authorization letter. The Hospital must ensure the identity of the Members before providing the Services.
- 7.10 It is also expressly agreed between the Parties that security deposit is waived off for Bajaj Allianz and no security deposit will be taken from the Member except where there is co-payment in which case Hospital may take call whether to seek deposit of co-payment of amount or to collect later which is between the Member and the Hospital.
- 7.11 The Hospital may opt out of any TPA, if any, engaged by Bajaj Allianz for inadequacy of services provided by TPA to the Hospital by duly intimating in advance to Bajaj Allianz and TPA concerned.

ARTICLE 8 – TERMINATION AND CONSEQUENCES:

- 8.1 Both parties shall, without prejudice to the other rights and or remedies they may have whether under the MOU and or Law, be entitled to terminate the MOU forthwith upon the happening of any of the following events:
- 8.1.1 If Bajaj Allianz, in the sole opinion of the Hospital (which opinion shall be supported by sufficient evidence) becomes incapable, due to not holding valid IRDA of India license, of carrying out the functions, obligation and or duties undertaken by Bajaj Allianz under the MOU. It is agreed by Hospital that the image of Bajaj Allianz is involved in case where Hospital alleged about incapacity of Bajaj Allianz to carry out the functions and obligations under this MOU and accordingly Hospital shall restrain from using such words unless Hospital is able to show by documentary

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- evidence about incapacities of Bajaj Allianz.
- 8.1.2 If, in the opinion of Bajaj Allianz, Hospital is not able to provide its professional services to Members of Bajaj Allianz which is expected of a professional and corporate Hospitals. In this regard it is agreed to by Hospital that it shall strive and ensure that the services it is providing to Members are the best and with latest technology and the professional and expert Doctors and consultants together with competitive tariffs to the satisfaction of Bajaj Allianz.
- 8.1.3 Bajaj Allianz reserves its right to opt out or terminate this MOU for inadequacy of services or deficiency of services rendered by the Hospital.
- 8.1.4 Bajaj Allianz has right to cancel or terminate or modify [as may be decided by Bajaj Allianz] this MOU in case of any fraud, misrepresentation, inadequacy of service or non-disclosure of actual facts or other non-compliance or default on the part of the Hospital. Provided that no such cancellation or termination or modification will be done by Bajaj Allianz unless the Hospital is given an opportunity of being heard. Provided however, the hospital shall duly reply and fully clarify [with a period of 7 days] on the letter sent by Bajaj Allianz in this regard and in case of not replying in 7 days then it shall be deemed that the hospital has admitted and has nothing to say or reply to the letter of Bajaj Allianz.
- 8.1.5 If other party commits a breach of any provisions of this MOU, and fails to remedy the same within 7 working days from the receipt of a notice from non-breaching party in the behalf.
- 8.2 The Hospital as well as Bajaj Allianz shall be entitled to terminate the MOU without assigning any reason whatsoever by giving 30 days written notice other party in that behalf.
- 8.3 The Parties shall return to the other party upon request and in any event, upon the termination of the MOU, all the confidential information, documents, computer disks and tapes and other tangible items in their possession or under their Control which belong to the other party or which refer to or contain any Confidential Information. Bajaj Allianz May retain so much of Confidential Information, Data, Customer Data, Insurance Data, Personal Data or Information and Sensitive Personal Data or Information, as may be required by it as General Insurer from the effective date of termination or cancellation of this MOU.
- 8.4 From the effective date of termination or cancellation of this MOU the Hospital may not provide any Cashless Medical Treatment to the Member merely basing on the terms and conditions of this MOU as from the effective date of termination Bajaj Allianz will not be liable for cashless treatment and accordingly if the Member wishes to have treatment from the Hospital, then the Hospital may discuss with member and at the costs and expenses of Member Hospital shall provide the treatment without refusing treatment to Member and his/her family merely because this MOU is terminated;
- 8.5 The Hospital shall continue to provide it services to the Members of Bajaj Allianz as per terms and conditions of this MOU notwithstanding change or termination of TPA, if any.
- 8.6 Where the Member is already admitted, the Hospital shall continue to provide any Cashless Medical Treatment necessary in the best interests of the member until the completion of the member's treatment irrespective of the fact that this MOU is terminated. Any Cashless Medical Treatment provided to a Member during this period shall be provided in accordance with the provisions of this MOU. Once pre-authorization is obtained, Bajaj Allianz will be responsible for making the payments.

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- 8.7 Bajaj Allianz shall be liable to and shall forthwith pay to the Hospital all amounts due and payable by Bajaj Allianz to the Hospital;
- 8.8 The hospital hereby agrees, that if the hospital/hospital authority is found to be involved in fraud, then the hospital shall refund the total amount paid by Bajaj Allianz to Hospital during the last 6 months as a penalty towards avoiding recurrence of similar instances.

ARTICLE 8 – NON DISCLOSURE:

- 9.1 Hospital agrees that all confidential information including reports, diagnosis of the ailment etc., and or any related information Data, Customer Data, Insurance Data, Personal Data or Information and Sensitive Personal Data or Information., and details of Beneficiaries/Members and or the Customers of Bajaj Allianz which Hospital may know or learn while providing/having provided its Services during the period of this agreement, is confidential information of Bajaj Allianz and Hospital shall maintain the confidential information in strict confidentiality by storing it in the same manner as it stores its own confidential information and shall be accessed, stored, safe kept, processed and or transmitted/disclosed by following a reasonable security practices, procedures and standards by way of managerial, technical, operational and physical security control measures that are commensurate [but not less than security practices, procedures and standards prescribed by Information Technology Act] with the, Personal Data or Information and or Sensitive Personal Data or Information of a person or any other Data or Information of whatsoever nature.
- 9.2 Hospital agree that their officers, employees, agents and representative shall maintain strict confidentiality of Confidential Information and shall not disclose the confidential information to any person without the prior written consent of Bajaj Allianz provided that Hospital may disclose such information as per orders or directions of court of law or statutory authorities. In addition to exercising such degree of care to protect the confidential information, Hospital also agrees not to in any way disclose, copy, reproduce, modify, use, or otherwise transfer the Confidential Information to any other person, group of persons or entity (whether incorporated or not) without obtaining prior express written consent from Bajaj Allianz. Hospital and his authorized persons shall not reverse engineer, disassemble or decompile any prototypes, software or other tangible objects, which embody the Confidential Information. Bajaj Allianz retains the sole and exclusive ownership as well as all the intellectual property rights in the Confidential Information and no license or any other interest is granted to Hospital unless expressly agreed to by Bajaj Allianz in writing prior to such disclosure. This obligation on Hospital to maintain confidentiality will continue beyond termination of this agreement as per the terms and conditions of this agreement. Provided also that Hospital or any person on its behalf shall not publish the sensitive personal data or information of the Members/Beneficiaries and the third party receiving the sensitive personal data or information from the Hospital or any person on its behalf as hereinabove shall not disclose it further.

ARTICLE 10 – INDEMNITY:

- 10.1 Both parties hereby indemnifies each other and shall always keep the other party indemnified from and against all actual direct costs, charges and expenses incurred


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or at any time suffered, caused or sustained by other party due to or on account of any default, negligence or any breach or default of any of the terms and conditions of the MOU on the part of defaulting party. Bajaj Allianz shall not be liable or responsible for any acts, Omission or commission of the Doctors and other medical or non-medical staff of the Provider.

- 10.2 The Hospital also hereby indemnify and keep Bajaj Allianz Indemnified for its breach of any representations and warranties, or for its not obtaining license or registration under local, state or National Laws, as may be applicable and also for the doctors who treat the Members in Hospital are not duly qualified holding required Degree/qualifications from the authority competent to issue such Degree/qualifications or for any inadequate or deficiency of services/Health Checkup services, or for breach of confidentiality or for acts, commissions and omissions of the Hospital, its employees, Doctors, Nurses or other staff/persons who are involved in the process of providing the Medical Treatment or healthcare services, including health checkups to the Members/Beneficiaries or for acts, commissions and omissions of Hospital, its staff, employees, doctors, agents etc., or for breach of this Agreement, resulting in any claims, damages, actions, proceedings suits [including the advocate fees incurred by our company, if any etc.,] against Bajaj Allianz. For all these obligations and indemnities, the Hospital shall also be liable to the Members who suffer due to various aspects mentioned in this clause.
- 10.3 Notwithstanding anything to the contrary in this Agreement, neither Party shall be liable by reason of failure or delay in the performance of its duties and obligations under this Agreement if such failure or delay is caused by acts of God, strikes, lock-outs, embargoes, war, riots, civil commotion, any orders of governmental, quasi-governmental or local authorities, or any other similar cause beyond its control and without its fault or negligence.

ARTICLE 11 – MISCELLANEOUS:

11.1 ASSIGNMENT:

Neither Hospital nor Bajaj Allianz shall transfer, assign or otherwise convey the rights and obligations under this MOU, in full or part, to any party except to their respective successors in interest. Provided however, Bajaj Allianz reserve its right to assign its right to its group companies, sister companies, holding company etc.,

11.2 Words And Phrases:

For the purpose of this MOU, words, terms, phrases, and their derivations shall have the meanings given in the MOU, unless the context clearly requires a different meaning. When not inconsistent with the context, the masculine pronoun includes the feminine pronoun, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory, except where noted. Where the following definitions are in conflict with definitions in law, it is the express intent that the definition in the applicable law shall take precedence.

11.3 Notice:

Any Notice or intimation required to be given under the MOU shall be deemed to be duly served;

- (a) In the case of notice or intimation to the Hospital, if it is sent to its address stated above (unless change of address has been duly intimated in to Bajaj Allianz) by registered post acknowledgement due or by reputed courier service or by hand

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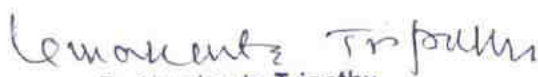
- delivery duly acknowledged, and
- (b) In the case of notice or intimation to Bajaj Allianz, if it is sent to its registered office at the address stated above (unless change of address has been duly intimated in writing to the Hospital) by registered post acknowledgement due or by reputed courier service or by hand delivery duly acknowledged.
- 11.4 **Partial Invalidity/Severability:**
If any provision of this MOU is declared by any judicial or any competent authority to be void, voidable, illegal or otherwise unenforceable, then at the discretion of the Hospital the same may be severed from the MOU and the remaining provisions thereof shall remain in full force in effect unless the parties mutually decides that the remaining provisions will not serve the purpose and intention of parties under this MOU.
- 11.5 **Non-Waiver:**
No failure or delay on the part of the parties to exercise any right the parties may have under this MOU shall operate as a waiver thereof, nor shall any single or partial exercise of any such right preclude any other future exercise thereof or the exercise of any other right. The remedies herein are cumulative and not exclusive of any remedies provided by law or otherwise.
- 11.6 **Headings:**
Headings contained in the MOU are for reference purpose only and should not be incorporated herein and shall not be deemed to be an indication of the meaning of the Clause and or sub Clause to which they relate and the Parties shall be guided by the actual clauses of this MOU.
- 11.7 **Non Exclusive:**
Bajaj Allianz reserves its right to appoint other Hospitals simultaneously along with this Hospital, for availing the similar or same services envisaged herein, including for health checkup to Beneficiaries and the Hospital shall have no objection for the same.
- 11.8 **Force Majeure:**
Neither Party shall be liable by reason of failure or delay in the performance of its duties and obligations under the MOU if such failure or delay is caused by acts of God, strikes, lock- outs, embargoes, war, riots, civil commotion, any orders of governmental, quasi-governmental or local authorities, or any other similar cause beyond its control and without its fault or negligence.
- 11.9 Bajaj Allianz's right to inspect the premises and audit the records of Hospital:
- i. It is specifically agreed and undertaken by the Hospital that Bajaj Allianz shall have right to inspect the premises of the Hospital at any time without prior intimation.
 - ii. Bajaj Allianz reserves its right to inspect, audit the records of Hospital restricted to the Services provided by the Hospital to the Members/Beneficiary. In this regard Bajaj Allianz will endeavor to give 2 days' notice in advance, except in exigencies. Hospital agrees to have medical Audit / bills audit on periodical basis as and when necessary with Bajaj Allianz's audit team.

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ARTICLE 12 - REPRESENTATION AND WARRANTIES:

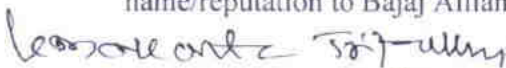
- 12.1 The Hospital hereby represent and warrant to Bajaj Allianz that it has been licensed or registered under local, state or National Laws, as may be applicable and the doctors who treat the patients in Hospital are duly qualified holding required Degree/qualifications from the authority competent to issue such Degree/qualifications and basing on this specific representation and warranty Bajaj Allianz is entering into this MOU with the Hospital.
- 12.2 The Parties represent and warrant that (i) they have the power and authorization to enter into this MOU and perform its obligations hereunder and the execution of this MOU does not violate or is consistent with its by-laws and other constituent documents, and (ii) The individual(s) signing this MOU on its behalf, whose name appears below, has the authorization to execute and deliver this MOU.
- 12.3 The Hospital has entered into the MOU basing on the various representations and declarations made by Bajaj Allianz including that the license granted to it by the Insurance Regulatory Development Authority is valid and subsisting on the date of the MOU and shall remain valid and subsisting during the tenure of the MOU and that it has the power and authorization to enter into the MOU and perform its obligations hereunder and the execution of the MOU does not violate or is consistent with its byelaws and other constituent document.
- 12.4 Bajaj Allianz has entered into this MOU with Hospital as per representations and assurances of the Hospital that the Hospital has latest technology and equipment's and also its doctors and consultants are having vast experience, expertise and qualifications [with suitable and required qualification certificates issued by authorized institutions] in their respective fields and accordingly Hospital assured Bajaj Allianz that it shall provide the best services to Members of Bajaj Allianz.
- 12.5 The Hospital do hereby declare, state and agree that it will abide by all the applicable provisions of Insurance Act, IRDA Act/Rules/Regulations/ guidelines/ notifications, as may be applicable to it and as amended from time to time, while its providing the Services, Medicate treatment to the Members/Beneficiaries and all the applicable provisions of Insurance Act, IRDA Act/Rules/Regulations/ guidelines/ notifications, as amended from time to time, shall automatically deemed to be part and parcel of this MOU and accordingly the Hospital shall strictly comply with the same.
- 12.6 The Hospital has obtained all the required permissions, licenses and registrations as is required by law and will ensure compliance of the same from time to time.
- 12.7 Hospital assures Bajaj Allianz that during its participation in the process to negotiate and executing this MOU, as well as during and after execution and performance of this MOU, it will observe the following principles:
- (a) Hospital shall not (i) make an offer, payment, promise to pay, or authorize the payment of any money, including kick-backs, quid pro, or an offer, gift, promise to give, or authorize the giving of anything of value to any government official, or family member, political party, party official or representative of a state-owned enterprise for the purpose of wrongfully influencing the recipient, obtaining or retaining business, or for securing or obtaining any improper business advantage, or (ii) permit or authorize any other action to be taken, including any other action in connection with the conduct of their business and the transactions contemplated under this MOU, which would cause the Hospital, Bajaj Allianz and/or any of either of its Affiliates or Group Companies to be in violation of any applicable anti-bribery/ prevention of corruption laws or any other applicable laws, including


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- Indian penal Code, as amended, from time to time.
- (b) Hospital shall disclose to Bajaj Allianz and/or any of its Affiliates or Group Companies, all payments [if made] it has made, is obligated to make or intends to make to any agents, brokers or other intermediaries in connection with the awarding of this MOU. Bajaj Allianz shall have the right to continuous monitoring and assessment of the activity undertaken by Hospital which is within the scope of this MOU.
- (c) If Hospital gains knowledge of any conduct by one of its employees, sub-contractors, independent consultants or agents which constitutes bribery or corruption according to this Clause, or if Hospital has specific suspicion of such conduct, it shall immediately inform Bajaj Allianz and/or any of its Affiliates or Group Companies and/or the representative of such knowledge and information thereof.
- (d) Hospital assures to the best of its knowledge that no previous violations of this Clause have been committed with regard to any and all work performed on behalf of, or pursuant to any oral or written agreement with Bajaj Allianz and/or any of its Affiliates or Group Companies. Bajaj Allianz reserves the right to verify, either itself or through qualified third parties instructed by it, Hospital's compliance with this Article by way of audit controls and in this regard Hospital hereby agree to allow such audit by Bajaj Allianz for the limited purpose of this Clause. Bajaj Allianz will provide the Hospital with reasonable prior written notice of an audit, if any. Bajaj Allianz will conduct such audits only during normal business hours and in a manner that will result in a minimum of inconvenience and disruption to Hospital's business operations. Bajaj Allianz will not be entitled to audit (i) data or information of other customers or clients of the Hospital; (ii) any cost information; or (iii) any other confidential information of Hospital that is not relevant in the context of the audit for the purposes of this Clause.

ARTICLE 13 –NO FACILITATORS/THIRD PARTIES FOR SETTLE CLAIMS:

- 13.1 Bajaj Allianz keeps the Hospital informed that Bajaj Allianz has very transparent claim settlement process and all our business dealings are transparent with no scope of for corrupt practices. Bajaj Allianz receives the claims directly from customers/network hospitals [for cashless reimbursement] and directly deal with network hospitals/customers and where the claim of customers is genuine and admissible Bajaj Allianz settles the claims/sanctions cashless treatment in very transparent manner. Further, our company never deals with any alleged third party/facilitator/s who claims to be facilitator or agents who allegedly claims to arrange to settle claims by Bajaj Allianz. Further it is informed by Bajaj Allianz to Hospital that our employees never ever demand any bribe from any customers/network hospitals or any third parties and also most importantly Bajaj Allianz do not tolerate any corrupt practices by any persons/employees of Bajaj Allianz or otherwise.
- 13.2 If any of above type of incidents mentioned in clause 13.1 hereinabove are coming to notice of Hospital, Bajaj Allianz request the Hospital:
- (a) To note that Bajaj Allianz do not deal with any third party/facilitator for settling the claims and accordingly Hospital may kindly note not to deal with any alleged facilitators/intermediaries as any of their representations are false and are meant to make money for themselves and in the process bring bad name/reputation to Bajaj Allianz.


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- (b) Not encourage or pay any amount of whatsoever to any alleged facilitators or any employees of Bajaj Allianz and if any employee of Bajaj Allianz makes any such demand for bribe, Bajaj Allianz humbly seek help and support of Hospital to bring such aspects/information to the notice of Bajaj Allianz for firmly dealing with such unscrupulous persons.
- (c) To kindly also alert Bajaj Allianz's customers/patients joining your Hospitals as to the above aspects.

ARTICLE 14 - ARBITRATION:

In case, any dispute or difference shall at any time arise between the Hospital and Bajaj Allianz as to the meaning, construction or effect of the MOU or any Clause or thing contained herein or rights and liabilities of the Hospital or Bajaj Allianz hereunder in relation to the MOU, (including the claim for damages by the Hospital on account of breach of the MOU) the same shall be referred to sole Arbitration in accordance with and subject to the provisions of the Indian Law relating to Arbitration or any other statutory modification or re-enactment thereof for the time being in force and all proceedings in such Arbitration shall be held in Pune. If within 30 days from sending notice by a party to other party, requesting for arbitration, both parties do not come to mutual consent as to sole arbitrator then both parties will have right to appoint one arbitrator each and such appointed two arbitrators will jointly with mutual consent will appoint a third arbitrator who will be chairman and preside over the arbitral tribunal. Provided further if the other party do not respond to the notice of a Party and or if the other party do not appoint any arbitrator to enable both the parties to have one arbitrator each, then at the option of the party sending notice to other party, this arbitration clause and or arbitration contract shall be deemed to have been abandoned and or waived by other party even if there is no specific writing/letter of other party waiving the arbitration clause and accordingly the party serving notice of arbitration shall, as per its decision, may either enforce this arbitration clause in a suitable court of law or in the alternative treat this arbitration as waived/abandoned by both parties thereby relegated to regular civil courts jurisdiction as per clause herein below.

ARTICLE 15 - JURISDICTION OF COURTS:

It is agreed that in case of any dispute or difference between the Parties hereto as to construction, meaning or effect of the MOU, or any part thereof or the rights and or liabilities of the parties under the MOU, then and in such an event, only the Courts in Mumbai shall have the exclusive jurisdiction to try and or entertain such disputes.

ARTICLE 16 - PRINCIPAL TO PRINCIPAL RELATION:

- 16.1 It is specifically agreed and understood by parties that the Hospital is purely rendering expertise Healthcare Services or Medical treatment to the Members by way of cashless medical treatment for the agreed tariff and hence the relation between Hospital and Bajaj Allianz is purely contractual relationship of providing the agreed services on principal to principal basis for agreed tariff as mentioned in this MOU and there is no relationship of partnership, or employer & employee, principal & agent, joint venture, or any other relationship.
- 16.2 The Hospital while providing the Healthcare Services or Mediate treatment upon cashless facility or otherwise, shall ensure that it complies with standard or prescribed Professional code of conduct and provide the best services to the

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Members. For any grievances, claims, actions, proceedings etc., due to any deficiency or inadequate services provided by the Hospital to the Members of Bajaj Allianz who seeks the expertise Healthcare Services or Medical treatment, the Hospital shall alone be liable and responsible such Members.

16.3 If the Hospital seeks the Preauthorization of Bajaj Allianz for the cashless treatment to be provided by the Hospital at the request of the Members but the same is rejected by Bajaj Allianz basing on the Terms and Conditions of Policy issued to the Members, then Bajaj Allianz will be liable to the Member for such rejection or any action, or proceedings, if any, taken/initiated by the Members.

16.4 No license to use name and trademark of Bajaj Allianz:
Hospital shall not use the name and trade mark of Bajaj Allianz without any specific and written permission in this regard.

16.5 The recitals of this MOU shall form part and parcel of Terms and conditions of this MOU.

IN WITNESS WHEREOF, the Parties have caused the MOU to be executed by their respective authorized representatives.

Key offerings from hospital to BAGIC

IPD Offers	1	Dr Sudhir Acharya
	2	
	3	

OPD Offers	1	Manas Mishra
	2	
	3	

Promotional Services	1	Dr Umakanta Tripathy
	2	
	3	
	4	

WITNESS- 1. Shri. Sudhir Kumar Acharya

2. Rishore Ghosh

3. Annapurna Mohapatra.

I have read & agreed to the Terms, conditions & key offerings mentioned in this MOU.

For and on behalf of HI - TECH MEDICAL COLLEGE AND HOSPITAL - BHUBANESWAR

For and on behalf of Bajaj Allianz General Insurance Company Ltd

Verified by

Head – Health Administration Team

Dr. Abhijeet Ghosh
(Vertical Head Health - Networking & Analytics)
[Only For Official Use]

Escalation Matrix	Bajaj Allianz General Insurance Company Limited
First Level	hat.networks@bajajallianz.co.in
Second Level	shrikant.sawant@bajajallianz.co.in/anshu.turki@bajajallianz.co.in
Final Level	abhijeet.ghosh@bajajallianz.co.in

HI - TECH MEDICAL COLLEGE AND HOSPITAL - BHUBANESWAR			
Escalation Matrix	Name	Mobile	Email ID
First Level	Manas Biswas	9090952327	manasbiswas@gmail.com
Second Level	Subrat Panigrahi	9090969758	subratmch.2022@gmail.com
Final Level	Jyotirmaya Panda	9090952401	j.panda.aolm@gmail.com

HOSPITAL_NAME*	Hi-Tech Medical College & Hospital
ADDRESS1*	Health Park
ADDRESS2	Pandara
CITY_NAME*	Bhubaneswar
STATE_NAME*	Odisha
PIN_CODE*	751025
STD_CODE*	0674
PHONE_NO*	2371406/7/8
FAX_NO*	2371409
AREA*	Rasulgarh
LANDMARK_1	Hi-Tech Chhak, Kuakhai River Bridge
EMAIL*	vbctmch@yahoo.com
REG_NO*	345/2004
PAN_NO*	AAATV4531H
Name as per PAN Card*	Vigyan Bharati Charitable Trust
SERVICE TAX NO.	AAATV4531HST1
TAN NO.	BBNV00105A
TPA Desk Timing(Monday To Saturday)*	8 AM to 5 PM
TPA Desk Timing(Sunday)*	8 AM to 5 PM
ZONE_NAME	CENTRAL ZONE
HOSPITAL CATEGORY*	Non-NABH
* FINANCE DETAILS	
Name of the Bank Account(Beneficiary name)*	Hi-Tech Medical College & Hospital
BANK_NAME*	HDFC Bank Ltd
BR_MICR_CODE*	751240002
IFSC_CODE_NEFT*	HDFC0000122
ACCOUNT_TYPE*	Current Account
ACCOUNT_NO*	01227620000264
* More Information please fill Mandate form & attach scan copy of Cancelled Cheque	
Contact Information	
Designation	Name
TPA CO-ORDINATOR*	Manas Biswas
BILLING_PERSON *	Subrat Panigrahi
Administrator *	Jyotirmaya Panda
Medical Director *	
	Mobile Number
	9090952327
	9090969758
	9090952401
	Email Id
	manasbiswas28@gmail.com
	subrathmch.2007@gmail.com
	jpandaadm@gmail.com

Dr. Umakanta Tripathy
Management Representative-cum-
Medical Superintendent
Hi-Tech Medical College & Hospital
Bhubaneswar

Medical Superintendent *	Dr. Umakanta Tripathy	9090952396	uktripathy.2007@gmail.com
Marketing Head *	Annapurna Mohapatra	9090952378	annapurna8474@gmail.com
CEO *			
Bed Strength Details		No. of Beds	Rent per Day
TOTAL_BEDS*	525		
ICU_BEDS*	20		3500
DELUXE_BEDS	10		2000
SINGLE_AC_BEDS	20		1500
SINGLE_NONAC_BEDS	50		1000
GENERAL_WARD_BEDS	425		500
Operation Theatre Facilities			
NO_OPRN_THEATRES*	12		
Operating hours	24 hrs		
Recovery Rooms	3		
Portable ECG, Cardiac Monitor	10, 20		
Boyle's Apparatus	8		
Portable x-ray within OT	4		
Centralized Oxygen Connections	Available		
Separate Sterilization Area	Available		
General Information			
Medical Establishment Indemnity Cover present:	Yes		
Ultrasound/scanning facility registered with the District Health & Family Welfare Officer	Yes		
Coding Procedure followed by Medical records Department	ICD 10		
Bed Occupancy Rate in the hospital:	76%		
Surcharge on the hospitalization expenses:	Nil		
% of Surcharge	Nil		
Service charge on the hospitalization expenses:	Nil		
% of Service Charge:	Nil		
Credit cards accepted for hospitalization expenses*	No		
CENTRALISE STERILISE SUPPLY DEPARTMENT*	Yes		
24 HR POWER BACK UP*	Yes		
MEDICAL AUDIT ON REGULAR BASIS*	Yes		
FIRE SAFETY EQUIPMENT*	Yes		
MEDICAL RECORDS DEPT	Yes		
BIOMEDICAL WASTE FACILITY*	Yes		

USE OF ICD 10	Yes
INCUBATORS	Yes
OT-LAMINAR AIR FLOW	Yes
HOSPITAL INFECTION CONTROL MEASURES*	Yes
Availability of in-house doctors-Yes/No	
MD/MS doctors	Yes
MBBS Doctors	Yes
Blend of doctors	Yes
Allied Medicine Doctors	Yes
Availability of Nurses-Yes/No	
All Registered Nurses	Yes
Blend of nurses	Yes
All ANM	Yes
Span of Control	
Doctor to patient Ratio*	1:5
Nurse to patient Ratio*	1:3
Teaching/Training-Yes/No	
DNB/MD/MCH/DM training hospital	Yes
Diploma Training Hospital	-
Nursing School	Yes
No training	
Accreditation	
NABH Certified	QCI VISITED ON 06-09-2015 CERTIFICATE AWAITED
JCI Accreditation	--
ISO Certification	YES CERTIFIED
IPHS Certification	--
No Accreditation	--
Particulars of Diagnostic / Day Care / Ancillary Facilities:- Yes/No/Outsourced	
BIOCHEMISTRY	Yes
CLINIC PATHOLOGY	Yes
HEMATOLOGY	Yes
RAD_IMM_ASSAY_RIA	Yes
ULTRASOUND	Yes
X RAY	Yes
ECG	Yes
CT_SCAN	Yes
MRI	Yes
PFT SPIROMETRY	Yes
TREAD_MILL_TEST	Yes
CHEMOTHERAPY_UNIT	Yes

DIALYSIS UNIT	Yes
BLOOD BANK	Yes
INHOUSE PHARMACY	Yes
ISOLATION_WARDS	Yes
HOLTER	Yes
ECHO	Yes
EMG	Yes
GAMMA KNIFE	Yes
COBALT_UNIT	NA
X KNIFE	NA
BRONCHOSCOPY_LAB	NA
CATH_LAB	Yes
LR_ACCELERATOR	Yes
DSA	Yes
LASERS	NA
PHYSIOTHERAPY	NA
Availability of Ambulance facilities	Yes
EMERGENCY	Yes
PHOTOTHERAPY	Yes
EEG	Yes

Availability of Medical Specialty-Yes/No

OPHTHALMOLOGY	Yes	CARDIOLOGY	Yes
ENT	Yes	CRITICAL CARE	Yes
BURN	Yes	GENERAL MEDICINE	Yes
PLASTIC SURGERY	Yes	INFECTIOUS DISEASE	Yes
OBS & GYNECOLOGY	Yes	NEPHROLOGY	Yes
GENITOURINARY	Yes	NEUROLOGY	Yes
PEDIATRIC	Yes	PULMONOLOGY	Yes
ONCOLOGY	Yes	DERMATOLOGY	Yes
ORTHOPEDICS	Yes	ENDOCRINOLOGY	Yes
TRAUMA	Yes	DENTAL	Yes
GENERAL SURGERY	Yes	DAY CARE	Yes
GASTROENTEROLOGY	Yes	LAPAROSCOPIC SURGERY	Yes
		RHEUMATOLOGY	Yes

STAFFING

MD Physician	Yes	AVAILABILITY (YES / NO)	NO. OF STAFF
MBBS Physician	Yes		152
MD / MBBS Female Physician	Yes		46
MD Cardiologist	Yes		35
MD Pathologist	Yes		2
			0

MD Radiologist	Yes	5
DMLT Laboratory Technician	Yes	43
Nurses	Yes	305
OT Technicians	Yes	21
X-Ray Technician	Yes	13
ECG Technician	Yes	4
Dietician	Yes	2
Audiometrist	Yes	2
Physiotherapist	Yes	12
Ophthalmologist	Yes	11
Dentist	Yes	35
Insurance Client Coordinator	Yes	4

Information Technology:

(Please indicate with the appropriate code given in brackets the level of computerization)

Appointment System	Walk-in
Entry of requisitions	Computerized
Reporting of pathology / radiology results	Computerized
Patient Billing Department	Computerized
Medical Records Department	Computerized

ANNEXURE I – Format For Consultant Information

Consultant Name	NA
Specialty	NA
Registration Number	NA
OPD days and timings	NA

Private Clinic

Address	NA
Telephone Numbers	NA
Timings	NA

Residence

Address	NA
Telephone Number	NA
Mobile Number	NA
Email address (if any)	NA

Please Note: You can add consultant information in above format.

Leave out of Tripura