



महाराष्ट्र MAHARASHTRA

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प्रधान मुद्रांक कार्यालय, मुंबई  
प.गु.वि.क्र. ८०००००३  
- 2 FEB 2018  
सक्षम अधिकारी

### AGREEMENT

15 This Agreement (Hereinafter referred to as the "Agreement") is entered into on this the 28 Day of March, 2018 Hereinafter referred to as the "Date of Execution")

Between;

HI-TECH MEDICAL COLLEGE & HOSPITAL an institution located in BHUBANESWAR having their registered office at PANDARA, RASBULGARH, GG P COLONY, BHUBANESWAR - 751025 (Here in after referred to as the "Hospital", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) as Party of the FIRST PART;

And

**Reliance Health Insurance Limited a Company** incorporated under the provisions of the Companies Act, 1956 and Corporate Office at Reliance Centre, 6th Floor, North Wing, Off Western Express Highway, Santacruz (East), Mumbai - 400055 (hereinafter referred to as "RELIANCE HEALTH INSURANCE LIMITED" which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors, affiliate and assigns) as Party of the SECOND PART.



Chief Executive Officer  
[Signature]  
Hi-Tech Medical College & Hospital  
Health Park, Rasbulgarh, Bhubaneswar-75





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प्रधान मुद्रांक कार्यालय, मुंबई  
प.मु.वि.क्र. ८०००००३  
- 2 JAN 2018  
सहायक अधिकारी

The Hospital and RELIANCE HEALTH INSURANCE LIMITED are individually referred to as a "Party" and collectively as "Parties". श्रीमती. एस. वि. गुरुकर

#### WHEREAS

1. RELIANCE HEALTH INSURANCE LIMITED is in the process of getting approvals from the Insurance Regulatory and Development Authority of India (IRDAI) to carry on the business of a health insurance company to provide health insurance products to individuals, companies and organisations and for this purpose intends to develop a network of service providers.
2. The Hospital is engaged in providing the medical and health services at its hospital(s) and is desirous to join the said network of hospitals to extend medical facilities and treatment to Beneficiaries covered under such health care management plans on the agreed terms and conditions, and RELIANCE HEALTH INSURANCE LIMITED is interested in providing its Beneficiaries with Medical/Hospitalization services.
3. RELIANCE HEALTH INSURANCE LIMITED has on the basis of representation of the Hospital, agreed to recognize and engage the Provider as an empanelled hospital for providing Health Services.



Chief Officer  
Hi-Tech Medical Centre & Hospital  
Health Park, Ramnagar, Bhiwandi-401 305  
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4. The Parties hereby desire to record the undertakings and covenants between RELIANCE HEALTH INSURANCE LIMITED & the Hospital and also the terms and conditions of this Agreement as follows:

In this **AGREEMENT**, unless the context otherwise requires:

1. the masculine gender includes the other two genders and vice versa;
2. the singular includes the plural and vice versa;
3. natural persons include created entities (corporate or incorporate) and vice versa;
4. marginal notes or headings to clauses are for reference purposes only and do not bear upon the interpretation of this **AGREEMENT**;
5. should any condition contained herein, contain a substantive condition, then such substantive condition shall be valid and binding on the **PARTIES** notwithstanding the fact that it is embodied in the definition clause.
6. In this **AGREEMENT** unless inconsistent with, or otherwise indicated by the context, the following terms shall have the meanings assigned to them hereunder, namely:

**Definition**

- A. "**Institution**" shall for all purpose mean a Hospital.
- B. "**Health Services**" shall mean all services necessary or required to be rendered by the Institution under the agreement with an insurer in connection with "**Health Insurance Business**" or "**Health Cover**" as defined in regulation 2(f) of the IRDA (Registration of Indian Insurance Companies) Regulations, 2000 but does not include the business of an insurer and or an insurance intermediary or an insurance agent.
- C. "**Insured Beneficiaries**" or "**Beneficiaries**" shall mean the person/s that are covered under the health insurance scheme of RELIANCE HEALTH INSURANCE LIMITED.
- D. "**Confidential Information**" includes all information (whether proprietary or not and whether or not marked as 'Confidential') pertaining to the business of RELIANCE HEALTH INSURANCE LIMITED or any of its subsidiaries, affiliates, employees, Companies, consultants or business associates to which the Institution or its employees have access to, in any manner whatsoever.
- E. "**Affiliate**" shall mean and include:
  1. Reliance Capital Limited or;
  2. Any company which is the holding company or subsidiary of Reliance Capital Limited;



  
Chief Operating Officer  
Hitech Medical College & Hospital  
Health Park, Bandlagarh, Bhopal-462010



3. A person under the control of or under common control with Reliance Capital Limited

F. **"Control"** together with its grammatical variations when used with respect to any person, means the power to direct the management and policies of such person, directly or indirectly, whether through the ownership of the vote carrying securities, right to appoint member(s) to the board of directors, by contract or otherwise howsoever; and

G. **"Person"** means and includes a natural person, a company, corporation, a partnership, trust and any other entity or organisation or other body whatsoever.

H. **"Effective Date"**: shall mean the date indicated in its notice to the Hospital as Effective Date issued after the receipt of certificate of registration from the Insurance Regulatory and Development Authority of India.

#### **NOW IT IS HEREBY AGREED AS FOLLOWS:**

##### **ARTICLE 1: Term**

This agreement shall be in force from the Effective Date, for an initial period of 3 years (**"Term"**) unless terminated by either Party as per provisions of Article 11 of this agreement. Upon expiry of the said term, this Agreement shall immediately terminate and there shall be no relationship between the Parties hereto with regards to the subject matter of this Agreement from such date. However, the Agreement may be renewed or its term may be extended on such terms and condition as our mutually agreed to by the Parties in writing 3 (Three) months prior to such termination for a further period of 1 year. The agreement shall be renewed automatically for the same term unless terminated by either party in writing.

##### **ARTICLE 2: Scope of services**

1. The Hospital undertakes to provide the service in a precise, reliable and professional manner to the satisfaction of RELIANCE HEALTH INSURANCE LIMITED & in accordance with additional instructions issued by RELIANCE HEALTH INSURANCE LIMITED in writing from time to time.
2. The Hospital shall treat the Beneficiaries of RELIANCE HEALTH INSURANCE LIMITED according to good business practice.
3. The Hospital will extend priority admission facilities to the Beneficiaries of RELIANCE HEALTH INSURANCE LIMITED.
4. The Hospital shall ensure that medical treatment/facility with all due care and accepted standards is extended to the Beneficiary.
5. The agreement is subject to the detailed schedule of fees submitted by the Hospital, which shall be reviewed and accepted by RELIANCE HEALTH INSURANCE LIMITED.



  
Chief Operating Officer  
Hi-Tech Medical College & Hospital  
Health Park, Rastlgarh, Bhubaneswar-751007

6. The Hospital shall allow RELIANCE HEALTH INSURANCE LIMITED's official to visit the Beneficiary. RELIANCE HEALTH INSURANCE LIMITED shall not interfere with the medical team of the Hospital; however RELIANCE HEALTH INSURANCE LIMITED reserves the right to discuss the treatment plan with treating doctor. Further access to medical treatment records and bills prepared in the Hospital shall be provided to RELIANCE HEALTH INSURANCE LIMITED on a case to case basis with prior appointment from the Hospital.
7. RELIANCE HEALTH INSURANCE LIMITED shall have the right to inspect the premises of the Hospital at any reasonable time without notice.
8. The Hospital shall also endeavor to comply with future requirement of RELIANCE HEALTH INSURANCE LIMITED providing for standardized billing, ICD coding etc and if mandatory by statutory requirement both Parties agree to review the same.
9. The Hospital shall allow RELIANCE HEALTH INSURANCE LIMITED to conduct audits of the bills as and when deemed necessary by RELIANCE HEALTH INSURANCE LIMITED. Such audits shall be conducted by RELIANCE HEALTH INSURANCE LIMITED's audit team upon prior intimation to the Hospital.
10. The Hospital will convey to its medical consultants to keep the Beneficiary only for the required number of days of treatment and carry only the required investigation & treatment for the ailment, which the Insured Beneficiary is admitted for. Any other incidental investigation required by the patient on his request needs to be approved separately by RELIANCE HEALTH INSURANCE LIMITED and if it is not covered under RELIANCE HEALTH INSURANCE LIMITED policy then the same will not be paid by RELIANCE HEALTH INSURANCE LIMITED and the Hospital needs to recover it from the Insured Beneficiary
11. The Hospital will provide space for displaying Hoarding/banner/poster/any other advertisement material of RELIANCE HEALTH INSURANCE LIMITED as and when requested by RELIANCE HEALTH INSURANCE LIMITED without any extra cost/fees. The hospital shall display posters and banners perspicuously so that people are able to understand that the Hospital is empanelled cashless service provider of  
a. RELIANCE HEALTH INSURANCE LIMITED.

#### **ARTICLE 3: Identification of Beneficiaries**

1. The Insured Beneficiaries will be identified by the Hospital on the basis of an ID card issued to the Insured Beneficiary bearing the logo and the wordings of RELIANCE HEALTH INSURANCE LIMITED and a photo identity card.
2. For the ease of the Insured Beneficiary, the Hospital shall display the recognition and promotional material, network status, and procedures for admission supplied by RELIANCE HEALTH INSURANCE LIMITED at prominent location, preferably at the reception and admission counter and Casualty/Emergency departments. The Hospital also needs to inform their reception and admission staff the procedures of admission and obtaining authorization letter as per the article 4. The Hospital shall also allow RELIANCE HEALTH INSURANCE LIMITED to display their details.
3. Hospital should also collect copy of photo ID proof of the beneficiary, for example, Driving License, Passport, PAN Card, etc.

#### **ARTICLE 4: Hospital Services Admission Procedure**



*[Signature]*  
Chief Officer  
Hitech Medical College & Hospital  
Health Park, Basulgarh, Bhubaneswar-751024



**I. Planned Admission:**

- 1.1. Request for hospitalization on behalf of the Insured Beneficiaries may be made by the Hospital/consultant of the Hospital or customer as per the format prescribed by RELIANCE HEALTH INSURANCE LIMITED. Such form shall contain the beneficiaries' proposed admission along with the necessary medical details and the treatment planned to be administered and the breakup of the estimated cost.
- 1.2. RELIANCE HEALTH INSURANCE LIMITED shall issue the Authorization certificate confirming the authorized amount. This authorization shall be valid for a period of 7 days. Any claim made over authorization for date of admission after 7 days of date of issuance, shall not be considered for payment.
- 1.3. Authorization certificate will mention the amount guaranteed class of admission, eligibility of Insured Beneficiary and / or various sub limits for rooms and boarding's, surgical fees etc. wherever applicable, as per the benefit plan of the Insured Beneficiary. Hospital must take care to ensure admission accordingly.
- 1.4. Only RELIANCE HEALTH INSURANCE LIMITED shall have the authority to deny any and all claim made by beneficiaries'.

**AI. Emergency admission**

- 2.1. The Hospital shall admit the Insured Beneficiary (ies) upon the production of the photo ID proof as per the Hospital's rules & regulations.
- 2.2. In case of vehicular accident, if the Insured Beneficiary is under the influence of alcohol or inebriating drugs, and the same is detected or suspected, the Hospital shall treat the admission as per their normal practice and not under cashless hospitalization scheme or being entitled to indemnity from RELIANCE HEALTH INSURANCE LIMITED, as the same is not covered under insurance benefit of the policy.
- 2.3. In case of other emergencies, the Hospital, upon deciding to admit the Insured Beneficiary, should immediately inform/ intimate the same to RELIANCE HEALTH INSURANCE LIMITED help desk within 24 hours of such admission. The processing team of RELIANCE HEALTH INSURANCE LIMITED shall contact the Hospital within 6 hours of such intimation on best effort basis and issue an authorization letter for admission under cashless hospitalization scheme.
- 2.4. Within a period of 24 hours from the time of admission an authorization form shall be forwarded to RELIANCE HEALTH INSURANCE LIMITED which would give the details like present illness/past history, diagnosis, and estimated cost of treatment along with first prescription collected from the Insured Beneficiaries.
- 2.5. On receipt of the authorization form for the Insured Beneficiary providing the details of the ailments for admission and the estimated treatment cost, which is to be forwarded within 6 hours of admission, RELIANCE HEALTH INSURANCE LIMITED undertakes to issue a confirmation letter for the admissible amount within 6 hours of the receipt of the authorization form subject to policy terms & conditions.
- 2.6. In case the ailment is not covered under the policy or the given medical details is not sufficient for the medical team to confirm the eligibility, RELIANCE



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Chief Officer  
Hi-Tech Medical College & Hospital  
Health Park, Raipur

HEALTH INSURANCE LIMITED can deny the guarantee of payment, which shall be addressed, to the Insured Beneficiary under intimation to the Hospital. The Hospital will in that case follow their normal practice.

2.7. Denial of authorization/ guarantee of payment in no way mean denial of treatment. The Hospital shall deal with such case as per their normal rules and regulations.

**8I. Authorization certificate**

- 3.1 Authorization certificate will mention the amount guaranteed class of admission, eligibility of Insured Beneficiary or various sub limits for rooms and boarding, surgical fees etc. wherever applicable, as per the benefit plan of the Insured Beneficiary. The Hospital must ensure compliance with the same. The guarantee of payment is given only for the necessary treatment cost of the ailment covered and mentioned in the request for hospitalization. Non-covered items like Telephone usage, TV, relatives' food, hospital registration fees, documentation fees etc, must be collected directly from the Insured Beneficiary. Any investigation carried out at the request of the Insured Beneficiary but not forming the necessary part of the treatment also must be collected from the Insured Beneficiary.
- 3.2 In case the sum guaranteed by RELIANCE HEALTH INSURANCE LIMITED is considerably less than the estimated treatment cost, Hospital should follow their normal norms of deposit/ running bills etc., to ensure that they realize any excess sum payable by the Insured Beneficiaries not provided for by indemnity.
- 3.3 Any query raised by RELIANCE HEALTH INSURANCE LIMITED should be replied with 24 hours from the time of issuance, failing of which the authorization letter shall stand cancelled.
- 3.4 Hospital reserves the right to collect the charges arising from List of standard exclusions under medical insurance. RELIANCE HEALTH INSURANCE LIMITED shall share the list of standard exclusions/ non-payables with Hospital at the time of agreement.

**ARTICLE 5: Checklist for the hospital at the time of Patient / Insured Beneficiary's Discharge.**

1. Original discharge summary (Death summary in the event of death cases), original investigation reports, all original prescription & pharmacy receipt, related consultation papers, etc. must not be given to the Insured Beneficiary. These are to be forwarded to billing department who will compile the same and forward along with the bill to RELIANCE HEALTH INSURANCE LIMITED.  
- Films of CT Scan / MRI & PET Scan may be handed over to the patient/Insured Beneficiary, only original report(s) to be submitted
2. For Medico- Legal cases the details of the police intimation/ report etc, should be furnished along with the standard set of documents
3. The Discharge card/Summary must mention the duration of ailment and duration of other disorders like hypertension or diabetes and operative notes in case of surgeries.
4. Signature of the patient / Insured Beneficiary on final Hospital bill must be obtained.



  
Chief Officer Medical  
Hi-Tech Medical College & Hospital  
Health Park, Rajgurunagar, T. N. S.



5. Claim form of the Insurance RELIANCE HEALTH INSURANCE LIMITED must be presented to the Insured Beneficiary for signing and identity of the patient/ Insured Beneficiary again confirmed.
6. Hospital to submit the copy of Photo Identity Proof of the Patient (The onus of verifying the identity of the Patient admitted remains with the Hospital). In the event of any discrepancy found, the same shall be taken up as a Breach of Contract.

#### **ARTICLE 6: Payment Terms**

1. Hospital will submit all the documents as listed in Article 5 above within 15 days from the date of the discharge of the patient/Insured Beneficiary and Reliance Health Insurance Limited will make payment of eligible bills within 30 days from the date of receipt of such submission. However if required, RELIANCE HEALTH INSURANCE LIMITED can call for further document related to treatment to process the case, in which case the payment may be delayed beyond 30 days as contemplated herein (Depending on the query response received from the Hospital).
2. The Hospital shall raise bills as per the tariffs as mutually agreed by both the Parties, and shall also document the same signed by both the Parties. Any procedure or treatment charges which are not mentioned in standard tariff will be discussed and negotiated at the time of final approval from RELIANCE HEALTH INSURANCE LIMITED. In the scenarios where multiple procedures have been performed the first surgery will be paid 100% and second surgery will be 50% & Third surgery will be paid 25%.
3. If in case, the Hospital wants to revise the schedule of charges, the Hospital requires to provide at least 30 days prior written intimation to RELIANCE HEALTH INSURANCE LIMITED of the same during which RELIANCE HEALTH INSURANCE LIMITED shall evaluate and shall communicate to the Hospital of any disagreement /dispute on the same, if any. In case, if both the Parties fails to come to a consensus on the revised tariff even after mutually discussing the same, the agreement shall be suspended for the time being until the time both Parties come to consensus on the tariff and also, RELIANCE HEALTH INSURANCE LIMITED shall remove the hospital from its list of empanelled hospital till the services resumed by the Hospital.
4. The revised tariff shall be enforced from the date of acceptance of the same by RELIANCE HEALTH INSURANCE LIMITED which shall not be anyway, prior to 30 days from the date of receipt of such communication by RELIANCE HEALTH INSURANCE LIMITED. Till the time RELIANCE HEALTH INSURANCE LIMITED accepts the revised tariff, it shall be liable to pay the bills as per the old schedule of charges as agreed by both the Parties.
5. Payment will be done by Electronic Fund Transfer
6. The Hospital must recover any non-covered treatment/ Investigation cost from the Patient/ Insured Beneficiary.



Chief Officer  
Hi-Tech Medical College & Hospital  
Health Park, Roadside, Ghubaneswar-25



7. The final docket for onward submission to RELIANCE HEALTH INSURANCE LIMITED for immediate payment must contain the documents as mentioned in Article 5 and in addition to the same shall also provide the following documents:
  - 7.1. Copy of Pre-Authorization letter, Insured Beneficiary acceptance letter and duly signed claim form.
  - 7.2. Original final bill with detailed break up of miscellaneous, consumables & other charges.
  - 7.3. Original and complete discharge card/ summary mentioning the duration of ailment and duration of other disorders like hypertension or diabetes if any.
  - 7.4. Original investigation reports with corresponding prescription/ request
  - 7.5. Pharmacy bill if supplied by Hospital with corresponding request. Implant invoice, Implant sticker & Implant box to be submitted if used as consumable.
  - 7.6. Any other statutory documentary evidence required under law or policy terms & condition.
  - 7.7. Status of deposit paid if any by beneficiary. Confirmation on amount collected from insured towards non payables.
8. The final docket must be submitted to RELIANCE HEALTH INSURANCE LIMITED within 90 days of receipt of authorization from RELIANCE HEALTH INSURANCE LIMITED. In the event of non submission of final docket within 90 days, the authorization shall stand closed and Reliance General Insurance Company Ltd shall be released of any liability arising out of the said authorization.
9. All queries raised by RELIANCE HEALTH INSURANCE LIMITED during the process of settlement of claim raised by The Hospital should be reverted within a maximum period of 45 days. In the event of non response to query within 45 days from the query raised date, the claim shall stand closed and RELIANCE HEALTH INSURANCE LIMITED shall be released of any liability arising out of the said authorization.
10. All the claim documents shall be dispatched at the following address of  
Reliance Health Insurance Limited  
42/KS/301, 3<sup>rd</sup> Floor, Krishe  
Block, Krishe Sapphire,  
Madhapur, Hyderabad, 500081
11. All the payments shall be made to the Hospital after deducting applicable taxes.
12. The Hospital shall issue "No Due" certificate to RELIANCE HEALTH INSURANCE LIMITED at the end of every financial year during the tenure of this agreement. The format of the same shall be communicated by RELIANCE HEALTH INSURANCE LIMITED on or before 15 days prior to the end of that Financial Year.

**ARTICLE 7: Declarations and Undertakings of a Hospital**

1. The Hospital undertakes that they have obtained all the registrations/licenses/approvals required by law in order to provide the services



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Chief Executive Officer  
Hi-Tech Medical Centre Hospital  
Health Park, Red Hills, Hyderabad-500081

- pursuant to this agreement and that they have the skills, knowledge and experience required to provide the services as required in this agreement.
2. The Hospital undertakes to comply with all applicable laws and regulations and any other laws and regulations made applicable to it from time to time by any government or quasi government authority, for the duration of this engagement.
  3. The Hospital declares that it has never committed any criminal offenses which prevent it from practicing medicine and that there are no pending material civil or criminal litigations against it at the time of execution of the Agreement.

**ARTICLE 8: General responsibilities and obligations of the Hospital**

1. The Hospital shall provide cashless facility to the Insured Beneficiary in strict adherence to the provisions of the Agreement.
2. The Hospital will have the facility covered by proper indemnity policy including errors, omission and professional indemnity insurance and agrees to keep such policies in force during entire tenure of the Agreement. The cost/ premium of such policy shall be borne solely by the hospital.
3. The Hospital shall endeavour to have an officer/staff appointed in the administration department and such officer/staff shall assist the Insured Beneficiaries in respect to various benefits under the different policies provide by RELIANCE HEALTH INSURANCE LIMITED in this regard .
4. The Hospital agree to display their status to preferred Insured Beneficiary of RELIANCE HEALTH INSURANCE LIMITED at their reception/admission desks along with the display and other materials supplied by RELIANCE HEALTH INSURANCE LIMITED whenever possible for the ease of the Insured Beneficiaries. The Hospital shall also allow RELIANCE HEALTH INSURANCE LIMITED to display their details.

**ARTICLE 9: Non- Exclusivity**

RELIANCE HEALTH INSURANCE LIMITED has a right to avail similar services as contemplated herein from other institution for the Health services covered under this agreement.

**ARTICLE 10: Relationship of the Parties**

Nothing contained herein shall be deemed to create between the Parties any partnership, joint venture or relationship of principal and agent or master and servant or employer and employee or any affiliate or subsidiaries thereof. Each of the Parties hereto agree not to hold itself or allow its directors employees/agents/representatives to hold out to be a principal or an agent, employee or any subsidiary or affiliate of the other.

**ARTICLE 11: Termination**

1. RELIANCE HEALTH INSURANCE LIMITED reserves the right to terminate this agreement by giving 30 days notice if:
  - 1.1. The Hospital violates any of the terms and conditions of this agreement; or
  - 1.2. RELIANCE HEALTH INSURANCE LIMITED comes to know of wrong and fraudulent practices; or





- 1.3. RELIANCE HEALTH INSURANCE LIMITED observes cases of overstay and over provisioning without adequate explanation.
2. The Hospital reserves the right to terminate this agreement by giving 30 days notice if:
  - 2.1 RELIANCE HEALTH INSURANCE LIMITED is materially breaches any of the terms of this Agreement.

This agreement may be terminated by either Party by giving one month's prior written notice by means of registered letter or a letter delivered at the office and duly acknowledged by the other, provided that this agreement shall remain effective thereafter with respect to all rights and obligations incurred or committed by the Parties hereto prior to such termination.

#### **ARTICLE 12: Confidentiality**

This clause shall survive the termination/expiry of this Agreement.

1. Each Party shall maintain confidentiality relating to all matters and issues dealt with by the Parties in the course of the business contemplated by and relating to this agreement. The Hospital shall not disclose to any third Party, and shall use its best efforts to ensure that its, officers, employees, keep secret all information disclosed, including without limitation, document marked confidential, medical reports, personal information relating to insured, and other unpublished information except as maybe authorized in writing by RELIANCE HEALTH INSURANCE LIMITED. RELIANCE HEALTH INSURANCE LIMITED shall not disclose to any third Party and shall use its best efforts to ensure that its directors, officers, employees, sub-contractors and affiliates keep secret all information relating to the hospital including without limitation to the hospital's proprietary information, process flows, and other required details.
2. In Particular the hospital agrees to:
  - 2.8. Maintain confidentiality and endeavour to maintain confidentiality of any persons directly employed or associated with health services under this agreement of all information received by the hospital or such other medical practitioner or such other person by virtue of this agreement or otherwise, including RELIANCE HEALTH INSURANCE LIMITED's proprietary information, confidential information relating to insured, medicals/test reports whether created/ handled/ delivered by the hospital. Any personal information relating to an Insured received by the hospital shall be used only for the purpose of inclusion/preparation/ finalization of medical reports/test reports for transmission to RELIANCE HEALTH INSURANCE LIMITED only and shall not give or make available such information/any documents to any third Party whatsoever.
  - 2.9. Keep confidential and endeavour to maintain confidentiality by its medical officer, employees, medical staff, or such other persons, of medical reports relating to Insured, and that the information contained in these reports remains confidential and the reports or any part of report is not disclosed/ informed to the Insurance Agent / Advisor under any circumstances.



2.10. Keep confidential and endeavour to maintain confidentiality of any information relating to Insured, and shall not use the said confidential information for research, creating comparative database, statistical analysis, or any other studies without appropriate previous authorization from RELIANCE HEALTH INSURANCE LIMITED and through RELIANCE HEALTH INSURANCE LIMITED from the Insured.

#### **ARTICLE 13: Indemnities and other provisions**

1. RELIANCE HEALTH INSURANCE LIMITED will not be in any way held responsible for the outcome of treatment or quality of care provided by the Hospital.
2. RELIANCE HEALTH INSURANCE LIMITED shall not be liable or responsible for any acts, omission or commission of the Doctors and other medical staff of the Hospital and the Hospital shall obtain professional indemnity policy at its own cost for this purpose. The Hospital agrees that it shall at all times be solely responsible for the claims, arising from any deficiency in the services or any failure in providing the services.
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.
4. The Hospital will indemnify, defend and hold harmless RELIANCE HEALTH INSURANCE LIMITED against any claims, demands, proceedings, actions, damages, costs, and expenses which RELIANCE HEALTH INSURANCE LIMITED may incur as a consequence of the negligence of the former in fulfilling obligations under this Agreement or as a result of the breach of the terms of this Agreement by the Hospital or any of its employees or doctors or medical staff.

At all times and throughout the duration of this Agreement in the event of breach of any of the provisions of this Agreement by the Hospital or by officers, employees, affiliates, sub contractors and its medical officer, employees, medical staff, or such other persons, the sole liability shall lie with the Hospital.

#### **ARTICLE 14: Notices**

All notices, demands or other communications to be given or delivered under or by reason of the provisions of this

Agreement will be in writing and delivered to the other Party:

- a) By registered mail;
- b) By courier;
- c) By facsimile;

In the absence of evidence of earlier receipt, a demand or other communication to the other Party is deemed given

- d) If sent by registered mail, seven working days after posting it; and
- e) If sent by courier, seven working days after posting it; and
- f) If sent by facsimile, two working days after transmission. In this case, further confirmation has to be done via telephone and e-mail.



Chief Operator  
M-Tech Medical Centre  
Health Park, Bhubaneswar, Odisha  
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The notices shall be sent to the other Party to the above addresses (or to the addresses which may be provided by way of notices made in the above said manner):

If to the Hospital:	If to Reliance Health Insurance Limited:
<p>HI-TECH Medical College &amp; Hospital  Rundana, Ramulgarh, GGP Colony, Shubaneer - 751025</p>	<p>Reliance Health Insurance Limited,  42/KS/301, 3rd Floor, Krishe Block, Krishe Sapphire, Madhapur, Hyderabad - 500 081</p>

#### **ARTICLE 16: Miscellaneous**

This Agreement together with any Annexure attached hereto constitutes the entire Agreement between the parties and supersedes, with respect to the matters regulated herein, and all other mutual understandings, accord and agreements, irrespective of their form between the parties. All Annexure shall constitute an integral part of the Agreement.

1. Except as otherwise provided herein, no modification, amendment or waiver of any provision of this Agreement will be effective unless such modification, amendment or waiver is approved in writing by the parties hereto and the waiver of a present right shall not in any way be construed to imply a waiver of any subsequent similar right or any other future right.
2. Should specific provision of this Agreement be wholly or partially not legally effective or unenforceable or later lose their legal effectiveness or enforceability, the validity of the remaining provisions of this Agreement shall not be affected thereby and such provision shall be replaced with a suitable and legal alternative that achieves the intended purpose of the original to the furthest extent possible, but only if the same has been agreed to by both Parties mutually and in writing.
3. The hospital may not assign, transfer, encumber or otherwise dispose of this Agreement or any interest herein without the prior written consent of RHIL, provided whereas that the RHIL may assign this Agreement or any rights, title or interest herein to an Affiliate without requiring the consent of the hospital.
4. The failure of any of the parties to insist, in any one or more instances, upon a strict performance of any of the provisions of this Agreement or to exercise any option herein contained, shall not be construed as a waiver or relinquishment of such provision, but the same shall continue and remain in full force and effect.
5. Law and Arbitration
  - g) The provisions of this Agreement shall be governed by, and construed in accordance with Indian law.
  - h) Any dispute, controversy or claims arising out of or relation to this Agreement or the breach, termination or invalidity thereof, shall be settled by binding arbitration in accordance with the provisions of the (Indian) Arbitration and Conciliation Act, 1996.
  - i) The arbitrary tribunal shall be composed of three arbitrators, one arbitrator appointed by each Party and the third Arbitrator shall be appointed by mutual consent of the arbitrators so appointed.



- j) The seat of arbitration shall be Mumbai and any award whether interim or final, shall be made, and shall be deemed for all purposes between the parties to be made, in Mumbai.
- k) The arbitrary procedure shall be conducted in the English and any award shall be rendered in English.
- l) 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 enter judgement thereon in any one or more of the courts having jurisdiction.
- m) The cost of the arbitration proceeding would be borne by the parties on equal sharing basis, unless costs are awarded by the Arbitrators to a single Party in which case the Party ordered to pay shall be solely liable.

#### **ARTICLE 17: Captions**

The captions herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THESE PRESENTS ON THE DAY AND THE YEAR HEREINABOVE WRITTEN.

Signed for and on behalf of

By: Dr Kiran Dandia  
Name: Head - Provider Network  
Title:

Witness no.1 Signature: Mukhees Dandia

Name of Witness no.1: Mukhees Dandia

Witness no. 2 Signature: \_\_\_\_\_

Name of Witness no. 2: \_\_\_\_\_

Signed for and on behalf of

Jyoti Rmaya Panda  
By: Jyoti Rmaya Panda  
Name: CHIEF OPERATING OFFICE  
Title:

Witness no.1 Signature: Rajani Kanta Dar

Name of Witness no. 1: Rajani Kanta Dar

Witness no. 2 Signature: Kishore Shain

Name of Witness no. 2: KISHORE SHAIN

Jyoti Rmaya Panda  
Chief Operating Officer  
JJI-Tech Medical College & Hospital  
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