

(Office Seal)

ERICSON INSURANCE TPA
(Office Seal)

Warranties by Provider

11. The Insured person will be provided treatment by the panel of consultants / doctors / surgeons / medical staff of the provider Hospital according to the established clinical protocols and prevalent norms in the medical world. The provider warrants that it shall follow ethical practices in conducting diagnostic tests, prescribing medical procedures etc at all points of time.
12. The provider warrants that the hospital would be well maintained and will have qualified & experienced medical staff and all necessary and up-to-date facilities round the clock for treatment of Insured Person.
13. Provider warrants that it shall not disclose to any outsider persons or agencies any confidential information regarding the Patient OR TPA whether marked "confidential" or not unless authorized to do so by TPA.

14. Confidentiality

- a) The provider undertakes to protect the secrecy of all the data of **Ericson Insurance TPA Pvt. Ltd.** and trade or business secrets of "TPA" and shall not share the same with any unauthorized person for any reason whatsoever. Further TPA also respects the confidentiality of the provider and undertakes to protect the secrecy on all medical information and reports concerning TPA card holders.
15. The provider shall treat the beneficiaries of TPA according to good business practice.
16. The provider will extend priority admission facilities to the beneficiaries of the client, whenever possible.
17. The provider shall ensure that medical treatment/ facility with all due care and accepted standards is extended to the beneficiary.

General

18. All planned admission should be with prior approval. The TPA will respond to all pre authorization and enhancement request by the provider within 1 hrs & 2 hrs respectively.
19. In case of emergency admission, the provider will extend the cashless facility to the beneficiary. TPA will respond within 30 minutes – 3 hrs after receiving post admission authorization request sent by the provider.
20. The choice of provider's hospital for treatment shall be entirely that of insured person. Provider shall not make any representation associating TPA with the treatment regarding which TPA shall have no liability whatsoever.
21. The provider shall render services as an independent Contractor and shall not act or purport to act as an agent or agency of TPA.
22. TPA will not interfere in the treatment provided to the insured person who is undergoing treatment as a patient in the concerned Provider Hospital.
23. TPA Medical Representative may visit the hospital to liaison with the beneficiary and the Medical consultant in charge of the beneficiary but will not suggest or insist on any medical course of action. The Medical treatment or the course of action related to treatment will be the sole prerogative of the Provider Hospital.
24. The Provider Hospital will not take any deposit from the Insured person in case of emergency (Max 24 Hours or till LOC information is received).
25. Provider will send the claim documents along with the Bills to TPA.
26. The Provider shall have no objection to use its name, and other relevant material in advertisement, promotional literature, brochures, website etc, sponsored by TPA.
27. This agreement shall come into force with effect from _____ and remain in force for a period of 2 years until terminated by mutual consent or by giving to the other not less than 30 days prior written notice. However in case of any breach of warranty / violation of terms and conditions from any party, non-breaching party shall be entitled to terminate the agreement forthwith.
28. In the event of termination of the Agreement TPA will be responsible for payment of bills in respect of treatment which has been Authorized or for which request has been made to TPA prior to the date of termination, provided it is found admissible under the terms of policy.
29. Any amendments in the clauses of the MOU can be affected as an addendum, after the written approval from both parties.
30. Discount – Agreed discount is implied on the total bill of the admission, whether authorized fully or partly by Ericson TPA. **A discount of _____% on inpatient services, ___% on outpatient service and ___% to be extended on all the packages except the ___ to the members by the provider (Please enclose separate sheets if required with the details on discounts)**
31. TPA and The provider hereby agree to indemnify from and against all at any cost damages or losses and hold harmless (Whether consequential business or otherwise) arising out of breach any representation, warranty and /or covenant made by it though this MOU, any breach of understanding / any service mutually agreed upon or for non – fulfillment of its obligations under this MOU or any law or to any Third Party / Parties.

PROVIDER'S AUTHORIZED SIGNATORY
(Office Seal)

ERICSON INSURANCE TPA AUTHORIZED SIGNATORY
(Office Seal)

32. Any Disputes, claims arising out of this Agreement between the parties are subject to arbitration.
- Either party shall send a written notice to the other party involving arbitration or it shall commence NOT later than 60 days from the time of such notice.
 - Parties shall refer the dispute to their respective CEO/CAO for resolution.
 - In the event CEO are unable to resolve the dispute within 30 days of its being referred to them, then either party may refer the dispute to the sole arbitrator who shall be jointly appointed by both the parties OR in case both the parties are unable to agree on the choice of sole arbitrators, by three arbitrators, one to be appointed by each party with power to the two arbitrators so appointed to appoint the Third arbitrator. The law governing Arbitration shall be Arbitration & Conciliation Act 1996 as amended or reconstituted from time to time and the proceedings of Arbitration shall be conducted at Mumbai, India in English Language.

In witness thereof this Memorandum of Understanding is executed by or on behalf of the parties the day and year first before written.

Signed and delivered by the within named

Through Shri/Smt. _____

Sign _____

In the presence of Shri / Smt. _____

Sign _____

Signed and delivered by the within named

THROUGH Shri / Smt. _____

Sign _____

In presence of Shri. (Witness)

Sign _____

Annexure – I

Non payable items

- Registration and Administration charges
- Cashless, TPA charges administration charges and discharge procedure charges
- Surcharges, service charges and luxury charges
- Medical records, documentation, certificate charges, Birth certificate, courier charges, Mail or internet charges
- Separate a/c/cooler, Telephone, TV and luxury charges, Service /Maintenance charges if charged separately.
- Electricity and water charges
- Advance booking charges for Room, Ante-natal, OT, Blood bank etc.
- MLC charges
- House keeping and maintenance charges
- Washing and laundry charges
- TPA processing fee, courier charges and fax charges
- Ambulance and conveyance charges
- Ambulance charges
- Food and beverages charges
- Gowns, linen, cozy sheets, towels,
- Medicines box, Measuring jars, ounce glasses, nebulizer kit, Autoclave, LSCS kit/Baby kit, Identification bands
- Dietician/nutritional planning –Diet charges
- Paper gloves/non sterile gloves, surg tapes/tegaderm, spirits, betadine
- Pelvic traction kit, lumbar belt, cervical collar, arm slings, shoulder immobilizer, knee immobilizer, Knee/shoulder brace, crepe bandages, stockings and leggings, shoe covers, tourniquets, urine containers, Band-Aid, eye shield, eye guard, eye pads, spectacles
- Barber charges, disposable razors, and Preparation charges.
- Screening test HIV and HbsAg unless indicated
- Special/private nurse, Ayaas or special attendant.
- Discharge medicines
- CAPD and C-PAP equipment.
- Glucometers, urometers, nebulizers, BIPAP machines, O2 charges
- Donor screening charges
- Mortuary charges.
- Separate baby charges without indication
- ECG leads and O2 probes
- Surgical drill, Spiro meter.
- Tissue papers, Under pads, napkins, sanitary pads, disposable inner wears
- Cold pads / hot pads
- CD, Cassette and camera charges
- Oils, soaps, Tooth Paste and Brush Alcohol swabs
- Molinea sheets.
- Utilities like – hair removers, creams, dettol, savlon, microshield-sterillium (hand wash), colognes
- Purchase of Airbed, alpha bed, water bed
- Thermometer
- Glucostix unless indicated
- Vaccination charges.
- Breast pump
- RMO/DMO, Assistant charges in minor surgical procedure.
- All Food supplements, Protein energy drinks & other health drinks
- Mopping Pad
- Wheel Chair.