

MOU

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter referred to as “MOU”) is made at _____ on this _____ day of ___202__ to extend cashless claim facility with Non-Network Hospital between

“**IFFCO Tokio General Insurance Company Ltd.**” bearing CIN No. U74899DL2000PLC107621, a Company registered under the provisions of the Companies Act, 1956 and having its registered office at IFFCO Sadan, C-1, District Centre, Saket, New Delhi-110017 and its Corporate Office at IFFCO Tower-II Plot No. 3, Sector 29, Gurugram, Haryana-122001, represented by its authorized representative namely [X] (hereinafter referred to as “**Insurer**” which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors, and permitted assigns)

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“**Hospital Name**”, bearing CIN No/trust registration no. [X], a company registered under the provisions of [X] and having its registered office at [X], represented by its authorized representative namely [X] (hereinafter referred to as “**Hospital**” which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns).

The Hospital and Insurer are individually referred to as “**Party**” and collectively as “**Parties**” wherever the context may require and permit.

Whereas IRDA has been working on a mission “Insurance for All by 2047” along with the support from Insurance Councils and Insurance Industry, with guidance from IRDAI & Insurance Councils an initiative have been taken to extend the benefit of cashless health claims to the non-empaneled hospitals by the insurance companies.

Whereas Insurer is an Insurance Company carrying on business activities related to non-life insurance and Hospital is a hospital defined as per provisions of Guidelines on Standardization in Health Insurance, 2016.

Whereas hospital is not-empaneled with the insurer yet, both the parties hereby agrees as per the industry initiative to extend to facilitate the benefit of cashless claim to the insurer’s policyholder.

This MOU shall be effective for a period from [X] to [X], and/ or for the claim no _____ unless otherwise terminated by the Parties as per provisions contained in this MOU.

1. The Hospital undertakes to provide the services in a reliable and professional manner to the satisfaction of Insurer and in accordance with additional instructions issued by the Insurer.
2. The Hospital agrees to submit clear and unambiguous tariff and related information as well as details/change in Hospital infrastructure, staffing and management to the Insurer along with documents as per annexure A.
3. The Hospital agrees to continue providing the services notwithstanding the change of any TPA or the termination of any TPA by the Insurer.

4. The Hospital agrees that it shall strictly comply with all guidelines, standards, benchmarks, protocols as may be specified by the Insurance Regulatory Development Authority of India from time to time.
5. The Hospital shall allow Insurer or any independent third party appointed (including medical professionals) by the Insurer to conduct inspections and audits/verification of the premises, bills, systems policies, process related to the cashless claim facility during working hours under intimation to the Hospital.
6. Hospital will submit all the documents within 15 days from the date of the discharge of the patient/Insured Beneficiary, Insurer will make payment of eligible bills within 30 days from the date of receipt of such submission. However, if required, Insurer can call for further document related to treatment to process the payment, in which case, the payment may be delayed beyond 30 days as contemplated herein (Depending on the query response received from the Hospital).
7. The Parties agree and acknowledge that the absolute and final decision regarding all insurance claims shall lie with the Insurer.
8. The Hospital hereby agrees to indemnify and keep Insurer Indemnified for breach of any representations and warranties, or for its not obtaining license or registration under local, state or national laws, and also for not registering with such agency/authority as prescribed IRIDAI, from time to time, as may be applicable and also if the doctors who treat the beneficiaries 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 Cashless Medical Treatment or healthcare services to the Members/Beneficiaries or for acts, commissions and omissions of Hospital, its staff, employees, doctors, agents etc., or for breach of this MOU. For all these obligations and indemnities, the Hospital shall also be liable to the beneficiaries who suffer due to various aspects mentioned in this clause. The Hospital will indemnify, defend and hold harmless the Insurer and its employees, directors and officers against any claims, demands, proceedings, actions, damages, costs, and expenses which the Insurer may incur as a consequence of Hospital's violation/breach of the terms of this MOU or negligence of the Hospital in fulfilling obligations under this MOU or as a result of any fraud by the Hospital or its staff or its associates or any of its employees or doctors or medical staff or any representative authorized to act on its behalf.
9. All payments shall be made through direct electronic fund transfer subject to deduction of tax at source as applicable under the relevant laws.
10. 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 MOU. 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 the Insurer. The Parties shall not disclose to any third party and shall use best efforts to ensure that their 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. Hospital shall ensure to comply with all applicable data protection laws/guidelines at all times.

11. Parties may enter into a details definitive agreement to empanel the Hospital as Network Hospital to facilitates the Policyholders to avail cashless facility. After, entering the definitive agreement, this MOU shall terminate automatically and all rights and obligations of Parties under this agreement shall survive in accordance with definitive agreement. If Parties do not enter into any definitive agreement, this MOU shall be terminated by efflux of time mentioned in this MOU or / and settlement of all claims envisaged under this MOU.
12. The Insurer may cancel/terminate this MOU without assigning any reason thereof by giving one-month prior written notice by means of registered letter, email, or a letter delivered at the office of the Hospital. The Insurer reserves the right to terminate the MOU / suspend Cashless facility with immediate effect in case of fraud, misrepresentation, inadequacy of service, or any other non-compliance or default on the part of the Hospital. However, Insurers agree to settle the claims in cases where pre-authorization has been issued by the insurers before giving notice of termination of MOU.
13. Any dispute, controversy or claims arising out of or relation to this MOU or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and such new rules pertaining to arbitration or amendments to the existing from time to time. The arbitrator shall be mutually appointed by the Parties. The arbitral tribunal shall be composed of sole arbitrator, mutually appointed by both the Parties. The cost of arbitration shall be equally borne by both the Parties. The place of arbitration shall be . The arbitral procedure shall be conducted in the English.
14. This MOU shall be governed by the laws of India and it is specifically agreed between both the Parties that courts at shall have exclusive jurisdiction in respect of the subject matter of this MOU. In the event that any of the provisions of this MOU shall be held by a court or other tribunal of competent jurisdiction to be illegal, invalid or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary so that this MOU shall otherwise remain in full force and effect.
15. Except as otherwise provided herein, no modification, amendment or waiver of any provision of this MOU will be effective unless such modification, amendment or waiver is approved with mutual consent, in writing by both the Parties.
16. Hospital shall assist the insurer to undertake the Customer due diligence as per applicable regulatory provisions and insurers AML-CFT Policy. Any Suspicious Transaction/ Cash Transaction/ Counterfeit Currency Transaction is identified by Hospital, shall immediately be reported to the Insurers.
17. It is agreed between the Parties that applicable Goods and Services Tax (GST) shall be borne and paid by Insurer to Hospital. Hospital would pass on the tax benefit / savings, if any, on account of output taxes to Insurer at actual. Hospital shall indemnify Insurer in respect of all claims of tax, penalty and/or interest, loss, damages, costs, expenses and liability that may arise due to non-compliance of GST laws.

This MOU shall be executed in two counterparts by the Parties, both of which when so executed and delivered shall be an original, but both of which shall together constitute one and the same

instrument.

In case you are agreeable to the foregoing terms, please sign this MOU.

For Insurance Company

For "Hospital Name"

Authorized Signatory

Name:

Designation:

Address:

Authorized Signatory

Name:

Designation:

Address:

Annexure A

List of documents required

1. Original cancelled cheque
2. Duly filled and signed EFT Mandate form
3. Contact detail sheet
4. EFT terms & condition sheet
5. Payee name confirmation letter
6. PAN card photo copy
7. KYC documents of the hospital