SERVICE LEVEL AGREEMENT

This Agreement made and entered into on this --------------day of -------------at Mumbai, India,between:

The New India Assurance Co. Ltd., a Limited Liability Company incorporated under CompaniesAct, 1956 having its Registered office at 87, M G ROAD, FORT, MUMBAI. (Hereinafter referred to as the "**Insurer**" which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the First Part.

AND

____________a third-party administrator licensed by the Insurance Regulatory and Development Authority Of India under the Third-Party Administrator Health Services Regulation 2016 as amended from time to time vide license number _____, and having its registered office at XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX. (hereinafter referred to as the "**TPA**" which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the Second Part.

WHEREAS:

(1) The Insurer has been registered under section 3 of the Insurance Act 1938 (Act 4 of 1938) and is carrying on General Insurance business in India;

(2) The TPA has obtained license to act as Third Party Administrator under the IRDAI (Third Party Administrator - Health Services) Regulations2016 as amended from time to time framed under sections 14 and 26 of the Insurance Regulatory and Development Authority of India Act 1999 (Act 41 of 1999) read with section 114A of the Insurance Act 1938 (Act 4 of 1938) and valid at the time of commencement of Agreement.

(3) The Insurer and the TPA have agreed that the TPA shall provide the Insurer and their Health Insurance customers in the Service Area the following services which shall hereinafter be referred to as "Services", for a Fee and on the terms and conditions more particularly described in this Agreement.
The Parties desire to record the statements, agreements, undertakings and covenants on the part of the Insurer and the TPA and the terms and conditions of this Agreement as follows

NOW THEREFORE IT IS AGREED as follows:

1. DEFINITIONS & INTERPRETATION

1.1 The following terms and expressions shall have the following meanings for purposes of this Agreement:

1.1.1 "Agreement" shall mean this agreement and all Schedules, supplements, appendices, appendages and modifications thereof made in accordance with the terms of this agreement.

1.1.2 "Benefit" shall mean the extent or degree of service the Insured Persons are entitled to receive based on their contract with the Insurer.

1.1.3 "Billing Service" shall have the meaning ascribed to it in clause 11 below.

1.1.4 "Business Day" shall mean days on which commercial banks are open for business in India.

1.1.5 "Call Centre and SMS Service" shall have the meaning ascribed to it in clause 6 below.

1.1.6 "Cashless Access Service" shall have the meaning ascribed to it in clause 10 below.

1.1.7 "Coverage" shall mean the entitlement by the Insured Person to Health Services provided under the Policy, subject to the terms, conditions, limitations and exclusions of the Policy.

1.1.8 "CPP Service" shall have the meaning ascribed to it in clause 12 below.

1.1.9 "CRCM Service" shall have the meaning ascribed to it in clause 8 below.

1.1.10 "Designated Bank" shall mean such Bank or Banks as maintained by the Insurer for releasing payment towards settlement of claims contemplated by this Agreement.

1.1.11 **"**Emergency**"** shall mean a serious medical condition or symptom resulting from injury or sickness which arises suddenly and requires immediate care and treatment, generally received within 24 hours of onset, to avoid jeopardy to the life or serious damage to the health of Insured Person, until stabilization at which time this medical condition or symptom is not considered an Emergency anymore.

1.1.12 "Fees" shall mean the agreed fees payable by the Insurer to the TPA for Services rendered by it as detailed under Clause 3 hereto.

1.1.13 "Force Majeure Event" shall have the meaning ascribed to it in clause 28 below.

1.1.14 "Government" shall mean either the government of India or the government of any state in India or both.

1.1.15 "Governmental Authority" shall mean any nation, state, sovereign or government, any central, regional, state, local or political subdivision and any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, and having jurisdiction over the Company, the Parties, any Shareholder or the assets or operations of any of the foregoing including but not limited to the Insurance Regulatory and Development Authority.

1.1.16 "Guidebook" shall mean the instruction manual issued by the TPA to the Insured Person containing information regarding the claims procedure as detailed in clause 7.1.2 below.

1.1.17 "Health Services" shall mean the health care services covered under the Policy, subject to limitation/ exclusion under the terms and conditions stipulated therein.

1.1.18 "Hospitalisation Service" shall have the meaning ascribed to it in clause 5 below.

1.1.19 "ID Card" shall mean the identity card provided by the TPA to the Insured Persons as part of its Cashless Access Service and bearing the details listed in clause 7.1.4 below.

1.1.20 "Insured/Insured Person(s)" shall mean customers of the Insurer who are entitled for Benefit under a valid health insurance policy of the Insurer.

1.1.21 "IRDAI" shall mean the Insurance Regulatory and Development Authority of India established under the Insurance Regulatory and Development Authority Of India Act 1999.

1.1.22 "Law" includes all statutes, enactments, acts of legislature, laws, ordinances, rules, bye-laws, regulations, notifications, guidelines, policies, directions, directives and orders of any government, statutory authority, court, tribunal, board or recognized stock exchange of India.

1.1.23 "MIS Service" shall have the meaning ascribed to it in clause 13 below.

1.1.24 "Network Provider"

Network provider means Hospitals or health care providers enlisted by the Insurer,TPA or jointly by the Insurer and TPA to provide medical services to an insured either on payment or by a cashless facility.

1.1.25 "Non-Network" Provider means any hospital, day-care centre or other provider that is not part of the network.

1.1.26 "Party" shall mean either the Insurer or the TPA and "Parties" shall mean both the Insurer and the TPA.

1.1.27 "Person" shall mean any individual, partnership, corporation, company, unincorporated organisation or association, trust or other entity, including a Government or a political subdivision or an agency or instrumentality thereof.

1.1.28 "Policy/Policies" shall mean the health insurance policy/policies of the Insurer provided to the Insured Persons and to be serviced by the TPA.

1.1.29 "Policy Holder" shall mean the customer of the Insurer who has paid premium for availing the health insurance policy which is subject to servicing by the TPA pursuant to this agreement.

1.1.30 Preferred Provider Network" (PPN) shall mean a network of hospitals, day care centres, nursing homes, as the case may be in select cities which have agreed to cashless packaged rates for defined procedures for insured person/s. The list of such hospitals and procedures may be provided in the website of the Insurer and the TPA for the information of the insured/s and updated from time to time.

1.1.31 "Schedule of Charges" shall mean the expenses related per hospitalization for the Hospitalisation Service rendered by the provider.

1.1.32 "Services" shall mean all medical health care and ancillary services agreed to be made available by the TPA to the Insurer and/or the Policy Holders and/or the Insured Persons including the following:

i. Hospitalization Service as defined in clause Cashless Access Service.
ii. Call Centre & SMS Service
iii Enrolment and ID Card Service
iv Customer Relations and Contact Management
v Investigation Service

vi Cashless Service
vii Claims Processing Service
viii Management Information System (MIS) Service
ix Legal Assistance and others

1.1.33 "Service Area" shall mean the area within which the Insurer has authorized the TPA to provide Services.

1.1.34 "TPA Regional Office" shall mean the offices of the TPA located at various regional locations throughout India and agreed with the Insurer to be known as such TPA Regional Office.

1.1.35 "Underwriting Offices" shall mean the offices of the Insurer located at various locations throughout India.

1.2 No provision of this Agreement shall be interpreted in favour of, or against, any Party because of the extent to which such Party or its counsel participated in the drafting hereof or by reason of the extent to which any such provision is inconsistent with any prior draft hereof.

1.3 Any grammatical form of a defined term herein shall have the same meaning as that of such term.

1.4 Any reference to an agreement, memorandum of understanding, instrument or other document (including a reference to this Agreement) herein shall be to such agreement, instrument or other document as amended, supplemented or novated pursuant to the terms thereof.

1.5 Terms and expressions denoting the singular shall include the plural and vice versa.

1.6 The term "including" shall always mean "including, without limitation," for purposes of this Agreement.

1.7 The terms "herein", "hereof", "hereinafter", "hereto", "hereunder" and words of similar import refer to this Agreement.

1.8 Headings are used for convenience only and shall not affect the interpretation of this Agreement.

2 SPECIFIC SERVICES TO BE RENDERED BY THE TPA INTER ALIA INCLUDES THE FOLLOWING ON BROADER HEADS

- Hospitalization Service
- Call Centre & SMS Service
- Enrolment and ID Card Service
- Customer Relations and Contact Management
- Investigation Service
- Cashless Service
- Claims Processing Service
- Management Information System (MIS) Service
- Legal Assistance and other

TPA must comply with the Health Regulations and guidelines issued by IRDAI. In case of any discrepancy/delay in the service of TPA, the cost will have paid by the TPA.In case of noncompliance, after discussion with TPA a penalty of Rs. 1000/- to 50000/- may be imposed depending on the severity.

5. HOSPITALISATION SERVICES

The Insurer and the TPA shall ensure that the Insured Persons are provided with the option of choosing from a list of Network Providers for the purposes of seeking treatment for their ailments.

5.1.8 Confirm need for hospitalisation at pre-authorisation

The TPA shall at the time of pre-authorisation of the Insured Person also confirm whether hospitalisation is required or not for the Insured Person. TPA should seek sufficient information from the treating faculty before approving the pre-authorization. The Authorization letter issued should clearly state that the said authorization is only based on the information submitted in pre-auth form and any deviations observed from the documents submitted later can render the authorization void with no liability for claim payment to the provider. Also, all claim payments will be subject to the respective policy terms and conditions.

6. CALL CENTRE AND SMS SERVICE

The TPA shall provide telephone services for the guidance and benefit of the Insured Persons whereby the Insured Persons shall receive guidance about various issues by dialling a national Toll free number. This service provided by the TPA along with the responsibilities of the TPA and subject to responsibilities of the Insurer as detailed in this clause 6 is collectively referred to as the "Call Centre and SMS Service".

6.1 Responsibilities of the TPA in providing the Call Centre Service

6.1.1 Call Centre Information

The TPA shall operate a call centre for the benefit of all Insured Persons. The call centre shall function for 24 hours a day, 7 days a week, around the year. As part of the Call Centre Service the TPA shall provide the following:

(i) Answers to queries related to Coverage, Benefits and card issuance under the policy.
(ii) Information on Insurer’s office, procedures and products related to health.
(iii) General guidance on the Cashless Services, subject to the availability of medical details required by the medical team of the TPA.
(iv) Information on PPN/Network Providers and contact numbers.
(v) Benefit details under the policy and the balance available with the Insured Person.
(vi) Claim status information to the Insured Person.
(vii) Advising the Insured Person regarding the deficiencies in the documents for a full claim.
(viii) Any other relevant information to the Insured Person.

(ix) Any of the required information available at the call centre to the Insurer.
(x) Any related service to the Insured Person.

6.1.2 Language

The TPA undertakes to provide services to the Insured Persons in English and Hindi and the Regional language of Service Area.

6.1.3 Toll Free Number

The TPA will operate a toll-free number with a facility of a minimum of 20 lines. The cost of operating of the number shall be borne solely by the TPA. The toll-free numbers will be restricted only to the incoming calls of the clients and outward facilities from those numbers will be barred to prevent misuse. The details of the Call Centre and the Toll-Free Number besides addresses and other telephone numbers of the TPA's main office and regional offices shall be prominently stated in the Guidebook.

6.1.4. Call Centre Analysis

TPA shall have internal analytic process to review the quality of response and utilization of call centre facility by the policyholders and submit the same to Insurer on agreed frequency. The TPA will provide general call centre statistics to the Insurer monthly. Any specific format as well as parameter for analysis, if required, should be intimated by the Insurer in advance to the TPA. The insurer has right to analyse the conversation made in the call centre.

6.1.5 Information at Local Offices

The TPA Regional Offices will assist the Insured Person in obtaining the necessary information from the central call centre or processing house.

6.2 Providing SMS Service

(i) Send SMS to insured about despatch of cards and renewal of cards.
(ii) Send SMS to Insured person acknowledging the intimation of claim.
(iii) Send SMS to patient/Insured Person about approval/denial of cashless access service.
(iv) Send SMS to patient/Insured Person about date of discharge from hospital and appraise him to sign on the filled _up hospital documents before release.
(v) Send SMS to the insured on the final bill amount received from the hospital
(vi) Send SMS to Insured Person about queries raised by the TPA for settlement of claim and status of claim.
(vii) Send SMS to the insured on approval of claim for the final amount.

7. ENROLMENT AND ID CARD SERVICE

The TPA must ensure that all the Insured Persons covered under the policy were provided with ID Cards after necessary enrolment in their system subject to responsibilities of the TPA as detailed in this clause 7 and is collectively referred to as the "Enrolment and ID Card Service".

7.1 Responsibilities of the TPA in providing the Enrolment and ID Card Service

7.1.1 Data Collection/Data Format

The Operating Office of the Insurer shall arrange to send photocopies of the Proposal forms and photos with copies of the policies on weekly basis to the TPA. The Underwriting Office

shall also arrange for scan data transfer to the TPA twice a week. Insurer shall also transfer insured data by data migration from CWISS server to TPA's SFTP server on daily basis. The TPA will process all such underwritten and approved proposal forms in co-ordination with the Insurer. In the event of groups, where a schedule is attached for the list of beneficiaries, the respective Underwriting Office will enclose the list. Under no circumstances will the TPA be allowed to accept the data from the Insured Person and process it without the knowledge and acceptance of the respective Underwriting Office.

7.1.2 ID Card, Guidebook and other details

The TPA shall prepare necessary ID card in respect of each Insured and dispatch the same together with Guidebook and related information to the Insured Person. The Guidebook will *inter-alia*contains information regarding the following:

(i) Information regarding the TPA and itsaddress, website and other contact information.
(ii) Toll free number of the Call Centre Service.
(iii) List of Network Providers with their address and contact details.
(iv) Information on PPN hospitals list-Displayed address& contact details on their website.
(v) Standard claim intimation format should contain the following:
- Name of insured patient and Mobile No
- Policy No
- Name of the Hospital
- Date of Admission/Proposed date of Admission
- Ailments
- Signature of the Insured Person

(vi) Customer satisfaction survey.
(vii) Instructions on use of ID Card.
(viii) Procedure to be followed by the Insured Person for availing the Hospitalisation Service and the Cashless Access Service.
(ix) Procedure to be adopted for reimbursement of expenses for non-Cashless Service and non-Network Providers.
(x) Procedure for post hospitalisation expenses.
(xi) That any claim shall be subject to the terms and conditions of the Policy of Insurance issued by the Insurer.
(xii) All other material information

TAT for issuance of ID Cards and Guidebook should be within 3/7 working days of receipt of information from the Policy Issuing Office. TPA to generate TAT reports of the enrolment and card issuance and submit the same to the Head Office of the Insurer on half-yearly basis.

7.1.3 Deficiencies in the Required Data

In case the data given to the TPA does not comply with the requirements of the proposal forms and is not sufficient for preparing the I.D. Card, the TPA will intimate the same to the respective Insurer's Office. The TPA shall be responsible for dispatch and delivery of the ID Cards to the Insured Person only after the requisite information regarding the Insured Person is submitted by the Insurer to the TPA.

7.1.4 ID Card

The issued ID Cards will bear a logo of the Insurer as well as that of the TPA in a size and format mutually agreed by the Insurer and the TPA. **Covering envelope will also bear printed logo and name of the Insurer**.

The ID Card will have:

(i) A unique serial number which will be generated for each Insured Person.
(ii) Date from which the Card is Valid.
(iii) Name of the Insured Person and relationship with the Policy Holder
(iv) Date of birth of the Insured Person
(v) The photograph of the Insured Person wherever applicable.
(vi) Blood group of the Insured Person, wherever available
(vii) Emergency contact number of the TPA/Insurer.
(viii) Name of the Insurer
(ix) Toll free number.
(x) That it is subject to the holder being covered under valid Policy of Insurer.

The cost of the ID Card shall be borne solely by the TPA.

7.1.5 Turn Around Time for enrolment processing and ID Card issuance

The TPA will complete the processing of data and issuance of the ID Card to the Insured Person within **Three/Seven workingdays (Ref to clause 4)** of receipt of complete information. In-case of default by the TPA it shall be responsible and shall indemnify the Insurer against any claims made by the Insured Person for the same.

7.1.6 Deficient ID Cards

In cases of error in data / printing mistakes etc. the Insured Person will be requested to return the ID Card to the TPA. The TPA will rectify the mistake and redeliver the ID Card within Threeworking days of its receipt to the Insured Person at no extra cost to the insurer.

7.1.7 Reporting to Underwriting Office on the Status of I.D. Card

TPA shall send a weekly report to each Underwriting Office on the status of enrolment and dispatch of I.D. Cards related to the Underwriting Office. The weekly reports shall be sent by e-mail and where such facility is not yet available, it shall be sent by post/fax.

7.1.8 The TPA shall, until the identity / health card is issued / arranged, inform the insured (s) that while getting admitted in the Hospital, he is required to establish his identity (by producing the identity / health card) and showing any other proof such as copy of ration card, pass book, voters identity card, driving license or any Govt. authorised Photo ID proof etc. The TPA shall also incorporate this requirement in the booklet that shall be supplied to the insured by the TPA.

8. CUSTOMER RELATIONS AND CONTACT MANAGEMENT (CRCM) SERVICE

The TPA shall provide adequate and prompt services to the Policyholders and ensure that customer grievances are redressed within the purview of policy. This service provided by the TPA along with the responsibilities of the TPA/Insurer as detailed in this clause 8 is collectively referred to as the "CRCM Service (Customer Relations and Contact Management Service)".

8.1 Responsibilities of the TPA in providing the CRCMService:

8.1.1 CRCM Cell

The TPA shall have a dedicated CRCM cell for receiving documents and handling individuals and groups services. The TPA shall also ensure that the CRCM cells have enough representatives and personnel.

8.1.2 Customer Grievance

The TPA shall act as a frontline for the redressal of Insured Person's grievances. TheTPA shall also attempt to solve the grievance at their end. The grievances so recorded shall be numbered consecutively and the Insured Person who records the grievance shall be provided with the number assigned to the grievance. The TPA shall provide the Insured Person with details of the follow-up action taken on the grievance as and when the Insured Person requires it to do so. The TPA shall provide to the Insurer information in the format, of any complaint/grievance received by oral, written or any other form of communication. TAT for grievance redressal should be within 3 working days.

8.1.3 Action Taken Report for Customer Grievance

The TPA shall record in detail the action taken on grievance of the Policyholder in the form of an action taken report [ATR] on the next day i.e. fourth day of the recording of the grievance. The TPA shall provide the Insurer with the comprehensive action taken report [ATR] on the grievances reported in pre-agreed format. Any grievance not solved within 5 working days will be intimated to the respective Underwriting Office.

8.1.4 Customer Satisfaction Survey

TPA shall make arrangement in their website for online customer feedback, the link of which shall be provided in the settlement letter. TPA in turn should suitably reply to feedback. This should be visible to all public also.

8.1.5 TPA shall ensure that name of the Insurer should be displayed at prominent location, preferably at the reception and admission counter and Casualty/Emergency departments of the Network Provider.

8.2 Responsibilities of the Insurer in providing the CRCM Service

The Insurer shall co-ordinate with the TPA to solve the grievance as and when required depending on the nature and circumstances of the grievance.

8.3 Senior Citizen Cell

TPA to have a fully functional Senior Citizen Cell to handle the cases of senior citizens with utmost care.

9. **CASHLESS ACCESS SERVICE**

CASHLESS ACCESS SERVICE Wherever Cashless facility would apply, the TPA should ensure that all the Insured Persons are provided with adequate facilities so that they do not have to pay any deposit at the commencement of the treatment or bills after the end of treatment to the extent as the Services are covered under the policy and up to the limits specified in the policy and to the extent that a prior authorisation for cashless settlement has been made by the TPA to the network provider. This service provided by the TPA along with the responsibilities of the TPA and subject to responsibilities of the Insurer is collectively referred to as the "Cashless Access Service". (Schedule II& III)

10.1 Pre-Authorization for Cashless AccessThe TPA shall, upon getting the related medical information from the Policy Holder/Network Provider, verify the admissibility of the claim, verify that the person is eligible for the treatment under the policy, and after satisfying itself will issue a preauthorization letter/guarantee of payment letter to the Network Provider

mentioning the quantum, the ailment and heads of admissibility of the claim.

10.2 Denial of Preauthorization In case the Policy Holder fails to provide the relevant medical details as required by the TPA, the TPA may deny the guarantee of payment to the Network Provider and may not authorise the Insured Person for cashless access. Unless the TPA is in receipt of data conclusively showing that the Policy holder is eligible for Insurance within the terms and conditions of the Policy, the TPA shall not issue the preauthorization letter/guarantee of payment letter to the Policy holder or network provider. The TPA should make it clear to the Policyholder that denial of cashless access is in no way construed to be denial of treatment or claim under the Policy. The Policyholder must obtain the treatment as per his/her treating doctors'advice present a claim for being considered under the terms and conditions of the Policy along with all the relevant documents, bills and details of treatment.

10.3 Emergency Cases In case of Emergency, if the TPA is not satisfied with the medical details, it may deny preauthorization. However, the TPA shall verify within next 24 hours from the Network Provider about the nature of ailment and on such verification if the Policyholder is found to be eligible under the terms of the Policy, the TPA will send a guarantee of payment letter to the Network Provider.

10.4 The TPA shall always, adhere to the procedure set out by the Insurer for Cashless claims and also the Regulations in this respect.

10.5 Confirm hospitalization at pre-authorization: The TPA at the time of pre-authorization of the Insured Person shall confirm whether hospitalization is required or not for the Insured Person.

10.6 TPA shall share an exclusively dedicated E-mail ID and contact number with every network provider for cashless services and the same shall be published in their website.

10.7 TPA shall ensure that Network Provider displays the information on cashless services at prominent location, preferably at the reception and admission counter and Casualty/Emergency departments.

10.8 TPA shall ensure that all documents from the hospital after discharge of the claimant for cashless cases are collected within 10 working days.

10. BILLING SERVICE

The TPA will draw bills on behalf of the Network Provider whose bill shall be settled by the Insurer. This service provided by the TPA along with the responsibilities of the TPA as detailed in this herein is collectively referred to as the "Billing Service" (Schedule I)

11.1 Responsibilities of the TPA in providing the Billing Service

11.1.1 Billing for Necessary Treatment Charge

The TPA shall co-ordinate with the Network Providers and ensures that only the reasonable and necessary fees for the treatment of the Insured Person are charged in accordance with the agreed rates, wherever applicable. The TPA shall ensure that the Network Provider charges only for the ailment for which the Insured Person has been admitted. Unrelated treatments/investigations carried on the patient's insistence are not payable by the Insurer. TPA hereby indemnifies the Insurer for the costs of any unrelated treatment availed of by the Insured Person.

12. CLAIMS PROCESSING SERVICES

Any intimation of claim and receipt of claim papers by the respective Underwriting Office of the

Insurer shall be forwarded to the Regional Processing Office of the TPA on the same day. The claims processing service provided by the TPA along with the responsibilities of the TPA as detailed in the clauses 10, 11 and 12 read with Schedules I to IV is collectively referred to as the "CPP Service".

12.1 Responsibilities of the TPA in providing the CPP Services:

12.1.1 Claim Intimation

The TPA shall process claims of which intimation may be received from the Insurer or the Insured Person. On receiving such intimation, the TPA shall advise the Insured Person of documents required for considering the claim and thereafter proceed to process the same. The TPA shall submit a daily report to respective Regional Office of the Insurer of claim intimations received. The weekly reports shall be sent by e-mail to each Underwriting Office and where such facility is not available it shall be sent by Post/fax.

TPA must engage technically experienced employees to capture the data and upload to the CWISS system (NIA Core IT Program) on daily basis. It is responsibility of TPA to upload the changes in claims processed on day to day basis so that the Insurer shall be able to capture and view the status of the claim.

The TPA shall be responsible to closely verify, monitor and confirm that charges levied by Hospitals in any claim are reasonable, warranted and necessary to ensure that claim cost is fair in the given circumstances. In network Hospital claims, TPA shall check for adherence to SOC and identify any deviations in the same. All deviations identified need to be confirmed from the hospital for justifications and clearly noted in remarks in the claim file. A detailed report of provider wise, ailment wise and other parameters which have shown deviations from the agreed SOCs need to be generated by the TPA on agreed frequency and submitted to the RO of the Insurer. For the said purpose the TPA shall, make expeditious visits to Hospitals on intimation of claim, hold consultations with the Doctors, Hospital staff and other persons as may be necessary and take all other such steps as required. The TPA will send a monthly report to the insurer on the number of visits made and details thereof.

12.1.2 Collection of Claim documents

The TPA shall offer a single window service to the Insured Persons for receiving the claim documents. TPA shall strive to secure all documents and information relating to a claim in electronic form and assist the Insured/Claimants in this regard.

In case of pre-authorisation for the Cashless Access Service, the Network Provider will send the claim documents along with the invoice directly to the TPA. If the claim documents are collected by the Insured Person, the Insured Person should submit the same to the Regional/nearest office of the TPA as per the terms of the policy. If the Insured Person does not opt for a Network Provider, the Insured Person may collect the claim form from either Underwriting Office or the TPA or download the form from the website of the TPA. The documents for claim should be submitted to TPA by the Insured Person. The pre-& post hospitalisation claim documents will also be collected by the TPA office. TPA shall give due acknowledgement of collected documents.

The TPA shall also take all steps as may be necessary on receipt of intimation of any claim, either by way of request, reminder, investigation or otherwise, to secure all documents or information from the Hospital, Insured or any other source for ascertaining and satisfying about the admissibility of the claim under the terms and conditions of the Policy of Insurance.

12.1.3 Scrutiny of Claim Documents

The TPA shall scrutinize the claim documents at the initial stage regarding the medical and eligibility aspect. Deficiency of documents, if any, and if amounting to more than Rs.10000 or 10% of the claim amount, whichever is less shall be intimated to the Insured Person and respective Underwriting Office withinThreeworking days. A reminder to send the same will again be forwarded to the Insured Person once afterSevendays of first intimation if the deficient documents are not received or are partially received. Deficiency of documents amounting to less than Rs.10000/- or 10% of claims (whichever is lower) may be ignored for claim processing.

12.1.4 Incorporation of PPN / Network ProviderTariff and schedule of charges in the TPAs system

PPN / Network Provider Tariff for the prevalent procedures and schedule of charges for both PPN and Networked Hospitals are to be incorporated in the system of TPA. The system shall be validated to ensure system not accepting any other tariff without intervention of recognized authorities for such PPN/Network Hospitals.

12.1.5 Guidelines for the settlement of claims:

TPA shall settle the claims as per the guidelines issued by the Insurer from time to time pertaining to various products.

12.1.6 Incorporation of all measurable policy conditions in the TPAs system

For individual policies, the validations to be incorporated in the system for caps on room rent/ICU Charges, specified ailments, major illness, pre-andpost-hospitalisations, co-pay etc. as applicable in the respective policies to avoid payment of extra amount beyond the permissible limit.

For Group Health Insurance Policies and Tailor Made GMCs the validations as per the respective GMC Policies to be incorporated and verified before implementation in the system.

12.1.8 Application of Networked rates in Reimbursement cases

The Insurer and the TPA shall enter an agreement with the network hospitals on the rates to be applied on the insured patients irrespective of the patient taking treatment under cashless or reimbursement. The TPA shall ensure further that networked hospitals include a column in the admission form seeking details of Health insurance cover if any.

12.1.10 Claim Control Number

The TPA shall issue a claim control number to all claims reported for future reference purposes. One single claim number should be allotted for each hospitalization claim and related Pre-&Post hospitalization claims

12.1.11 Pre-andPost-hospitalisation claims

The TPA shall receive pre-andpost-hospitalisation claim documents either along with the indoor

hospitalisation papers or separately and adjudicate the claim based on documents received.

12.1.12 Communication regarding details of settlement

Upon payment by Insurer towards a claim, TPA shall communicate to the Policyholder/Insured, details for the amount paid as per Regulation 21(2)(c) of the IRDAI (TPA-Health Services) Regulations, 2016.

12.1.14 Documents to be included in the claim files

All claim files should, inter alia include the following:

- Policy copy and endorsements, if any (For group policies the benefit chart to be placed in all the files.)
- Intimation letter
- Correspondence with the customer
- Investigation report, if any
- Hospital documents including the discharge summary and Case sheets
- Processing sheet showing all relevant policy details, disallowed amount details, earlier claims if any under the policy.
- Pre-andPost-Hospitalisation
- Settlement voucher/letter to insured showing details of assessment
- Photo ID Proof of Insured Patient
- Expert opinion of Competent Doctor justifying reasons for repudiation with supporting technical documentation
- Copy of letter to our office regarding repudiation, if any
- KYC Documents
- Disbursement details to the Customer/Hospital
- Bank Details of Customer/Hospital
- PAN card Details of Hospital

12.2 KNOW YOUR CUSTOMER (KYC) COMPLIANCE:

The TPA shall ensure at the time of claim settlement, necessary verification and receipt of documents from the Insured Persons to comply with AML guidelines. The AML guidelines shall be made part and parcel of the Claim file in respect of each claim handled by the TPA in accordance with the claim documentation stipulations in this agreement.

14. LEGAL ASSISTANCE AND OTHERS

TPA shall have a dedicated team comprising of Legal experts for handling grievance and legal cases. TPA shall assist the underwriter concerned in taking necessary and proper defences in Ombudsman/Court Cases. TPA shall provide expert medical opinion with supporting documents and/or also appear before the Ombudsman/Court to give evidence in support of their action. TPA shall provide all necessary information to give reply for any RTI queries in a time bound manner.

15. THE TPA RESPONSIBILITIES IN ENFORCING THE AGREEMENT

15.1 The TPA represents and warrants to the insurer that:

15.1.1 Power, Capacity and Authority

It has full power, capacity and authority to execute, deliver and perform this Agreement and it has taken all necessary action (corporate, statutory or otherwise), to execute, deliver, perform and authorise the execution, delivery and performance of this Agreement and that it is fully empowered to enter and execute this Agreement, as well as perform all its obligations hereunder.

15.1.2 Compliance with Memorandum and Articles

Neither the making of this Agreement, nor compliance with its terms will conflict with or result in the breach of or constitute a default or require any consent under:

(a) any provision of any agreement or other instrument to which the TPA is a party or by which it is bound;
(b) any judgement, injunction, order, decree or award which is binding upon the TPA; and/ or
(c) The TPA's the memorandum and /or articles of association.

15.1.3 Compliance with Laws

It has complied with all applicable Laws including but not limited to the Insurance Regulatory and Development Authorityof India (Third Party Administrators - Health Services) Regulations 2016.

15.1.4 Third Party Administrator License

Throughout the term of this Agreement, the TPA shall continue to be licensed with the IRDAIas a third-party administrator or such other law in force as required to carry on the activities contemplated herein.

15.1.5 Capability of Service

It is capable of servicing all the products and policies offered by the Insurer and have sufficient infrastructure, trained manpower and resources to carry out the activities for servicing these products and policies.

15.1.6 Audit of claims processed by TPA

The TPA agrees that the Insurer shall have the right to audit all claims processed by the TPA. The TPA further agrees to provide access to the Insurer to their books of accounts and records and furnish all information, materials and documents as may be required by the Insurer for this purpose. The TPA should not object to Insurer's delegation of authority to review/audit the above mentioned activities affecting the risk of Insurance to any risk sharing partner.

Any audit recovery due to wrong processing of the claim or excess payment or the claim payment beyond the scope of cover etc. shall be recovered in full along with this recovery an additional amount equivalent to the amount of recovery shall be imposed as penalty

15.1.7 Disclose TPA - Network Provider agreement

The TPA agrees that it shall if requested by the Insurer disclose all agreements entered by

the TPA with any Network Provider.

15.1.8 Services beyond Service Area

The TPA shall have interrelated agreements with other Third Party Administrators for providing Services to the Insured Persons in areas outside the limits of the Service Areas. The TPA shall make these agreements available to the Insurer for perusal as and when required by the Insurer.

15.2 On execution of this Agreement and during the time it is in force, the TPA agrees that it shall be responsible to and shall:

15.2.1 **File Agreement**

File details of this Agreement and every modification thereto, with the IRDAI.

15.2.2 No other business

Not carry on or conduct any business other than giving third party administrator services as envisaged in the provisions of the Insurance Regulatory and Development Authority Of India (Third Party Administrators - Health Services) Regulations 2016 as amended from time to time.

15.2.3 TPA will not market or solicit insurance and will not service any business/policy which is not permitted by IRDAImarketed by any of its sister companies.

15.2.4 TPA should not be the service provider nor should have any strategic alliance/tie-ups with service provider other than for providing services mentioned in this Agreement as per IRDAI stipulations.

15.2.5 TPAshould limit its activities of providing insurance related services to the policy holder and not promote any product or interact with policy holder for any other activity.

15.2.6 Control and Management and material change
Disclose to the Insurer the shareholding, control and management of the TPA and intimate any material change in the shareholding, control or management of the TPA to the Insurer. Further the TPA shall also disclose its shareholding and/or interest in control and management in any associate company/sister concern engaged in the health care services.

15.2.7 Code of Conduct

Abide by the code of conduct prescribed by the IRDAI or any other governmental body from time to time.

The TPA shall strictly abide by the regulations requiring maintenance and confidentiality of information.

15.2.8 IRDAI Regulation

Abide by the regulations of IRDAIaboutthe maintenance and confidentiality of information. It is clarified that any guidance given by the TPA on the products/policies offered by the Insurer will not be treated as breach of confidentiality.

15.2.9 Annual Report

Furnish to the Insurer and the IRDAIan annual report relevant to the Insurer and any other return as may be required by the IRDAI on its activities.

15.2.10 Claims Manual

The TPA shall process the claims as per claims manual provided by the Insurer. The TPA will abide by the instructions to be given by the Insurer for settlement of claims from time to time.

15.2.11 Verification by Director/CAO/CEO

Submit the annual report referred to in clause 15.2.9 above, duly verified by a director of the TPA and the CAO or CEO within a period of 90 days of the end of its financial year or within such extended time as IRDAI may grant.

15.2.12 No Separate Fees

Not charge any separate fees from the Policyholders/Insured Persons or Network Providers, which it serves under the terms of this Agreement, in respect of any policies that are being serviced by the TPA.

15.2.13 Discounts and Rebates

Disclose and pass on to the Insurer the benefit of any discount or rebates provided by the Network Provider or by any other entity to the TPA as part of their duties and responsibilities.

15.2.14 Consumers Forum and Ombudsman Cases

If any case is filed in the Consumers Forum or Ombudsman against the TPA due to repudiation of claim the insurer and the TPA will jointly defend the case through an advocate whose professional fee will be paid by the insurer. If the case is due to deficiency of service by the TPA and is not related to policy terms and conditions the case will be defended by the TPA alone and all costs to defend the case will be borne by the TPA.

16. INSURER RESPONSIBILITIES IN ENFORCING THE AGREEMENT

16.1 The Insurer represents and warrants to the TPA that:

16.1.1 Power, Capacity and Authority

It has full power, capacity and authority to execute, deliver and perform this Agreement and it has taken all necessary action (corporate, statutory or otherwise), to execute, deliver, perform and authorise the execution, delivery and performance of this Agreement and that it is fully empowered to enter and execute this Agreement, as well as perform all its obligations hereunder.

16.1.2 Compliance with Memorandum and Articles

Neither the making of this Agreement, nor compliance with its terms will conflict with or result in the breach of or constitute a default or require any consent under:

(a) any provision of any agreement or other instrument to which such Party is a party or by which it is bound;

(b) any judgement, injunction, order, decree or award which is binding upon such Party; and/ or

(c) Such Party's the Memorandum and/ or Articles of Association.

16.1.3 Compliance with Laws

It has complied with all applicable Laws including but not limited to the Insurance Regulatory and Development Authority ofIndia(Third Party Administrators - Health Services) Regulations 2016 as amended from time to time.

16.1.4 Insurance License

Throughout the term of this Agreement, the Insurer shall continue to be an insurance company under Law to carry on the activities contemplated herein.

16.2 On execution of this Agreement and during the time it is in force, the Insurer agrees that it shall be responsible to and shall:

16.2.1 Inform TPA on day to day basis

Pass on the data to the TPA Office periodically. The TPA shall however not be absolved of its responsibility to collect the Proposals, Policy documents and other materials from the underwriting offices of the Insurer as contemplated in 6.1.1 or elsewhere in this Agreement.

16.2.2 Group Customer Data

Direct their group customers to supply data to the TPA.

16.2.3 Insured Person to return ID Card

Instruct the Insured Person to return the cards upon expiry or termination of the policy, if required by the TPA.

16.2.4 Instruct Underwriting Offices
Instruct all their Underwriting Offices regarding appointment of the TPA.

16.2.5 Claims Management

Forward all intimation, claim documents if received by the Underwriting Office to the respective TPA Regional Office.

17. CONFIDENTIALITY:

Maintenance and Confidentiality of information.

17.1 TPA acknowledges that information and data relating to Insured Persons shall be the property of the Insurer and shall not be shared, used or dealt with in any manner than for the purposes of providing services under this Agreement.

17.2 TPA shall abide by its obligations mentioned under IRDAI (Third Party Administrators-Health Services) Regulations, 2016 as amended from time to time with respect to data maintenance and confidentiality.

17.3 TPA shall in maintaining the records in terms of Regulation (17.1) follow strictly the professional confidentiality between parties as required.

17.4 If the license granted to the TPA is either revoked or cancelled in terms of these regulations, or this Agreement expires or be terminated, the TPA shall forthwith hand over to the Insurer all data collected by the TPA and all the books, records or documents etc. relating to the business carried on by it regarding the Insurer, shall be handed over to that insurer by the TPA forthwith complete in all respects.

- TPA shall maintain the data under this Agreement by taking all reasonable care and precautions including but not limited to:
- The Data must be maintained and updated using information technology. The TPA shall have systems, firewalls and all paraphernalia to avoid jeopardizing the data.
- The TPA shall have a Business Continuity Plan ready to face any contingency that may arise.
- The TPA shall make adequate arrangements for data backup. Data backup shall be done in electronic data storage (e.g., Magnetic Tape used for tertiary and off-line storage).
- Data related to claims/policy will be the sole proprietary of the Insurer.

The expression Confidential Information shall without limitation, include confidential or proprietary information received by the other party whether directly from the other party or otherwise. Confidential information includes without limitation inventions, innovations, works or intellectual property and any idea, trade secret, know-how or data of any nature concerning the development, use, formulation, manufacture or performance of either party or its products or prospective products or services, and any research and development activities, process, techniques, inventions, specifications, algorithms, prototypes, designs, drawings or test data thereof, software programmes, computer programs or documentation, specifications, source code, object code of such software and computer programmes, inventions, processes, engineering products, services, the Insurer's markets or the business of either party or that of their respective clients. Information shall be deemed to be confidential whether the same comes to the knowledge of the other party orally or is contained in tangible or fungible form and whether contained in a computer system, brochure, booklet or otherwise. Unless otherwise specified, all information received by theeither party and pertaining to the other party shall be deemed to be Confidential Information. The terms of this Agreement are confidential and shall only be disclosed on a need to know basis.

The TPA shall keep the Insurer informed of any breach of the confidentiality obligations and shall provide necessary assistance and co-operation to the Insurer as the Insurer may require in this regard.

Notwithstanding anything contained herein, the restriction on use and disclosure set out above shall not apply to any Confidential Information which is required to be disclosed by the way of an action, subpoena or order of a court of competent jurisdiction or of any requirement of legal process, law or governmental order, decree, regulation or rule.

18. TERM & TERMINATION

18.1 This Agreement shall take effect on ---------------- and shall remain in force for a period of 3 years with their performance being reviewed every year, subject to termination as provided here in below.

18.2 This Agreement may be terminated in any of the following manner:

18.2.1 By both Parties by mutual consent; or

18.2.2 By either Party mentioned in clause 18.1 above provided it gives the other Party at least 90 days' prior written notice;

Or

18.2.3 by the non-defaulting Party in the event of a change in the management or a change in the controlling interest of the other Party without the prior written consent of the non-defaulting Party;

or

18.2.4 by the non-defaulting Party if the other Party fails to maintain any license, certification or accreditation required to conduct or perform the business contemplated by such Party under this Agreement;

or

18.2.5 by the Insurer at any time in the event of a breach by the TPA of:

a. this Agreement; or
b. its representations and warranties in this Agreement; or
c. Its covenants, agreements, duties or obligations contained herein;
d. If the breach remains uncured for a period of 30 days from the date of receipt of notice of the breach by the TPA.

Or

18.2.6 In case of any fraud, misrepresentation, inadequacy of service or other non-compliance or default on the part of TPA, services of such TPA may be suspended immediately; the TPA shall furnish his detailed reply within the time frame provided by the Insurer; in the absence of satisfactory reply, the Insurer shall be entitled to modify or cancel the agreement.

Or

18.2.7 This Agreement may be suspended/ terminated forthwith if there is a reason to believe that the continuance of the TPA is likely to harm the interest of the Insurance company / customer.

Or

18.2.8 By the either party by giving a notice of 90 days' prior notice at any time if they so decide for any other reason whatsoever.

18.3 This Agreement may be terminated forthwith by either Party, if the other Party is prevented from performing any of its obligations hereunder due to a Force Majeure Event and such Force Majeure Event continues for a period of 4 weeks without interruption.

18.4 On termination of this Agreement for any reason whatsoever:

18.4.1 The Insurer shall be liable to the TPA for all costs and charges for Services performed in accordance with the terms of this Agreement until the date of termination.

18.4.2 The TPA shall continue to be liable to provide the Services either through itself or other Third Party Administrators for any claims of Insured Persons for whom the TPA has received Fees.

18.4.3 The Bank Guarantee provided by the TPA shall be maintained in force by the TPA even after termination of this Agreement in any manner whatsoever up to12 months from the date of cancellation of the contract or agreement.

18.4.4 Without prejudice to the liability of the TPA under 18.4.2 above, the TPA shall deliver all documents, materials and information relating to Policies and pending claims to the Insurer upon termination, and shall not have the right to retain or withhold any such document, material or information by way of lien or for any reason whatsoever. TheTPA shall provide;

- Status of cases where pre-authorization has been issued by the TPA
- Status of cases where claim documents have been submitted to them for processing
- Status of cases where claim had been processed and payment by Insurer is pending

18.4.5 The TPA shall be liable for damages to the Insurer in the event of failure to render Service in cases under Clause 18.4.2 or for neglect, failure, omission or refusal to deliver the required documents, materials and information.

19. INSPECTION AUDIT AND ACCESS RIGHTS OF THE TPA ON REGULAR AND ADHOC BASIS

The Insurer would conduct audit at frequent intervals and on specific requirement as decided by the insurer from time to time.
The insurer has every right to access the system/records and claim files of TPA pertaining to the Insurance Company without any restriction. The insurer would evolve a suitable system to audit the process and functioning of TPA.
The TPA should not object to Insurer's delegation of authority to review/audit the above-mentioned activities affecting the risk of Insurance to any risk sharing partner like Reinsurer.

20. ARBITRATION AND DISPUTE RESOLUTION

20.1 All disputes or differences between the Parties hereto either during the subsistence of this Agreement or thereafter shall be resolved by reference to the concerned Regional In Charge of the Insurer, in case of non-resolution it may be raised to General Manager- Technical (Health) Head Office of the Insurer. On failure of the same the matter may be referred to Arbitrator in accordance with the provisions of the Arbitration & Conciliation Act, 1996.

20.2 The law governing the arbitration shall be the Arbitration and Conciliation Act, 1996 as amended or re-enacted from time to time.

20.3 The proceedings of arbitrations shall be conducted in the English language.

20.4 The arbitration shall be held in MUMBAI, India.

22. NEW PROVIDER EMPANELMENT

The TPA shall provide the services with respect to empanelment of new Network Provider in accordance with policy terms and conditions and take active part in creation of preferred provider Network. TPA shall not enter any separate agreement with any of our corporate where PPN agreement is already in existence.

24. SERVICE RENDERED BY THE TPA SHALL COMPLIANCE WITH THE EXTANT LAWS

TPA shall ensure that in performance of its obligations under this Agreement and rendering services it shall comply with all laws, rules, regulations, guidelines, circulars and other statutory instruments that may be in force from time to time.

25. INTIMATION OF CHANGES IN THE KEY POSITIONS IN THE OFFICE OF THE TPA

The TPA to provide exclusive human resource for providing service under this Agreement. The details of persons comprising such resource shall be provided to the Insurer by the TPA. TPAs to ensure that there is a dedicated staff of 1 MBBS/10K claims, 1BAMS/BHMS/BDS for5K claims and 1 non-medical staff for every 800 claims intimated.

The Insurer shall be entitled to periodically assess the workload of each of the resource and require additional resources to be provided if necessary by the TPA which it shall comply punctually.

Intimateany change of the Chief Executive Officer (CEO)/ Chief Administrative Officer (CAO) or any functional director or any key Managerial person at any centre as well as change of address of the

registered office/ Operation Office/ Regional Office and contact details to the IRDAI and Insurer within 15 working days from the date of its occurrence.

26. COST CONTAINMENT

26.1 TPA shall closely monitor and control outgo on health claims without violating the terms of the policy.

26.2 TPA shallactively work with providers to bring down health care cost.

26.3 TPA shall sensitise Corporate on abuse of benefits by employees and increases in outgo; to conduct quarterly review meeting with corporates on operational aspects of the policy including claim outgo.

26.4 TPA shall take all efforts to ensure that reduction is achieved in cost per claim and incurred loss ratio without violating the term of the insurance policy.

27. INDEMNIFICATION

27.1 The TPA agrees to indemnify the Insurer for any wrong/excess payment resulting from any failure, lapse or omission in performance of its obligations or adherence of terms and conditions which includes the following:

27.1.1 Any amounts paid to any Insured Person by Insurer more than the claim amount or more than the Coverage.

27.1.2 Any amount paid to any Insured Person by Insurer for a risk not included in the Coverage.

27.1.3 Any amount paid by Insurer to an Un-Insured Person.

27.1.4 Any amount payable to an Insured Person by the TPA/Insurer due to under payment of any amount due under Coverage including any reasonable fees incurred for defending any legal proceedings in furtherance thereof.

27.1.5 Any excess amount processed and recommended for settlement by the TPA in the Schedule of Charges other than the charges agreed by the Insurer with the Network Provider and the TPA.

27.1.6 Any amount paid to other Third Party Administrators during the term of this Agreement if the TPA ceases to hold a licence as a third-party administrator or is unable to carry on the services of a Third-Party Administrator.

27.2 The TPA shall be liable and responsible for any commission and/or omission(s) on its part and loss of whatsoever nature that may be caused to the Insurer in case of Planned Hospitalisation by the TPA's omission/commission(s) shall be wholly and duly met by the TPA.

And

The Insurer shall in no way be liable to compensate or indemnify the TPA for any dispute or liability arising out of its omission(s) and/or commission(s) or otherwise.

The TPA, about Emergency Hospitalisation and other cases of similar nature shall ensure no liability whatsoever shall attach to the Insurer by taking necessary and adequate steps.

27.3 TPAs collective liability under this agreement is limited to the extent of actual loss/Damage suffered by the Insurer on account of such misconduct which is directly attributable to the TPA including penalty as mentioned in the agreement.

28. FORCE MAJEURE

28.1 Neither Party shall be in breach of any of its obligations under this Agreement to the extent that its performance is prevented, physically hindered or delayed by an act, event or circumstance (whether of the kind described herein or otherwise), which is not reasonably within the control of such Party ("Force Majeure Event"). Force Majeure Event shall include but not be limited to the following:

28.1.1 fire, flood, atmospheric disturbance, lightning, storm, typhoon, tornado, earthquake, washout or other acts of God;

28.1.2 war, riot, blockade, insurrection, acts of public enemies, civil disturbances, terrorism and sabotage and threats of such actions;

28.1.3 strikes, lock-outs, or other industrial disturbances or labour disputes;

28.1.4 Change of any applicable rule, regulation or law.

28.2 If any Force Majeure Event continues for a period of 4 (four) weeks without interruption, the Party not affected by such Force Majeure Event shall be entitled to terminate this Agreement by giving notice to the other Party, pursuant to, and in accordance with the provisions of clause 16.3 of this Agreement.

29. ASSIGNMENT

29.1 Neither Party shall be entitled to assign its rights and/ or obligations under this Agreement.

29.2 Subject to the foregoing, this Agreement shall be fully binding upon, inure to the benefit of and be enforceable by the Parties hereto and their respective successors and permitted assigns.

30. ENTIRE AGREEMENT

30.1 This Agreement entered between the Insurer and the TPA represents the entire agreement between the Parties and shall supersede any previous agreement or understanding between the Parties in relation to matters covered hereby. In the event of a conflict between the provisions of this Agreement and any previous like agreement or understanding, the provisions of this Agreement shall prevail.

31. RELATIONSHIP

31.1 The Parties to this Agreement are independent contractors. Neither Party is an agent, representative or partner of the other Party. Neither Party shall have any right, power or authority to enter any agreement or memorandum of understanding for or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other Party. This Agreement shall not be interpreted or construed to create an association, agency, joint venture, collaboration or partnership between the Parties or to impose any liability attributable to such relationship upon either Party.

31.2 It is clarified that neither the TPA nor any of its employees, Network Providers or associated consultants or sub-contractors shall be deemed to be the employees of the Insurer for any purpose whatsoever.

32. SEVERABILITY

32.1 If any provision of this Agreement is invalid, unenforceable or prohibited by law, this Agreement shall be considered divisible as to such provision and such provision shall be inoperative and the remainder of this Agreement shall be valid, binding and of the like effect as though such provision was not included herein.

33. NOTICES

33.1 Any notice given under or about this Agreement shall be in writing and in the English language. Notices may be given, by being delivered to the address of the addressee as set out below (in which case the notice shall be deemed to be served at the time of delivery) by courier services or by fax (in which case the original shall be sent by courier services).

Name of the Insurer
THE NEW INDIA ASSURANCE CO. LIMITED.,
Attn:
E-mail: -
Fax: :

[Name of the TPA] M/s.
Attn: Mr. ______________
E-mail: ________________
Fax: _______________

34. GOVERNING LAW

The validity, performance, construction and effect of this Agreement shall be governed by the laws of the Republic of India. Any resolution of any disputes arising from or about this Agreement, including a breach thereof, shall also be governed by the laws of the Republic of India.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorised representatives in as of the date first hereinabove written.

SIGNED, SEALED and DELIVERED
by the within named
by ________________authorised signatory for **The New India Assurance Co. Ltd**
in the presence of:

(1)

(2)

SIGNED, SEALED and DELIVERED
by the within named
by _______________authorised signatory for ________________________
in the presence of:

(1)

(2)

SCHEDULE I

Claim Forms and Pre-Authorization Forms

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As per the IRDAI Circular Reference No. IRDA/TPA/REG/CIR/059/03/2016, dated 28-03-2016 and as amended from time to time.

SCHEDULE II

DIAGNOSTIC CODES AND PROCEDURE CODES ICD 10 Classification (I & II levels)

As per the IRDAI Circular Reference No. IRDA/TPA/REG/CIR/059/03/2016, dated 28-03-2016 and as amended from time to time.

- The procedure performed and procedure code according to ICD-10 PCS or any other Code as specified by the Authority from time to time;

- The diagnosis at the time of treatment and diagnosis code accordingto ICD-10 or any other Code as specified by the Authority from time to time;