

TERMS AND CONDITIONS: You are requested to read the following terms and conditions carefully. All of the terms and conditions set forth below govern this Scheme and apply to each and every person participating/desiring to participate in the Scheme.

1. DEFINITIONS

- a. Channel Partners: Persons authorized to provide application for participation in the Scheme and to collect completed applications along with annual access fee from persons desiring to participate in the Scheme.
- b. Annual Access Fee: The annual fee payable to avail the Services provided by the Hospital under the Scheme. The annual Access Fee at present is Rs.200.00 for coverage up to 4 family members. & Rs.500.00- for up to 6 family members.
- c. Applicant: A person who desires to participate in the Scheme and has submitted a duly completed application along with Annual Access Fee.
- d. Family: The term Family in relation to coverage under the Family Scheme means and includes the spouse and dependent unmarried children below 25 years of age, who the Primary Card Holder has enrolled under his/her membership.
- e. Suraksha Plus Card Individual identification cards issued to the Card Holder and the members of his/her family. The Suraksha Plus Card is to be used only by the Primary Card Holder and in case of coverage under the Family scheme, his/her family. It is necessary to present the Suraksha Plus Card at the Suraksha Plus Card Desk of a Hospital, to access medical services provided by such Hospital.
- h. Primary Card Holder: A person who is named under the primary card holder section as filled up in Suraksha Plus Card application received.
- i. Scheme: The Suraksha Plus Card Scheme under which the Services are provided through the Hospital to Members.
- j. Services: All medically necessary services as determined by the Hospital approached by the Member.

2. SCHEME TERMS & CONDITIONS:

- a. A person seeking to participate in the Scheme should duly complete the specified application available. The Applicant should thereafter submit the application completed in all required respects, along with the applicable Annual Access Fee to the Channel Partners.
- b. The Applicant hereby specifically acknowledges and agrees that only the duly completed applications accompanied by applicable Annual Access Fee received would be considered for participation in the Scheme. In the event of non-receipt of application/Annual Access Fee by HCMCT, the Applicant's cause of action lies solely against the concerned Channel Partner. HCMCT shall not be held responsible or liable on account of non-receipt of the application/annual Access Fee for any reason whatsoever.
- c. Receipt of application/Annual Access Fee by the concerned Channel Partner of HCMCT will not constitute acceptance for participation in the Scheme. HCMCT reserves the right to reject an application without providing any reason at any time during the course of the scheme. In the event an application is rejected, the entire Annual Access Fee paid by the Applicant will be refunded.

- d. Once a duly completed application along with applicable Annual Access Fee is received, no request for cancellation will be entertained.
- e. Once a duly completed application along with applicable Annual Access Fee is accepted, HCMCT shall issue the card to the member.

3. SERVICE TO MEMBERS

- a. The Member can avail the services 7 days after the day the acceptance/ enrolment under the Scheme. The acknowledgment slip will be valid till the actual receipt of the Suraksha Plus Card. A member is required to present the acknowledgment slip/ Suraksha Plus card at the Suraksha Plus Card Desk of the Hospital, to avail of services at the Hospital and will be Valid up to one year from the date of enrolment and thereafter it can be renewed/ amended by HCMCT at its sole discretion.
- b. All the family members would be issued only one Suraksha Plus Card. In the event of misuse of the Suraksha Plus Card, the membership to the Scheme is liable to be cancelled and no refund will be made. The membership to the scheme is non-transferable and no responsibility is owed to non-members.
- c. It is acknowledged and agreed that services added by a Hospital after the Closing Date may not be extended to the members. The decision in this regard shall be taken by the Hospital, and such decision shall be final.
- d. Members shall not be eligible for reimbursement of any expenses incurred by them.
- e. For prescription drugs, consumable, materials, Investigation, procedures and/or services, the Members shall pay separately at the time such product/services are received/availed. Member hereby agrees to accept responsibility for any and all costs not covered under the Scheme.
- f. In the event of any major disaster or epidemic or pandemic, the Hospitals shall render services in so far as is practical, according to their professional judgement within the limitations of those facilities and personnel which are then available.
- g. . It is specifically acknowledged that the Scheme is purely a facility to the Members to avail of the services at the Manipal Hospitals, Dwarka on payment of Annual Access Fee and is not a health Insurance program. The Member acknowledges that HCMCT, and the Hospital are not liable in case of death, disability, injury, damage, hospitalization or other event and agrees that he/she will not hold HCMCT, Channel Partners or the Hospital responsible in any manner for compensation, recovery of compensation, damages or other claims.
- h. . HCMCT may change, add or modify all or any of the terms and conditions set out herein without any advance notice. HCMCT reserves the right to assign its rights and duties herein, to any party at any time without notice to the Members.
- i. HCMCT reserves the right to cancel the Scheme at any time after the expiry of the sixth month from thissue of card. On such cancellation, HCMCT shall refund the Annual Access Fee paid by a Primary Card Holder, after deducting an amount proportionate to the period of coverage under the Scheme.
- j. Any dispute arising under this arrangement shall be resolved through Arbitration. The Arbitration shall be conducted as per Arbitration and Conciliation Act, 1996. The place of arbitration shall be Delhi, India and the language of arbitration shall be English

- k. If any provision/s contained herein are found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions, which shall remain in full force and effect.
- l. Any cause of action that a Member may have with respect to the Scheme must be commenced within one year after the claim or cause of action arises or else such claim or cause of action shall not be entertained.
- m. Notwithstanding any other terms or conditions, in no event shall HCMCT, the Channel Partners or the Hospital be liable for any failure, delay, or impairment in the performance of their obligations, owing to the Acts of God, severe weather conditions, labor disruptions, governmental decrees or controls, insurrections, war risks, shortages, inability to procure products/services, failure to obtain licenses or permits, shortages of supplies, or any other circumstances or causes beyond their control of the Hospital.

4. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

- a. The member acknowledges that the services are provided on "as is where is basis" no representations or warranties whatsoever, express or implied, including but not limited to representations or warranties as to description, quality, productiveness, accuracy, nature, correctness or fitness of service for a particular purpose are made.
- b. The member assumes all risk for selection and use of the service. The member shall be solely responsible for any error, mis-statements, forgery, negligence, delays, inaccuracies, acts or omissions in connection with the delivery of services.
- c. On behalf of the member and any person who uses the services or products under the health card, the member releases, acquits, and discharges HCMCT, channel partners and the hospitals from any and all liabilities, claims, demands, actions, and causes of action that the member, his family and/or their legal representatives may have, by reason of any damage (whether or not pecuniary) Or injury (whether or not personal) sustained as a result of or during the use of any and all services and/or products available under or through this card.
- d. The member agrees to indemnify and hold HCMCT, channel partners is harmless from any claims, lawsuits, and proceedings. costs, attorney's fees, damages or other losses (collectively 'losses') arising out of or relating to the members use or non-use of the services, in all cases including but not limited to losses for tort, personal injury, medical malpractice or product liability without limiting the generality of the foregoing, in no event shall obligations, owing, and/or the channel partners and/or the hospital be liable for any special, incidental, consequential, indirect damages, including damages for loss of profits, loss of business, penal loss even if they have been advised of the possibility of such damages.

In any event, the total liability (if any) on the part of HCMCT, channel partners and the hospitals, whether arising under contract or otherwise, is limited to the fees received from or on behalf of the concerned member under this scheme