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EA 728003

MEMORANDUM OF UNDERSTANDING (MoU)

This Memorandum of Understanding is executed in the matter of the GROUP HEALTH INSURANCE for 6800 Employees and their approved dependents (Spouse, unemployed Children upto the age of 25 and dependent parents/ in the absence of parents, in-laws can be covered on gender basis) of Kerala Water Authority by the parties mentioned herein and will be in force and effect for a period of one year from the date of the commencement of the insurance policy i.e., 16th April 2023.

THIS MEMORANDUM OF UNDERSTANDING (MoU) IS MADE ON 16th DAY OF APRIL TWO THOUSAND TWENTY THREE.

BETWEEN

1. The Kerala Water Authority, a body constituted by the Government of Kerala under section 3 (1) of the Kerala Water Supply & Sewerage Act, 1986, an Act of the State Legislature and having its registered office at JALABHAVAN, Vellayambalam, Thiruvananthapuram(hereinafter referred to as the INSURED which expression shall unless, repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns and represented by its Managing Director

AND

2. United India Insurance Company Limited (hereinafter referred to as INSURER) represented by its duly constituted attorney, the Divisional Manager, Madurai Divisional Office -III.

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3 Family Health Plan (TPA) Ltd (Hereinafter referred to as TPA) represented by its Branch Manager.

WHEREAS

The INSURED had proposed to make arrangements for renewal of the Group Health Insurance Policy for their Executives and Employees as also their approved dependents obtaining the best of terms and the least of premium from the INSURER and the TPA is being retained to service the said insurance policy.

The TPA is having 3 servicing offices across the Kerala State, with Empanelled Doctors. Hence, this TPA is assigned to serve this Policy in total.

The parties under this MoU, agree to the following to be carried out towards the successful implementation of the insurance policy:

DUTIES OF INSURED

1. The INSURED will release the Premium including GST agreed to be paid, in two equal installments, as under:

The first installment premium including GST @ 18% to be paid not later than 15th April 202331

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- b. The second installment and applicable GST to be paid not later than on the last day of the sixth month from the date of commencement of the policy.
- 2. The complete data relating to the Executives and Employees and the dependents to be insured will be handed over to the INSURER with the coordination and assistance of the TPA before the renewal date.
- 3. The INSURED will advise the Executives and Employees of that they need to provide a proper Photo ID at the time of Hospitalization of self or dependents viz., Voter ID card/Driving License/Aadhar Card/Employee ID card issued by the INSURED/Passport along with the ID card issued by the TPA. In case no such ID card is available, a certification from an officer not below the rank of Executive Engineer shall be produced to prove that the person being hospitalized is the Executive/Employee or his/her dependent before discharge.
- 4. The INSURED will advise the Executives and Employees that they need to provide the Bank Account No., Name of the Bank & Branch as also a cancelled Cheque whenever they submit a claim for reimbursement along with the claim documents.
- 5. The INSURED will advise the Executives and Employees that they need to complete the documentation process in respect of Member Reimbursement Claims within a maximum period of 30 days from the date of discharge. In case the Executive/Employee is not able to submit the documents before 30 days based on sufficient grounds on verification by the insurer, it is recommended to the INSURER that he/she shall be given a further period of 60 days for submission of complete documents.

DUTIES OF INSURER

- The INSURER will cause to issue the Policy of Insurance within 10 working days from the date of receipt of 1st installment premium with the updated Data of members.
- 2. The scheme is covered by **6800** Executives and Employees of the INSURED Kerala Water Authority and their dependents. If the actual number of Executives and Employees is lower than **6800**, the Insurer will arrange for refund of premium to that extent to the INSURED.
- 3. The Policy shall be issued for a period of one year from 16/04/2023 and the renewal premium shall be based on mutually agreed terms.
- 4. Until the policy is issued by the INSURER, the INSURER agrees that the TPA can approve the cashless authorization as well as the member reimbursement claims based on a certification of employment/ coverage (in respect of an employee) and a certification of dependency/coverage (in respect of a dependent) by the nominated Authority of Kerala Water Authority, i.e., the Chief Engineer (HRD& GL).



Managing Director
Kerala Water Authority
Thiruvananthapuram

- 5. The Insurer will have necessary endorsements passed in respect of the new entrants and the exits within 3 working days from the date of receipt of the monthly data.
- 6. The INSURER will renew the Insurance Policy for a further period of 1 year on expiry of the current policy.
- 7. If any of the network providers are changed or removed, the insurer should inform the matter well in advance to the insured, otherwise the insurer will be responsible to settle the claims which may be occurred in such hospitals.

DUTIES OF THE TPA

- 1. The TPA will arrange to issue the ID cards within 15 working days of the receipt of the Policy and final data of members to be covered.
- 2. The TPA will arrange to issue the ID cards within 3 working days of the receipt of the endorsement for new recruits from the INSURER.
- 3. Until the policy is issued by the INSURER, the cashless as well as the member reimbursement claims will be handled based on a clarification of employment/coverage (in respect of an employee) and a certification of dependency /coverage (in respect of a dependent) by the nominated authority of Kerala Water Authority, i.e., the Chief Engineer (HRD& GL).
- 4. Pre-authorization requests received from the hospital will be processed within 2 hours from the time of receipt of request from hospital.
- 5. Approval of final bills at the time of discharge will be processed within 3 hours from the time of receipt of final bills from the hospital. If there are any queries thereon, the same shall be sent to hospital within an hour positively.
- Shortfall Query, if any, will be raised with the HR department of Kerala Water Authority/Executives and Employees within 5 working days from the date of receipt of Claim documents.
- 7. Member Reimbursement Claims will be settled within 15 working days from the date of receipt of the Final documentation
 - 8. The Monthly Management Information System Report about Premium and Claims will be released to the INSURER on the Second Working day of the succeeding month.
 - 9. In case the insured person dies during the currency of the policy period without making any claim, the premium will be proportionately refunded or settled against their approved dependents, if the employee is survived by his/her spouse/Children/Parents. If the Employee is single, the premium shall be returned to the INSURED, the Kerala Water Authority on Pro-rata basis.



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Thiruvananthapuram

DUTIES AND RESPONSIBILITIES OF THE INSURANCE COMPANY AS A DIRECT INSURER

- 1. The INSURANCE company will offer assistance to the INSURED in the Management of Health Insurance Claims through TPA.
- 2. The INSURANCE company will take up the complete responsibility of follow-up with the TPA for all claims requirements of the insured members.
- 3. The INSURANCE company will ensure that the hospitals on the network of the TPA are in line with the demographic profile of the Group. If there is any change in the network provider it should be informed to the insured well in advance.
- 4. The INSURANCE company will coordinate with TPA to sort out any relevant issue.
- 5. The INSURANCE company will coordinate with TPA for pre-authorization in case of delay
- 6. The INSURANCE company will coordinate for monthly statement from TPA for the number of cashless treatments authorized and the member reimbursement claims effected & the sum insured utilization.
- 7. The INSURANCE company will submit the utilization statement of the TPA to INSURED along with Monthly Management Information System Report.
- 8. The INSURANCE company will follow up with TPA for settlement of claim within 15 working days of submission of the final set of documents to the TPA.
- 9. The INSURANCE company with the co-ordination of TPA will maintain a detailed status of pending claims and submit along with the Management Information System Report before 10th of the succeeding month.
- 10. The service of the TPA should be available 24 x 7 (over phone) and to be ensured that none of the members of the insured has to face difficulties with the hospital Authorities for settling the claim.

GENERAL

It is mutually agreed between the INSURED and the INSURER that where documents of identification are not available for any reason, certification from an officer not below the rank of Executive Engineer shall be produced to prove that the person being hospitalized is either a bonafide Executive /Employee or is a bonafide dependent of an Executive /Employee.

> Kerala Water Author Thiruvananthapuram



In case of any complaint to be made in respect of the service of the insurers, the Executive /Employee shall bring the same to the notice of the INSURED. The INSURED shall take up the complaint with the INSURER.

If even after this effort, the claim remains disputed, the INSURED is empowered to take it to the appropriate **LEGAL FORUM**, at **THIRUVANANTHAPURAM**.

In case of fraudulent claims by any Executive /Employee or bonafide dependent of a Executive /Employee the INSURER/TPA shall bring it to the notice of the INSURED so that the claim amount (if already settled) can be recovered from the Executive /Employee concerned by the INSURED and returned to the INSURER.

The insurance policies issued by the INSURER will be formed part of this Memorandum of Understanding.

This Memorandum of Understanding is liable to be cancelled by any of the parties to it at any point during the period covered by this Memorandum of Understanding by giving a prior notice of 30 days.

Dated this, the Sixteenth day of April, 2023 at Thiruvananthapuram.

Sri. VENKATESAPATHY

MANAGING DIRECTOR

KERALA WATER AUTHORIT

THIRUVANANTHAPURAM,

KERALA

DIVISIONAL MANAGE

NITED INDIA INSURANCE COMPANY LTD

DIVISIONAL OFFICE -III

SANCTA MARIA, 73 -

CHOKALINGA NAGAR

BYE PASS ROAD, MADURAI-625 010

TAMILNADU

VENKATESAPATHY S. IAS

Managing Director Kerala Water Authority Thiruvananthapuram

Sri. SHAN A. FERNANDEZ

BRANCH MANAGER

FAMILY HEALTH PLAN TPA LTD.

THIRUVANANTHAPURAM, KERALA

IN WITNESS WHEREOF the Insured, the Insurer and the TPA caused this MoU to be duly executed these presents the day and year first hereinabove written:

Smilha. S. Nais UD clerk Smilhe . S. Naus-

2. Smithe Moham J, UD clark Smithe

JALA BHAVAN

