

HOSPITAL PROTECTION SCHEME

Gujarat State Branch, IMA

CONSTITUTION

1. TITLE:

The scheme shall be known as “Hospital Protection Scheme, Gujarat State Branch I.M.A”. It shall be working on the principle of mutual benefit scheme.

The scheme shall function under the auspices of Professional Protection Scheme (P.P.S) Gujarat State Branch, I.M.A with its permanent head quarter at Ahmedabad (The Head Quarter of Professional Protection Scheme, Gujarat State Branch I.M.A). For all legal disputes between member hospitals and administration the jurisdiction shall be restricted to the courts at Ahmedabad only.

2. COMMENCEMENT OF THE SCHEME.

The scheme will become effective from 01st April 2017.

3. AIMS & OBJECTIVES :

(A) To provide comprehensive indemnity cover to the member hospitals from litigations for any act of alleged negligence or carelessness or deficiency of service in the part of member hospitals, doctors and the staff working in the hospitals by providing legal aid to the member hospitals.

(B) To educate the member hospitals to prevent any litigant situation and to guide them, how to deal with it in the event of such a situation.

4. ELIGIBILITY :

Any Hospital including, Institution/Clinics/Dispensaries/Diagnostic Centers located in Gujarat State which is duly registered with appropriate authority and owned atleast 50% (Fifty percent) by the member/members of the Professional Protection Scheme Gujarat State Branch of I.M.A with or without inpatient facilities is eligible to become the member of the scheme. Such member hospitals must have all the doctors working in the hospital enrolled in Professional Protection Scheme of Gujarat State Branch of I.M.A. as individual members.

5. ENROLLMENT OF THE MEMBER:

Eligible hospital shall submit its application on the prescribed form, along with a Demand Draft/Cheque of requisite amount of Admission fees as well as Annual Membership fees as per the category of the Hospital in favour of “Hospital Protection Scheme, Gujarat State Branch, I.M.A.” (H.P.S G.S.B I.M.A). The office will scrutinize all the relevant details furnished in the application form. The scheme will periodically inspect the member hospitals so as to verify the details furnished in the application form and if it is found that the member hospital does not satisfy the minimal requirements for the membership, the scheme will have such powers to terminate the membership of such hospitals.

6. MEMBERS SUBSCRIPTION (Schedule of Fees) :

Members subscription would be according to the bed strength which would include the bed in the observation ward, ICCU, Post-operative ward, Neonatal Ward, Day Care Wards etc.

Admission Fees will be one time payment while joining or rejoining the Scheme and will be non-refundable. The annual membership fee will be payable every year in advance and will be non-refundable. The fees may be revised from time to time by the scheme.

Schedule of Fees :

Category of Hospital	Bed Strength	Admission Fees (Rs.)	Membership Fees per Year		
			(A) Coverage- Per Case: Rs. 10 Lakh Aggregate: Rs. 20 Lakh/Year	(B) Coverage- Per Case: Rs. 50 Lakh Aggregate: Rs. 1 Crore/Year	(C) Coverage- Per Case: Rs. 1 Crore Aggregate: Rs. 2 Crore/Year
I	0-20	5,000	8,000	40,000	70,000
II	21-50	10,000	20,000	80,000	1,40,000
III	51-100	20,000	40,000	1,60,000	2,80,000

7. SPECIAL NOTE:

- (A) Membership period shall be from 01st April to 31st March (12 Months).
- (B) (I) A member hospital joining the scheme from 01st April to 30th September will have to pay full amount of admission fee and annual membership fee.
(ii) A member hospital joining the scheme from 01st October to 31st March will have to pay full amount of admission fee and half of the annual membership fee.
- (C) The claim arising within jurisdiction of Gujarat State only will be entertained by the scheme except the direct litigation/s in N.C.D.R.C and / or Supreme Court.
- (D) A discontinued member hospital if wants to join the scheme again will be treated as a new member.
- (E) The scheme will protect individual hospital rendering services at the place mentioned in the application form. Hospitals having any branch else where have to enroll separately. In case of shifting of hospital the scheme has to be informed prior or at the time of shifting and written acknowledgement must be taken from the scheme.
- (F) The scheme will be covering only the member hospital. The scheme will not give protection to the individual doctors of for their lapses even if a doctor heads such management. The member hospital must see that all the individual doctors working in the hospital are members of Professional Protection Scheme of Gujarat State Branch I.M.A.
- (G) Any criminal/civil/consumer complaint regarding misbehavior/alleged rape and /or dispute regarding the bill/payment for the management of the patient will not be covered under the scheme.
- (H) The scheme must be informed and written consent must be taken from the scheme for transfer of any case pending in the court to any other court including “Lok Adalat”.
- (I) If a member hospital has effected any insurance scheme with the Government or any institution/ insurance company and has also joined this scheme, the compensation payable by the scheme shall be restricted to the difference amount between the compensation awarded by the competent authority and the payment to be done by the Government/Institution / Insurance Company.

- (J) All Medico-Legal risks arising out of activities in surgical and diagnostic camps shall be excluded from the purview of the scheme.
- (K) The scheme reserves its right of renewing or not renewing the membership.
- (L) The scheme shall not provide any indemnity cover for any act of a member hospital which is against the law of the land.
- (M) For all legal disputes between the member hospital and administration the jurisdiction shall be restricted to the courts at Ahmedabad only.
- (N) The litigation against Dental/Ayurvedic/Homeopathic/Unani department and other non-allopathic management modalities will not be covered even though it is the part of the member hospital.

8. MEMBER'S RIGHTS AND DUTIES :

- A. The Scheme will fight out Civil, Criminal or other cases in the Consumer Agencies or Judicial or non judicial authorities or Quasi-judicial against the member hospital up to the level as decided by the scheme. Litigation arising out of professional activities alone will be covered by the Scheme.
- B. Compensation arising out of criminal negligency or the Civil/Consumer protection act proceedings shall be paid within limits prescribed.
- C. In the event of Medico Legal problem the concerned member hospital shall send to HPS office the documents of all records concerned with the incidents with detailed note on the incident for the proper defense of the case immediately on receipt of any notice or communication from the authorities concerned and in no case not later than 14 days from the date of receipt of the same. The member hospital will select a counsel of defense from the panel of lawyers only.
- D. (1) If a member hospital so desires, it can engage its own defense lawyer at its own cost, which shall not be reimbursed by the scheme. Such a lawyer shall assist the panel lawyer in its defense in which case the decision of the panel lawyer will be final and binding

OR

- (2) If a member hospital so desires, it can arrange for its independent defense in which case any liabilities of the scheme with regards to the risk and cost arising there of shall stand discharged and shall not be reimbursed.

- E. The concerned member hospital shall carry out the instructions given by the Scheme regarding the case and thereafter.
- F. The scheme with due consultation of member hospital can file the counter petition or suits against the parties' concerned for monetary damages and defamation of the member hospital. In such cases, once the compensation is ordered 50% of the amount so ordered will go to the Scheme and the balance 50% will be given to the member hospital aggrieved.
- G. In any case the Scheme should not be made a party in the case because the scheme is not an Insurance Company. Any member hospital who makes the Scheme also a party in the hospital's case will cease to enjoy the benefits from the Scheme.
- H. In case the member hospital violate/neglect/fail to discharge any of the conditions as stipulated above, the member hospital is not entitled to get any benefit from the Hospital Protection Scheme.

9. PROTECTION DAMAGE PAYABLE BY THE SCHEME :

- (A) The Hospital Protection Scheme on behalf of the member hospital shall pay maximum compensation amount as per enrolled category. No other case, including cases not directly covered by the medical treatment, shall be protected by the Scheme.
- (B) In case an appeal/revision or other proceeding was filed against the decision of the court or authority, the Hospital Protection Scheme shall deposit the requisite amount in the court or authority for such proceedings on behalf of the member hospital and in case of refund of that amount the member hospital shall have no right or claim over the amount so refunded and the member hospital shall refund the full amount within 14 days from the date of receipt of such amount from the authorities concerned to the Hospital Protection Scheme. In case the member hospital fails to refund the amount, the Hospital Protection Scheme shall have the right to recover the entire amount from the member hospital with interest at the rate of 18% per annum from the date of receipt of that amount and the member hospital is liable to pay all cost and expenses incurred by the Hospital Protection Scheme for the recovery of such amount from the member.
- (C) The member hospital has no right or authority to pay any compensation to any person by way of damages or compensation or otherwise and the

Hospital Protection Scheme is not liable to pay any such amount so paid by the member hospital.

- (D) If any amount was awarded or recovered by the member hospital in addition to the above, by way of compensation or cost as result of the above cause, the member hospital shall pay 50% of the amount so received to the Hospital Protection Scheme and the member hospital is entitled to get balance amount.

10. DISQUALIFICATION:

If a member hospital furnishes any wrongful information in its application form or furnishes any wrongful information at any time during its membership period, and thus tries to obtain any benefit under the scheme, its membership shall be terminated automatically without any refund of fees and no indemnity cover shall be provided for the entire period of its membership.

11. Discontinuation---- Renewal----- Rejoining:

- (A) Notice will be sent one month in advance to all the member hospitals for renewal of membership.
- (B) A member hospital who does not pay the annual membership fee in advance- before 31st March. (before the expiry of the indemnity cover) shall be discontinued without any notice.
- (C) However if a discontinued member hospital wants to revive its membership within one month of the expiry of the indemnity cover, it shall pay annual membership fee only, but the indemnity covered shall be provided from the day of revival of the membership.
- (D) After one month if a member hospital wants to rejoin the Scheme, it shall be treated as a new member and it shall have to pay Admission fees as well as Annual Membership fees.

12. MANAGEMENT OF THE SCHEME. (as per PPS)

13. CO – OPTION. (as per PPS)

14. GENERAL BODY MEETING. (ANNUAL /ORDINARY) (as per PPS)

15. BOARD OF DIRECTORS' MEETINGS : (as per PPS)

16. DUTIES OF THE OFFICE BEARERS. (as per PPS)

17. MANAGEMENT OF THE FUNDS.

(A) OPERATION OF BANK ACCOUNTS.

All the accounts of the Scheme shall be opened in the Nationalised Banks in the name of H.P.S. G.S.B. I.M.A. and shall be operated jointly by any two of the following (1) The Managing Director (2) Joint Director (3) Finance Director (4) Hony. Secy. G.S.B. I.M.A.

(B) INVESTMENT

All the investments of the Funds of the Scheme shall be made in the name of H.P.S. G.S.B. I.M.A.. in Nationalised Banks of Securities approved by the Government as per guidelines of the Board of Directors.

18. AUDITORS (as per PPS)

19. HONY. LEGAL ADVISORS (as per PPS)

20. T.A. FOR BOARD OF DIRECTORS MEETING (as per PPS)

21. FINANCIAL YEAR (as per PPS)

22. FUNDS (as per PPS)- The HPS itself will have its financial responsibilities and liabilities.

23. DISSOLUTION (as per PPS)

HOSPITAL PROTECTION SCHEME

GUJARAT STATE BRANCH, INDIAN MEDICAL ASSOCIATION

“P. P. S. House”, Beside Sakar-V Building, Nr. Mithakhali Railway Crossing,
Off. Ashram Road, Navrangpura, Ahmedabad-380009.

Phone : (079) 2658 8929

E-mail : hpsgsbima@gmail.com



APPLICATION FORM

FOR OFFICE USE ONLY

H.P.S. No.

M.R. No.

Date :

Category :

Cheque/D.D. No.

Date :

Amount Rs.

Bank Br.

INDEMNITY COVER

From :

To :

Form Received on :

(To be filled in Block Letters)

1. Name of the Hospital :
2. Address :
.....
.....Pin Code.....
3. Date of Establishment :
3. STD CODE No. :Phone : (H) (1) (2)
Mobile T.No. (1) (2)
E-mail ID :
4. Whether Partnership, Limited Co, or Individually owned :
All Owner's Name with P.P.S.No. : (1).....
(Attach separate sheet, (2).....
if necessary) (3).....
5. Name of the nearest Local IMA Branch :
6. (a) Is the Establishment registered with the local
competent authority? If no, why ?.....
(b) Have you complied with all statutory rules/
regulations relating to your establishment ?
7. (a) Whether Hospital is Licensed for doing M.T.P.:
and if so, the Order No. & Date
- (b) Registered under PNDD act :
Registration No. :

8. Whether Hospital is insured with any other Insurance Co. and if so, the details :
(If multiple, attach a separate sheet)

Name of Insurance Company :

Policy No. :

Date of expiry :

9. Total No. of Beds :
(Including Observation ward, ICU, ICCU ward, Post operative ward, Neo-natal ward, Day Care Ward etc....)

Schedule of Fees :

Category of Hospital	Bed Strength	Admission Fees (Rs.)	Annual Membership Fees		
			(A) Coverage- Per Case: Rs. 10 Lakh Aggregate: Rs. 20 Lakh/ Year	(B) Category Per Case: Rs. 50 Lakh Aggregate: Rs. 1 Crore/ Year	(C) Category Per Case: Rs. 1 Crore Aggregate: s. 2 Crore/ Year
I	00-20	5,000	8,000	40,000	70,000
II	21-50	10,000	20,000	80,000	1,40,000
III	51-100	20,000	40,000	1,60,000	2,80,000

Category of Hospital (I / II / III) :

Category of Coverage opted (A / B / C) :

Admission Fees ₹.....+Annual Membership Fees ₹..... = Total Amount Payable ₹.....

DETAILS OF CHEQUE / DEMAND DRAFT

(Subject to Realisation)

Cheque/D.D. should be drawn in favour of
"H.P.S. G.S.B., I.M.A."
Cash, M.O.'s and out station cheque will not be accepted

Name of the Bank : Branch :

Chq./DD No. : Dated :

Date of commencement of membership will be from the date of receipt of Cheque / DD at the Scheme office.

Please attach Photocopies of :

- (1) Each Owner's Photo ID proof
- (2) Each Owner's Pan Card Photo copy
- (3) Proof of establishment registered with local competent authority
- (4) Establishment Tax Bill
- (5) Electricity bill of the establishment
- (6) For Partnership / Limited company, self attested photo copy of the said deed

ELIGIBILITY :

Any Hospital including, Institution/Clinics/Dispensaries/Diagnostic Centers located in Gujarat State which is duly registered with appropriate authority and owned atleast 50% (Fifty percent) by the member/members of the Professional Protection Scheme Gujarat State Branch of I.M.A with or without inpatient facilities is eligible to become the member of the scheme. Such member hospitals must have all the doctors working in the hospital enrolled in Professional Protection Scheme of Gujarat State Branch of I.M.A. as individual members.

ENROLLMENT OF THE MEMBER:

Eligible hospital shall submit its application on the prescribed form, along with a Demand Draft/Cheque of requisite amount of Admission fees as well as Annual Membership fees as per the category of the Hospital in favour of "Hospital Protection Scheme, Gujarat State Branch, I.M.A." (H.P.S G.S.B I.M.A). The office will scrutinize all the relevant details furnished in the application form. The scheme will periodically inspect the member hospitals so as to verify the details furnished in the application form and if it is found that the member hospital does not satisfy the minimal requirements for the membership, the scheme will have such powers to terminate the membership of such hospitals.

SPECIAL NOTE:

- (A) Membership period shall be from 01st April to 31st March (12 Months).
- (B) (I) A member hospital joining the scheme from 01st April to 30th September will have to pay full amount of admission fee and annual membership fee.
(ii) A member hospital joining the scheme from 01st October to 31st March will have to pay full amount of admission fee and half of the annual membership fee.
- (C) The claim arising within jurisdiction of Gujarat State only will be entertained by the scheme except the direct litigation/s in N.C.D.R.C and / or Supreme Court.
- (D) A discontinued member hospital if wants to join the scheme again will be treated as a new member.
- (E) The scheme will protect individual hospital rendering services at the place mentioned in the application form. Hospitals having any branch else where have to enroll separately. In case of shifting of hospital the scheme has to be informed prior or at the time of shifting and written acknowledgement must be taken from the scheme.
- (F) The scheme will be covering only the member hospital. The scheme will not give protection to the individual doctors of for their lapses even if a doctor heads such management. The member hospital must see that all the individual doctors working in the hospital are members of Professional Protection Scheme of Gujarat State Branch I.M.A.

- (G) Any criminal/civil/consumer complaint regarding misbehavior/alleged rape and /or dispute regarding the bill/payment for the management of the patient will not be covered under the scheme.
- (H) The scheme must be informed and written consent must be taken from the scheme for transfer of any case pending in the court to any other court including “Lok Adalat”.
- (I) If a member hospital has effected any insurance scheme with the Government or any institution/ insurance company and has also joined this scheme, the compensation payable by the scheme shall be restricted to the difference amount between the compensation awarded by the competent authority and the payment to be done by the Government/Institution / Insurance Company.
- (J) All Medico-Legal risks arising out of activities in surgical and diagnostic camps shall be excluded from the purview of the scheme.
- (K) The scheme reserves its right of renewing or not renewing the membership.
- (L) The scheme shall not provide any indemnity cover for any act of a member hospital which is against the law of the land.
- (M) For all legal disputes between the member hospital and administration the jurisdiction shall be restricted to the courts at Ahmedabad only.
- (N) The litigation against Dental/Ayurvedic/Homeopathic/Unani department and other non-allopathic management modalities will not be covered even though it is the part of the member hospital.

DECLARATION

Ia Life Member of Branch of IMA having P.P.S. Number.....do hereby, declare that the details furnished above are true and correct and that I will abide by the Rules and Regulations of Hospital Protection Scheme.

Date :

**Signature & Seal
Superintendent / Administrator**