



Terms of Your Even Plan

This document ("**Agreement**"), together with any specific declarations or information provided by You ("**You/Your**"), sets out the basis on which You may avail the healthcare and wellness features under Your "**Even Plan**", a service that is provided to You by Even Healthcare Private Limited ("**Company/We/Us/Our**"), having its corporate office at No. 1335, 11th Cross Rd, Stage 3, Indiranagar, Bengaluru, Karnataka 560038 - India.

INTRODUCTION:

We help You access various healthcare and wellness services to improve Your health and well-being and prevent situations leading up to any hospitalisation ("**Managed Care**"). Our doctors and in-house specialists, as approved or empanelled with Us ("**Even Doctors**"), will provide best-in-class curated programmes, teleconsultations and video consultations.

You have subscribed to the Even Plan and its services are available to You on Our website and Our mobile application ("**Even App**") if You have paid the applicable monthly/yearly subscription ("**Membership Fees**").

Under Your Even Plan, You can:

- access various Managed Care services by becoming an **Even Care** member;
- along with Managed Care, avail an optional cover for outpatient services ("**OPD**") under the group insurance policy obtained by Us for You from an Indian insurance company ("**Insurance Partner**"), by becoming an "**Even Lite**" member;
- along with Managed Care, avail an optional cover for in-patient hospitalisation ("**IPD**") and day care services under the group insurance policy obtained by Us for You from an Indian insurance company ("**Insurance Partner**"), by becoming an "**Even Essential**" member;
- along with Managed Care and the OPD group insurance cover, avail an optional cover for in-patient hospitalisation ("**IPD**") and day care services under a separate group insurance policy obtained from an Insurance Partner, by becoming an "**Even Plus**" member.

Under Your Even Plan (for Even Lite, Even Essential and Even Plus members), We provide You facility of a wide network of doctors, specialists, hospitals and other healthcare providers ("**Healthcare Partners**"), empanelled with Our Insurance Partner. The Health Care Partners will provide You best-in-class facilities in India, and come highly recommended. An overview of the benefits and terms of our plans can be found on our Website even.in as well as at <https://even.in/files/Even-Plans-Overview.pdf>.

In consideration of the above, the Company and You (collectively referred to as "**Parties**") agree as follows:

OUR SERVICES

- 1.1 Your Even Plan will commence on the date on which this Agreement is sent to You ("**Effective Date**") and will be valid for the period of the advance payment, if any, or until cancelled.



1.2 ***Managed Care:*** The Managed Care features of Your Even Plan will provide You access to medical consultations with Even Doctors to improve Your health and well-being and prevent situations leading up to any hospitalisation. The Managed Care facility is available to all the Even Plan members i.e. Even Care, Even Lite, Even Essential and Even Plus members.

1.3 ***OPD:*** If You are an Even Lite or Even Plus member, then along with Managed Care (i.e. the Even Care membership), You will also receive cover for cashless consultations, treatments and examinations from Healthcare Partners, which do not require hospitalisation and day care treatment.

The OPD services remain subject to the terms, conditions and exclusions of the insurance policy, which are linked to here:

<https://even.in/files/Even-Plans-Overview.pdf>, as well as on the Certificate of Insurance ("**COI**") issued to You after membership activation.

1.4 ***IPD:*** If You are an Even Essential or Even Plus member then along with the Managed Care membership, You will also receive health cover for treatments requiring hospitalisation and day care services from Our Insurance Partner (for Even Plus you will additionally receive OPD insurance cover). IPD and day care services provided to You under Your Even Essential or Even Plus Plan will include cashless hospitalisation facility from a wide network of doctors and hospitals in India and certain day-care procedures (which do not need You to stay at the hospital overnight) from Healthcare Partners.

The IPD services remain subject to the terms, conditions and exclusions of the insurance policy, which are linked to here:

<https://even.in/files/Even-Plans-Overview.pdf>, as well as on the Certificate of Insurance ("**COI**") issued to You after membership activation.

INSURANCE COVER

1.5 The sum insured for the insurance is available on a sharing basis for any one or all (for Even Lite/Even Essential/Even Plus members who are in the same Even account) for all claims arising during the coverage period (i.e. it is a "floater"), and is not issued to You exclusively on a per individual basis.

1.6 In the event that any document or information is required from You in processing any claim under the group insurance policy by the Healthcare Partner or the Insurance Partner, You shall co-operate and provide the same to Us.

1.7 While we provide You access to the insurance cover, by acting as a group administrator, We do not underwrite the same or assume any risk thereunder. Claims under the group insurance policy may be intimated to Us for coordination, but all claim processing and decision will be by the Insurance Partner directly.

1.8 The premium amount payable towards such insurance cover is determined by the Insurance Partner, and is included in the cost of Your Even Lite/Even Essential/Even Plus membership. You may view the premium amount paid by You, and passed on to the Insurance Partner by Us, on the payment page during your Even onboarding process.



- 1.9 Any dispute or query related to any claim or terms of the insurance policy will be addressed by Us with Our Insurance Partner and We will not be liable to You in this regard. If the dispute is not resolved by Us, You may reach out directly to Our insurance partner.

PROCESS AND PROCEDURES

- 1.10 For availing the Managed Care services under Your Even Plan, You are required to have access to the Even App. Upon subscribing, You will be able to log into Your Even Plan account which can be accessed on the Even Website and App and be used to avail Managed Care services.
- 1.11 For availing the insurance benefits, Even Lite/Even Essential/Even Plus members will need their Certificate of Insurance, or alternatively, their group insurance details available on the Even Website and/or App.
- 1.12 Normally, all services under Your Even Plan will be available in a cashless manner at the concerned facility and may be accessed through the Even App (for Managed Care and OPD services) or the TPA/insurance desk (for IPD services), as available at such Healthcare Partner's facility. In case of Even Lite, Even Essential and Even Plus members, where services are not available on a cashless basis, You may claim a reimbursement upon providing supporting documentation to Us or Our Insurance Partner. This may typically be due to:
- (a) A medical emergency faced by You, which may be included under Your Even Plan once Even Doctors are able to assess the treatment taken;
 - (b) Us/Insurance Partner needing to further assess Your request;
 - (c) Technical reasons faced by Us, Insurance Partner or the TPA.

Please note that if a reimbursement is requested without having first sought pre-approval, through Even, by Even's Insurance Partner, and not for one of the reasons above, the reimbursement request may be denied.

- 1.13 The broad procedure for availing any features under Your Even Plan is as follows:

Step 1: You are required to book a consultation with Even Doctors on the Even App or Website for their preliminary advice/prescription. In accordance with Your medical condition, symptoms and the Even Plan taken by You, Even Doctors will recommend You for a relevant Managed Care service or OPD/IPD service.

Step 2: Upon receiving such recommendation,

- (a) Even Care/Even Lite/Even Essential/Even Plus members, will avail teleconsultation covered under the Managed Care from recommended Even Doctor.
- (b) Even Lite, Even Essential and Even Plus members may additionally avail OPD/IPD (depending on the selected plan) services from the Healthcare Partner recommended by Us or Our Insurance Partner.

Step 3: For availing OPD/IPD service at the approved Healthcare Partner. You may avail the treatment by visiting the selected facility and approach the TPA/insurance desk and provide supporting documentation in case of IPD services, or, in case of OPD services and where pre-approval is granted, initiate claim settlement through



the Even App. Before using any further OPD/IPD services, You shall be required to submit all required proofs, consultation etc, on the Even App or directly to the Insurance Partner. It is recommended to always coordinate with Even prior to any medical procedure or claim in order to simplify the claims process and the communication with the Healthcare and Insurance Partners.

RIGHTS AND DUTIES OF THE PARTIES

Please note that the Parties have the following rights and obligations under this Agreement:

- 1.14 For the purpose of determining Your eligibility for the Even Plan, We reserve the right to require You to undergo medical tests, and You shall extend all reasonable cooperation with Us in this regard.
- 1.15 The final decision in relation to whether and where any specific OPD/IPD service may be available to You through Your Even Plan, shall be made by Our Insurance Partner, per its sole discretion.
- 1.16 At the time of availing the Managed Care services under Your Even Plan, if You are not satisfied with the consultation of Even primary care doctors, You are allowed to take second opinion from up to two super-specialists doctors for the same health issue without unnecessary repetition of same tests and prescription, provided Even has full discretion to reject Your request for this purpose. These consultations will only be covered if you have opted for a plan containing full OPD cover.
- 1.17 We are not responsible for the outcome or result of any treatments, or the quality of care provided by any Healthcare Partner. Additionally, by way of this Agreement or otherwise, we do not assume or shall be deemed to assume any liability towards any loss or damage arising out of or in relation to any opinion, advice, prescription, procedure, actual or alleged errors, omissions and representations provided or made by any doctors or any other personnel at any Healthcare Partner, other than those of Even Doctors.
- 1.18 We do not have a principal agent relationship, partnership, joint venture relationship or any similar arrangements with any of the Healthcare Partners or with Our Insurance Partner.
- 1.19 We reserve the right to revise the admission and renewal criteria and/or Membership Fees for the Even Plan, as well as the choice of Insurance Partner, per Our sole discretion. We will provide You with an advance notice of 30 days before implementing such a change. In such an event, You may be required to undergo additional tests recommended by an Even Doctor.
- 1.20 We reserve the right to update, modify or remove any specific Managed Care service or OPD service or IPD service or Healthcare Partner available to You, at Our discretion.
- 1.21 We cannot guarantee that Our services will be available in any language other than English. Support for other languages is provided on a best effort basis, as available from time to time.
- 1.22 All calls, SMS or instant messaging communications, and medical consultations (whether conducted in-person or over call/telemedicine) between You and Even or its



subsidiaries and representatives will be recorded for quality, training, and compliance purposes.

TELEMEDICINE TERMS AND CONDITIONS

- 1.23 Telemedicine involves the use of electronic communications to enable healthcare providers at different locations to share individual patient medical information for the purpose of improving patient care. Providers may include primary care practitioners, specialists, subspecialists, physiotherapists, dieticians, psychologists and healthcare providers. The information may be used for diagnosis, therapy, follow-up and/or education. The information may include any of the following:
- patient medical records;
 - medical images;
 - live two-way chat, audio and video;
 - output data from medical devices, audio and video files.
- 1.24 The electronic systems used will incorporate network and software security protocols to protect the confidentiality of patient identification and imaging data and will include measures to safeguard the data and to ensure its integrity against intentional or unintentional corruption.
- 1.25 Even Members book telemedicine consultations or video consultations (on their own or with the help of Even's support team) and join these willingly. The act of joining the consultation implies consent from the member. All video consultations (except those with psychologists) are recorded as per National Medical Commission and Ministry of Health and Family Welfare, Telemedicine guidelines.
- 1.26 You understand that the laws that protect privacy and the confidentiality of medical information also apply to telemedicine, and that no information obtained in the use of telemedicine which identifies you will be disclosed to researchers or other entities without your consent.
- 1.27 You understand that you have the right to withhold or withdraw your consent to the use of telemedicine in the course of your care at any time. If you continue to use the portal, then your consent is implied.
- 1.28 You understand that you have the right to ask for and review all information obtained and recorded in the course of a telemedicine interaction, and may receive copies of this information for a reasonable fee.
- 1.29 Your doctor will explain to you various treatment options available to you. You can make an informed decision along with your doctors, based on what suits you better.
- 1.30 You understand that telemedicine may involve electronic communication of your personal medical information to relevant medical practitioners who may be located in different parts of the world.



- 1.31 You understand that it is your duty to inform an Even physician/specialist/physiotherapist/dietician/psychologist/healthcare provider of electronic interactions regarding your care that you may have with other healthcare providers.
- 1.32 You understand that you may expect the anticipated benefits from the use of telemedicine in your care, but that no results can be guaranteed or assured.

MEMBERSHIP FEES

- 1.33 You are required to pay Your Membership Fees (which includes the relevant group insurance premium for Even Lite, Even Essential and Even Plus members) for Your Even Plan in advance. Details of the available payment schedules, prices, and payment options for any Even Plan are specified on even.in.
- 1.34 The duration of any Even Plan and cover under Our Insurance Partner's group insurance policy (for Even Lite, Even Essential and Even Plus) shall be limited to the period for which Membership Fees is received in advance, including by way of monthly instalments or otherwise.

CANCELLATION OF MEMBERSHIP

- 1.35 We will provide You a no-questions-asked refund of Your Even Plan in the first 15 days of your first subscription to Your Even Plan, including any Membership Fees paid towards Even Care and the group insurance under Even Lite, Even Essential and Even Plus. You may please review the terms and conditions of Your Even Plan and the Certificate(s) of Insurance, as applicable, during this period. If any Managed Care services are availed or insurance benefits claimed during this period (for Even Lite, Even Essential and Even Plus plans), there will be no refund of the respective component of Your Membership Fees.
- 1.36 Apart from the foregoing, You may, at any time, during the validity of the Even Plan, choose to opt-out of the Even Plan (and/or Our Insurance Partner's group insurance policy, for Even Lite, Even Essential and Even Plus plans) by intimating Us in writing. Consequently, We will cancel Your Even Plan (and/or insurance policy, for Even Lite, Even Essential and Even Plus) and provide a refund in the manner set out on your Even-issued Plan document (an overview can be found here: <https://even.in/files/Even-Plans-Overview.pdf>) and in accordance with Our Insurance Partner's terms and conditions.
- 1.37 If it is discovered that any information provided by You at the time of subscribing Even Plan or during the Even Plan was untrue, inaccurate, incomplete, suppressed or not disclosed (wilfully or otherwise) or in the event of any dishonest or fraudulent activity being discovered by Us or Our Insurance Partner then Your Even Plan and insurance cover may be cancelled, without refund. You shall extend all reasonable cooperation with Us or Our associates (including any third-parties involved in the investigation) in this regard. If you refuse to disclose information in Your possession or to cooperate with an investigation we will reserve the right to terminate your Membership without refund.
- 1.38 We reserve the right to cancel Your subscription to the Even Plan, and permanently suspend access to any Managed Care services with no refund of the Membership



Fees. However, Your group insurance cover(s) with Our Insurance Partner may continue to be active for the remainder of its term provided the terms and conditions of the insurance cover(s) have not been breached. Your Even Plan may be terminated without refund in the following cases:

- (a) if You are convicted under the Indian Penal Code as the perpetrator of a crime, during the tenure of Your Even membership.
 - (b) In case of persistent non-adherence with the treatment prescribed by any consulting doctor, where We find this may lead to long term impairment of Your health, or in case You refuse to carry out any medical tests or investigations that may be required by Us which may help Us establish the state of Your health.
 - (c) In case of verbal or physical abuse, harassment and/or threats towards any member of the Even staff, or any Even collaborators (including Our Healthcare, Insurance, and investigation Partners).
 - (d) In case of persistent misuse of our services, including but not limited to last minute cancellations, no-shows, booking excessive or unnecessary appointment slots.
- 1.39 Any failure to pay the Membership Fees on time will result in cancellation of Your Even Plan, after a grace period of 30 days. Until such payment of Your outstanding amount, no requests for access to any Managed Care services shall be accepted. If no payment is received within such a 30 day grace period, Your subscription will lapse and Your Even Plan shall be cancelled (alongside any group insurance policy issued by Our Insurance Partner).
- 1.40 On cancellation of Your membership by either Party, the validity of any login or access credentials for the Even App and Website for accessing any services related to the Even Plan also immediately stand cancelled.

CONFIDENTIALITY

- 1.41 We agree to keep all Your information confidential, subject to the terms of this Agreement. We shall not, without obtaining Your written consent, disclose such information, including any medical information, to any third parties except Healthcare Partners and Our Insurance Partner and for any purposes other than for Even's internal research and scientific assessment and those contemplated under this Agreement. This obligation shall not extend to any information that is already in the public domain or which We are under an obligation to disclose pursuant to the applicable law or orders of any court or governmental or regulatory body.
- 1.42 Our Insurance Partner and Healthcare Partners may use Your information, including Your medical information, for their clinical purposes, subject always to applicable law in force.

GENERAL TERMS & CONDITIONS

- 1.43 **Dispute Resolution:** This Agreement is subject to Indian law. The courts in Bengaluru shall have the exclusive jurisdiction over any disputes or differences arising under or in relation to this Agreement.



- 1.44 **Assignment:** You shall not assign any of its rights and obligations under this Agreement, except with Our prior written consent.
- 1.45 **Notices:** Any notice, request, demand, approval, consent, or other communication under this Agreement shall be delivered in writing.
- 1.46 **Force Majeure:** Notwithstanding anything to the contrary in this Agreement, We or Our Healthcare Partners shall not be liable by reason of any failure or delay in the performance of any duties and obligations under this Agreement if such failure or delay is caused by natural disasters, strikes, lock-outs, embargoes, war, riots, civil commotion, any orders of governmental, quasi-governmental or local authorities, or any other similar cause beyond Our control and without any fault or negligence of Our own.
- 1.47 We shall inform You and keep You updated in the event of any changes to Your Even Plan, Our operations, or any other changes relevant to Your subscription of the Even Plan. All up to date information about Our services can be accessed on the Even App and Our website at [even.in](https://www.even.in).

DECLARATIONS

I hereby understand and agree that by consenting to purchase this Even Plan, I have read and understood the contents of this Agreement, and freely provide the declarations below:

- 1.48 All the information and declarations provided to Even Healthcare Private Limited are true, accurate and complete to the best of my knowledge and information, and that I have read the terms of this Agreement and agree to be bound by them.
- 1.49 By opting for the Even Plan membership, I freely consent to Even Healthcare Private Limited seeking and the relevant hospital or such similar provider, establishment, or clinic (who at any time has attended to me in the past or present concerning anything which affects my physical and mental health) providing Even with my medical information and records for the purpose of reviewing my eligibility to the Even Plan and the provision of any services thereunder.
- 1.50 I grant Even Healthcare Private Limited permission to verify my identity through my Aadhaar number and other Government issued identification and obtain access to my credit score from any credit information company, in accordance with applicable law.
- 1.51 I authorise Even Healthcare Private Limited to process, use, store, disclose and transfer any information, including medical information, as is made available by me or the relevant hospital or such similar provider, establishment, or clinic, for the sole purpose of providing and improving its services, fulfilling its contractual obligations to me, billing, conducting background screening, investigations, claims assistance for my insurance, and carrying out any other activity related or incidental thereto, subject always to the requirements under the Information Technology Act 2000 or any other applicable law in force.
- 1.52 By opting for the Even Plan membership, I hereby give my informed consent for the use of telemedicine in my medical care. I confirm that I have read and understood the information provided above regarding telemedicine. I hereby authorise physicians/specialists/physiotherapists/dieticians/psychologists/healthcare providers



at Even Healthcare Private Limited to use telemedicine in the course of my diagnosis and treatment.

Even Healthcare Private Limited

END OF DOCUMENT