

TERMS AND CONDITIONS

AMA Global Providers Network

Version 1: August 02, 2023

1. Scope of Terms and Conditions

The following terms and conditions (“Terms and Conditions”) shall apply to AMA Global Providers Network.

We DO NOT provide medical diagnosis.

The Services are not intended to be used to identify any kind of emergencies. If at any time You are concerned about Your care or treatment, or You believe or suspect or someone else advises You that You have a serious or life-threatening condition or condition that needs immediate medical attention by qualified doctor/medical practitioner, please contact a qualified healthcare professional immediately. Please avail immediate professional medical attention in medical emergencies or critical care situations and not attempt to use the services to access healthcare providers.

THE SERVICES CANNOT AND ARE NOT DESIGNED, INTENDED, OR APPROPRIATE TO REPLACE OR SUBSTANTIVELY IMPACT YOUR DOCTOR-PATIENT RELATIONSHIP WITH OTHER YOUR DOCTOR/MEDICAL PRACTITIONER TO ADDRESS SERIOUS, EMERGENT, OR LIFE-THREATENING MEDICAL CONDITIONS AND SHOULD NOT BE USED IN THOSE CIRCUMSTANCES.

Any medical advice provided by a provider and/or clinician using information from the Services is based on the personal health data You provide. If You do not provide complete and accurate personal health information, the medical advice You receive may not be accurate or appropriate. The Services and/or any data derived from the Services are in no way intended to replace the independent clinical judgment of a qualified healthcare professional.

2. Third parties and third-party sites

In the course of using the services, you may be redirected to third-party websites and third-party services. We have no influence or control the content or services of such third-parties and we shall not be held liable for the services or content of information or websites linked. We may not be held liable for any financial or physical damages that you may incur as a result of, or in connection with, the use of such websites, resources or services.

3. Description of the Services

- Search Hospital
- Country Risk Info
- File a Claim

4. Confidentiality, Data Security and Privacy:

We take the protection of your privacy and personal data (hereinafter referred to as “Personal Data”) very seriously and treat them strictly confidentially in accordance with the statutory data protection regulations and this data protection guideline.

We shall establish and maintain all the reasonable electronic and physical safeguards against unauthorized access, destruction, loss, accidental or unauthorized deletion, disclosure or alteration of any personal data or confidential information under applicable data privacy regulations.

While we shall maintain reasonable standards of data security and safeguards, we shall not be held liable for any data breach or leakage occurred due to the circumstances beyond our control or anything which is not intentional or negligent. We shall not be responsible for the issues on the part of the manufacturers/providers of the servers and third-parties outside our control.

5. Limitation of Liability and Warranty:

We are not liable for any damages or injury caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction or unauthorized access to, alteration of, or use of information, whether for breach of contract, tortious behaviour, negligence, or under any other cause of action.

While every effort has been made to ensure accuracy and correctness of data from time to time, the status, contact information and other details of providers may change which may not be updated on the portal and we shall not be liable for the same.

6. General Terms:

i. Force Majeure

We shall not be liable for any loss or damage caused to the Member/User as a result of delay or default or deficiency or failure in the Services as a result of any natural disasters, fire, riots, pandemics, civil disturbances, actions or decrees of governmental bodies, communication line failures (which are not caused due to the fault of AMA or the Third Party Service Providers), or any other delay or default or deficiency or failure which arises from causes beyond AMA’s reasonable control. In any such event arising, we shall immediately give notice to the Member/User of the facts which constitute such event.

ii. Changes to these Terms and Conditions

We have the right to amend, adapt or supplement the present Terms and Conditions from time to time. The current and upgraded version of the Terms and Conditions can be found on <https://apn.amaglobalassistance.com/tunelp/> from time to time.

If you do not agree to any or all of the changes made by us to these Terms and Conditions, you may cease using the services with immediate effect.

iii. Assignment

These Terms and Conditions are personal to you, and are not assignable, transferable, or sub-licensable by you. We may assign, transfer, or delegate any of our rights and obligations hereunder without your consent.

iv. Amendments

We reserve the right in our sole discretion to amend, amend, adapt or supplement the Terms and Conditions which shall be available on our portal as and when updated.

v. Governing Law

Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally construed and governed by the substantive laws of India which shall be submitted to the competent court in New Delhi, India to resolve the dispute, if any, amicably.

vi. Geographic Scope of Services

The services provided by AMA under these assistance services are rendered on a worldwide basis. AMA shall be under no obligation to provide the services to Member, who in the sole opinion of AMA is located in areas that represent conditions in which providing the services is impossible, reasonably impractical or unsafe, including without limitation geographical remoteness, war (whether declared or undeclared), civil or other hostilities or political unrest.

7. Contact Information:

For all the service request or if you have any questions concerning these terms and conditions, the Services, or anything related to any of the foregoing, we can be reached at the following email address: mta.tp@amaglobalassistance.com.

8. Grievance Redressal, Complaints and Feedback:

We strive to provide the best service to all our customers. Should you however, come across any areas we can improve on, we would like to hear about it from you.

For Feedback, Complaints and Grievances, please email us at: mta.tp@amaglobalassistance.com.