



THE NEW INDIA ASSURANCE CO. LTD,

Regd. & Head Office: 87, M.G. Road, Fort, Mumbai – 400 001

Issuing Office

Rashtriya Swasthya Bima Yojana

IRDA/NL-HLT/NIA/P-H/V.I/341/13-14

Whereas, the Insured, designated in the Schedule hereto has by a proposal and declaration dated as stated in the Schedule which shall be the basis of this contract and is deemed to be incorporated herein, has applied to NEW INDIA ASSURANCE COMPANY LTD. (herein after called the Company) for the insurance hereinafter set forth in respect of BPL families (including their eligible family members) named in the Schedule hereto (hereinafter called the Insured Person) and has paid premium as consideration for such insurance.

1.0 HOSPITALIZATION EXPENSES

- a) Subject to the terms, conditions, exclusions and definitions contained herein or endorsed or otherwise expressed hereon, the Company undertakes that if during the period stated in the Schedule any Insured Person shall contract any disease or suffer from any illness including pre-existing disease or sustain any injury and if such Illness or Injury shall require any such insured person upon the advice of a duly qualified Physician/Medical Specialist/Medical Practitioner or of a duly qualified Surgeon to incur Hospitalization Expenses for Medical/Surgical treatment at Hospital in India as an inpatient the Company will pay through TPA /Intermediary to the Hospital or Insured person the amount of such expenses subject to limits as are reasonably and necessarily incurred in respect thereof by or on behalf of such Insured Person but not exceeding the Sum Insured for that person/ family (all claims in aggregate) in one period of Insurance stated in the schedule hereto.
- b) In the event of any claim becoming admissible under this scheme, the company will pay directly and or through TPA to the empanelled Hospital or insured person the amount of such expenses as would admissible under the policy and as are reasonably and necessarily incurred thereof by or on behalf of such insured person. The Company's liability in respect of all claims admitted during the period of Insurance shall not exceed the Sum Insured of Rs.30,000/- per person or family as mentioned in the Schedule.
- c) The Expenses shall be paid/reimbursed to the Hospital/Insured person as per the package cost as approved under the Scheme and as accepted by the empanelled Hospital. The package rate will include Bed charges (General Ward), Nursing & Boarding Charges, Surgeons, Anesthetists, Medical Practitioner, Consultants Fees, Anesthesia, Blood Oxygen, OT Charges, Cost of Surgical Appliances, Medicines and Drugs, Cost of Prosthetic Devices, Implants, X-Ray and Diagnostic Test, Food to the Patient etc. The expenses incurred for

diagnostic tests and medicines upto one day before the admission of the patient and cost of diagnostic test and medicine upto five days of the discharge from the Hospital for the same ailment/surgery and transport expenses will also be the part of the package. The package would cover the entire cost of treatment of the patient from the date of reporting to his discharge from Hospital and five days after discharge and any complication while in Hospital including the transportation expenses on actual basis subject to maximum of Rs.100/- per visit with an annual ceiling of Rs.1000/-.

- d) Pre and post hospitalization up to 1 day prior to hospitalization and up to 5days from the date of discharge from the hospital shall be part of the package rates.

2.0 CASHLESS ACCESS SERVICE

- a) The Company shall ensure to provide **Cashless Access Service** through the empanelled Hospital/Health Service provider who shall maintain machine, which can read the Smart Card to provide Cashless Service to the insured person. Once the identity of the beneficiary or his family member is established by swiping the Smart Card, the patient will be admitted for covered procedure and package for which pre-agreed intervention is available subject to adequate balance in the account of the insured person. However incase no package is fixed, the request for hospitalization shall required to be forwarded by the Provider after obtaining due details from the treating doctor for seeking the authorization, the Company will forward the authorization/denial of authorization within six hours of admission in case of Emergency or within seven days prior to the expected date of admission, incase of Planned Admission.
- b) **Authorization Letter (AL)** will mention the amount as granted as a Package Rate for such procedure for which package has not been fixed earlier and the Provider will charge accordingly on receipt of Authorization Letter (AL) from the Company.
- c) Incase the ailment is not covered or given medical data is not sufficient for the Company to confirm the eligibility; the Company will deny the authorization.
- d) Incase the sum available is considerably less than the package as decided, the Service Provider should follow their norms of deposit/running bills etc. However, the Provider shall only charge the balance amount against the package from the Insured person.

The Company will not be liable for payments incase the information provided in the **Request for Authorization Letter (RAL)** and the subsequent documents during the course of authorization are found incorrect or not disclosed.

3.0 DEFINITIONS:

- 3.1 ACCIDENT:** An accident is a sudden, unforeseen and involuntary event caused by external, visible and violent means.
- 3.2 ANY ONE ILLNESS** means continuous Period of illness and it includes relapse within 45 days from the date of last consultation with the Hospital/Nursing Home where treatment may have been taken.
- 3.3 CANCELLATION:** Cancellation defines the terms on which the policy contract can be terminated either by the insurer or the insured by giving sufficient notice to other which is not lower than a period of fifteen days. The terms of cancellation may differ from

insurer to insurer.

3.4 CASHLESS FACILITY means a facility extended by the insurer to the insured where the payments, of the costs of treatment undergone by the insured in accordance with the policy terms and conditions, are directly made to the network provider by the insurer to the extent pre-authorization approved.

3.5 DAY CARE CENTRE: A Day Care Centre means any institution established for Day Care treatment of Illness and or Injuries or a medical setup within a Hospital and which has been registered with the local authorities, wherever applicable, and is under supervision of a registered and qualified Medical Practitioner AND must comply with all minimum criteria as under:

- 1) has qualified nursing staff under its employment;
- 2) has qualified Medical Practitioner/s in charge;
- 3) Has a fully equipped operation theatre of its own where Surgical Operation are carried out;
- 4) Maintains a daily record of patients and will make these accessible to the insurance company's authorized personnel.

3.6 DAY CARE TREATMENT: Day care treatment refers to medical treatment, and/or Surgical Operation which is:

- Undertaken under General or Local Anesthesia in a Hospital/Day Care Centre in less than 24 hours because of technological advancement, and
- Which would have otherwise required a hospitalization of more than 24 hours.

Treatment normally taken on an out-patient basis is not included in the scope of this definition.

3.7 DENTAL TREATMENT: Dental treatment is treatment carried out by a dental practitioner including examinations, fillings (where appropriate), crowns, extractions and surgery excluding any form of cosmetic surgery/implants.

3.8 HOSPITAL: A hospital means any institution established for Inpatient Care and Day Care treatment of Illness and / or Injuries and which has been registered as a Hospital with the local authorities under the Clinical Establishment (Registration and Regulation) Act, 2010 or under the enactments specified under the schedule of Section 56(1) of the said act OR complies with all minimum criteria as under:

- has at least 10 inpatient beds, in those towns having a population of less than 10,00,000 and 15 inpatient beds in all other places;
- has qualified nursing staff under its employment round the clock;
- has qualified medical practitioner (s) in charge round the clock;
- has a fully equipped operation theatre of its own where surgical procedures are carried out
- maintains daily records of patients and will make these accessible to the Insurance company's authorized personnel.

3.9 ID CARD means the identity card issued to the Insured person by the TPA to avail cashless facility in network hospitals.

- 3.10 ILLNESS:** Illness means a sickness or a disease or pathological condition leading to the impairment of normal physiological function which manifests itself during the Policy Period and requires medical treatment.
- 3.11 INJURY:** Injury means accidental physical bodily harm excluding Illness or disease solely and directly caused by external, violent and visible and evident means which is verified and certified by a Medical Practitioner.
- 3.12 INPATIENT CARE:** Inpatient Care means treatment for which the insured person has to stay in a Hospital for more than 24 hours for a covered event.
- 3.13 INSURED PERSON** means You and each of the others who are covered under this Policy as shown in the Schedule.
- 3.14 MEDICAL ADVICE:** Any consultation or advice from a Medical Practitioner including the issue of any prescription or repeat prescription.
- 3.15 MEDICAL EXPENSES:** Medical Expenses means those expenses that an Insured Person has necessarily and actually incurred for medical treatment on account of Illness or Injury on the advice of a Medical Practitioner, as long as these are no more than would have been payable if the Insured Person had not been insured and no more than other Hospitals or doctors in the same locality would have charged for the same medical treatment.
- 3.16 MEDICALLY NECESSARY** treatment is defined as any treatment, tests, medication, or stay in Hospital or part of a stay in Hospital which
- is required for the medical management of the Illness or Injury suffered by the insured;
 - must not exceed the level of care necessary to provide safe, adequate and appropriate medical care in scope, duration, or intensity;
 - must have been prescribed by a Medical Practitioner;
 - must conform to the professional standards widely accepted in international medical practice or by the medical community in India.
- 3.17 MEDICAL PRACTITIONER** is a person who holds a valid registration from the medical council of any state or Medical council of India or Council for Indian Medicine or for Homeopathy set up by the Government of India or a state Government and is thereby entitled to practice medicine within its jurisdiction; and is acting within the scope and jurisdiction of his license.
- Note:** The Medical Practitioner should not be the insured or close family members.
- 3.18 OPD TREATMENT:** OPD treatment is one in which the Insured visits a clinic / Hospital or associated facility like a consultation room for diagnosis and treatment based on the advice of a Medical Practitioner. The Insured is not admitted as a Day Care or Inpatient.
- 3.19 PERIOD OF INSURANCE** means the period for which this Policy is taken as specified in the Schedule.
- 3.20 PRE-HOSPITALISATION MEDICAL EXPENSES** mean Medical Expenses incurred immediately before the Insured Person is Hospitalised, provided that:

- i. Such Medical Expenses are incurred for the same condition for which the Insured Person's Hospitalization was required, and

ii. The Inpatient Hospitalization claim for such Hospitalization is admissible by the Insurance Company.

3.21 POST-HOSPITALISATION MEDICAL EXPENSES mean Medical Expenses incurred immediately after the Insured Person is discharged from the Hospital provided that:

- i. Such Medical Expenses are incurred for the same condition for which the Insured Person's Hospitalization was required, and
- ii. The Inpatient Hospitalization claim for such Hospitalization is admissible by the Insurance Company.

3.22 QUALIFIED NURSE: Qualified nurse is a person who holds a valid registration from the Nursing Council of India or the Nursing Council of any state in India.

3.23 REASONABLE AND CUSTOMARY CHARGES: Reasonable charges means the charges for services or supplies, which are the standard charges for the specific provider and consistent with the prevailing charges in the geographical area for identical or similar services, taking into account the nature of the Illness / Injury involved .

3.24 SUM INSURED is the maximum amount of coverage opted for each Insured Person and shown in the Schedule.

3.25 SURGERY means manual and / or operative procedure (s) required for treatment of an Illness or Injury, correction of deformities and defects, diagnosis and cure of diseases, relief of suffering or prolongation of life, performed in a Hospital or Day Care Centre by a Medical Practitioner.

3.26 TPA: Third Party Administrators or TPA means any person who is licensed under the IRDA (Third Party Administrators - Health Services) Regulations, 2001 by the Authority, and is engaged, for a fee or remuneration by an insurance company, for the purposes of providing health services.

3.27 UNPROVEN/EXPERIMENTAL TREATMENT: Treatment including drug experimental therapy, which is not based on established medical practice in India, is treatment experimental or unproven.

4.0 EXCLUSIONS:

The Company shall not be liable to make any payment under this Policy in respect of any expenses whatsoever incurred by any Insured Person in connection with or in respect of :

1	Conditions that do not require hospitalization
2	Congenital external diseases
3	Drug and Alcohol Induced illness
4	Sterilization and Fertility related procedures
5	Vaccination & Inoculation
6	HIV/AIDS
7	Suicide
8	War, Nuclear invasion
9	No treatment other than Allopathic system of medicine is covered

In addition to the above the following exclusions will also apply:

- 4.1 Circumcision, cosmetic or aesthetic treatment, plastic surgery unless required to treat injury or illness.
- 4.2 Cost of braces, equipment or external prosthetic devices, non-durable implants, eyeglasses, Cost of spectacles and contact lenses, hearing aids including cochlear implants, durable medical equipments.
- 4.3 All types of Dental treatments except arising out of an accident.
- 4.4 Convalescence, general debility, 'Run-down' condition or rest cure, obesity treatment and its complications, congenital external disease/defects or anomalies, treatment relating to all psychiatric and psychosomatic disorders, infertility, sterility, use of intoxicating drugs/alcohol, use of tobacco leading to cancer.
- 4.5 Bodily injury or sickness due to willful or deliberate exposure to danger (except in an attempt to save human life), intentional self-inflicted injury, , attempted suicide, arising out of non-adherence to medical advice.
- 4.6 Treatment of any Bodily injury sustained whilst or as a result of active participation in any hazardous sports of any kind.
- 4.7 Treatment of any bodily injury sustained whilst or as a result of participating in any criminal act.
- 4.8 Sexually transmitted diseases, any condition directly or indirectly caused due to or associated with Human T-Cell Lymphotropic Virus Type III (HTLB-III) or lymphotrophy Associated Virus (LAV) or the Mutants Derivative or Variation Deficiency syndrome or any syndrome or condition of a similar kind commonly referred to as AIDS.
- 4.9 Diagnosis, X-Ray or Laboratory examination not consistent with or incidental to the diagnosis of positive existence and treatment of any ailment, sickness or injury, for which confinement is required at a Hospital/Nursing Home.
- 4.10 Vitamins and tonics unless forming part of treatment for injury or disease as certified by the attending physician.
- 4.11 Maternity Expenses except abdominal operation for extra uterine pregnancy (Ectopic Pregnancy), which is proved by submission of ultra Sonographic Report and Certification by Gynecologist that it is life threatening.
- 4.12 Naturopathy Treatment.
- 4.13 Instrument used in treatment of Sleep Apnea Syndrome (C.P.A.P.) and continuous Peritoneal Ambulatory dialysis (C.P.A.D.) and Oxygen Concentrator for Bronchial Asthmatic condition.
- 4.14 Genetic disorders and stem cell implantation / surgery.
- 4.15 Domiciliary Hospitalization.
- 4.16 Treatment taken outside India.
- 4.17 Experimental Treatment, Unproven treatment.

- 4.18** Change of treatment from one system to another unless recommended by the consultant / hospital under whom the treatment is taken.
- 4.19** Service charges or any other charges levied by hospital, except registration/admission charges.

5.0 GENERAL CONDITIONS:

- a) The claim under the Scheme is processed software driven and paperless and cashless. No sooner beneficiary approaches the empanelled hospital, he / she has to bring forward the appropriate RSBY card. Before actual admission the card is punched in the card reader kept at the empanelled hospital level and figure print of the beneficiary is matched with the record that is in the server of TPA / Insurer / SNA which can be accessed by the empanelled hospital through Internet. Thereafter intimation of hospitalization goes to the TPA / Insurer. In turn cashless for the treatment under reference has to be agreed / disagreed by the TPA / Insurer immediately. The decision about cashless request being accepted or denied is based on the preliminary observation by the empanelled hospital and the policy terms / package available with the TPA / Insurer. This is construed as an intimation of claim.
- b) Since the Scheme runs on paperless basis hence while releasing the patient after due treatment, again the particular RSBY card of the beneficiary has to re-punch after uploading the claim documents in the system which goes automatically to the Server kept with the TPA / Insurer. It may also be noted pre-hospitalization expense is included in the package for the treatment. To take care of post-hospitalization expenses the hospital concern has to provide the post-operative medicines within the package while releasing the patient as IPD case.
- c) Any Medical Practitioner authorized by the TPA/Company shall be allowed to examine the Insured person/records of the hospital in case of any alleged injury or disease requiring hospitalization when and so often as the same may reasonably be required on behalf of the TPA/Company.
- d) The Company shall not be liable to make any payment under this policy in respect of any claim :
- i. If the Policy has been obtained by misrepresentation of material facts,
 - ii. If such claim be in any manner be fraudulent or supported by any fraudulent means or device whether by the Insured Person or by any other person acting on his behalf.
- e) The Insured may at any time cancel this policy and in such event the Company shall allow refund of premium at Company's Short period rate only except Smart Card charges (table given here below) provided no claim has occurred up to the date of cancellation.

Period of risk	Rate of premium to be charged
Up to 1month	1/4 of the annual rate
Up to 3 months	1/2 of the annual rate
Up to 6 months	3/4 of the annual rate
Exceeding 6 months	Full annual rate

- f) If any dispute or difference shall arise as to the quantum to be paid under the Policy, (liability being otherwise admitted) such difference shall independently of all other questions, be referred to the decision of a sole arbitrator to be appointed in writing by the parties here to or if they can not agree upon a single arbitrator within 30 days of any party invoking arbitration, the same shall be referred to a panel of three arbitrators, comprising of two arbitrators, one to be appointed by each of the parties to the dispute/difference and the third arbitrator to be appointed by such two arbitrators and arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

It is clearly agreed and understood that no difference or dispute shall be referable to arbitration as herein before provided, if the Company has disputed or not accepted liability under or in respect of this Policy.

It is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this Policy that award by such arbitrator/arbitrators of the amount of the loss or damage shall be first obtained.

- g) The TPA/Company shall disclaim liability to the Insured for any claim hereunder and if the Insured shall not within 12 calendar months from the date of receipt of the notice of such disclaimer notify the Company in writing that he does not accept such disclaimer and intends to recover his claim from the Company, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.
- h) All medical surgical treatments under this policy shall have to be taken in India and admissible claims thereof shall be payable in Indian currency.

6.0 PAYMENT OF PREMIUM

The Company hereby agrees to collect the premium in installments as provided in the Insurance Act of 1938 including the cost of Smart Card and Service Tax from the concerned government as per the following manner:

- a) To collect the Registration fee of Rs. 30/- from the beneficiary at the time of enrollment under the Scheme/Policy.
- b) To collect the first installment from the State Nodal Agency in nature of 25% of Agreed Annual Premium minus Rs.30/-(Registration Charges)
- c) To collect Second and final installment of premium to the extent of 75% of the Agreed premium plus Rs.60 towards the cost of Smart Card from the Central Government through the State Nodal Agency.

In witness where of the undersigned being duly authorized by the company on behalf of the company has hereunto set his hand at onday of200.....

For The New India Assurance Company Limited

Authorized Signatory



THE NEW INDIA ASSURANCE CO. LTD,

Regd. & Head Office: 87, M.G. Road, Fort, Mumbai – 400 001

SCHEDULE

POLICY ISSUING OFFICE

POLICY NO.:

Name of the Insured:

Address : _____

PIN _____

Floater Sum Insured: Rs. 30,000/-

TOTAL PREMIUM: Rs

Period of Insurance: From _____ **To** _____

DETAILS OF THE BPL FAMILY:

Name of Insured Person	Age	Sex	Relationship with the head of the family	BPL Card No./details
1.				
2.				
3.				
4.				
5.				
6.				
7.				

Name and Address of TPA

Telephone Number:

Name of the Nominee:

Proposal and Declared Dated

IN WITNESS WHEREOF, the undersigned being duly authorized has hereunto set his/her hand atthis.....day of.....20

For NEW INDIA ASSURANCE CO. LTD.

Duly Constituted Attorney