



THE ORIENTAL INSURANCE COMPANY LIMITED

Regd. Office: Oriental House, P.B. No. 7037] A-25/27, Asaf Ali Road, New Delhi

Issuing Office

Rashtriya Swasthya Bima Yojana

UIN: IRDA/NL-HLT/OIC/P-H/V.I/24/14-15

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 ORIENTAL INSURANCE 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. 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 (herein after called DISEASE) including pre-existing disease or sustain any bodily injury through accident (hereinafter called INJURY) and if such disease or injury shall require any such insured person upon the advice of a duly qualified Physician/Medical Specialist/Medical Practitioner (hereinafter called MEDICAL PRACTITIONER) or of a duly qualified Surgeon (hereinafter called SURGEON) to incur Hospitalization Expenses for Medical/Surgical treatment at any Nursing Home/Hospital in India as herein defined (hereinafter called HOSPITAL) as an inpatient the Company will pay through TPA /Intermediary to the Hospital / Nursing Home 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/ Nursing Home 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. **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. **DEFINITIONS :**

- 3.1 HOSPITALS/NURSING HOME** means any institution in the State established for indoor medical care and treatment of disease and injuries (both in Private and Government Sector) and which either should be hospital / nursing home run by Government including ESI hospitals fulfilling relevant requirements of the Scheme:

All Government hospitals (including Community Health Centers) and ESI hospitals should possess the facilities of Telephone/Fax, 64KBPS connectivity and machine to read and manage smart card transactions.

The criteria for private hospitals and health facilities would be as follows:

- a. At least 10 inpatient medical beds for primary inpatient health care. The requirement of minimum number of beds can be reduced based on available infrastructure in rural areas.
- b. Fully equipped and engaged in providing Medical and or Surgical facilities. The facility should have an operational pharmacy and diagnostic services, or should be able to link with the same so as to provide cash less service to the patient. The diagnostic service should include testing of clinical specimens, X-rays and ECG etc.
- c. Hospital/Nursing Home undertaking surgical operations should have a fully equipped Operating Theatre of its own.
- d. Fully qualified doctors and nursing staff under its employment round the clock.
- e. Maintaining of necessary records as required and providing necessary records of the insured patient to the Insurer or his representative/Government/Nodal Agency as and when required.
- f. Registration with Income Tax Department.
- g. Telephone/Fax, 64KBPS connectivity and machine to read and manage smart card transactions.
- h. The Hospital should agree to the cost of packages for each identified intervention/ procedures as approved under the scheme. These package rates will include Bed charges (General Ward), Nursing and Boarding charges, Surgeons, Anesthetists, Medical Practitioner, Consultants fees, Anesthesia, Blood, Oxygen, O.T. Charges, Cost of Surgical Appliances, Medicines and Drugs, Cost of Prosthetic Devices, implants, X-Ray and Diagnostic Tests, Food to patient etc. Expenses incurred for diagnostic test and

medicines up to 1 day before the admission of the patient and cost of diagnostic test and medicine up to 5 days of the discharge from the hospital for the same ailment / surgery and transport expenses will also be the part of package. The package should cover the entire cost of treatment of the patient from date of reporting to his discharge from hospital and 5 days after discharge and any complication while in hospital, making the transaction truly cashless to the patient.

And

The Hospital should preferably be in a position to provide following additional benefits to the BPL beneficiaries related to identified systems:

- a) Free OPD consultation.
- b) Substantial discounts on diagnostic tests and medical treatment required for beneficiaries.

The term, 'Hospital/Nursing Home', shall not include an establishment which is a place of rest, a place for the aged, a place for drug addiction or place of alcoholics, a hotel or a similar place.

3.2 Surgical Operation 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.

3.3 Expenses of Hospitalisation for minimum period of 24 hours are admissible. However this time limit is not applied to specific treatments i.e. Dialysis, Chemotherapy, Radiotherapy, Eye Surgery, Lithotripsy (Kidney Stone removal), D & C, Tonsillectomy taken in the Hospital/Nursing Home and the Insured is discharged on the same day. The treatment will be considered under Hospitalisation Benefit. This condition will also not apply in case of stay in Hospital of less than 24 hours provided

- The treatment is such that it necessitates hospitalization and the procedure involves specialized infrastructural facilities available in hospitals.
- Due to technological advances hospitalization is required for less than 24 hours only.

3.4 Hospitalisation means admission in a Hospital for a minimum period of 24 consecutive hours except for specified procedures/ treatments, where such admission could be for a period of less than 24 consecutive hours.

3.5 An accident is a sudden, unforeseen and involuntary event caused by external, visible and violent means.

3.6 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.

3.7 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 Intensive care unit means an identified section, ward or wing of a hospital which is under the constant supervision of a dedicated medical practitioner(s), and which is specially equipped for the continuous monitoring and treatment of patients who are in a critical condition, or require life support facilities and where the level of care and supervision is considerably

3.9 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 Homeopathy set up by Government of India or State Government and is thereby entitled to practice medicine within its jurisdiction: and is acting within the scope and jurisdiction of license.

3.10 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

3.11 TPA means a Third Party Administrator who is licensed by the Insurance Regulatory and Development Authority, and is engaged, for a fee or remuneration, by whatever name called as may be specified in the agreement with the company, for the provision of health services.

3.12 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.

- 3.13 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.
- 3.14 Medical Advice means** any consultation or advice from a Medical Practitioner including the issue of any prescription or repeat prescription.
- 3.15 Medical expenses means** those expenses that an Insured Person has necessarily and actually incurred for medical treatment on account of Illness or Accident 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 Network Provider means** hospitals or health care providers enlisted by an insurer or by a TPA and insurer together to provide medical services to an insured on payment by a cashless facility.
- 3.17 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.
- 3.18 Unproven/experimental treatment** means treatment including drug experimental therapy which is not based on established medical practice in India, is treatment experimental or unproven.
- 3.19 Intensive care unit** means an identified section, ward or wing of a hospital which is under the constant supervision of a dedicated medical practitioner(s), and which is specially equipped for the continuous monitoring and treatment of patients who are in a critical condition, or require life support facilities and where the level of care and supervision is considerably more sophisticated and intensive than in the ordinary and other words.
- 3.20 Inpatient care** means treatment for which the insured person has to stay in a *hospital* for more than 24 hours for a covered event.
- 3.21 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 local authorities, where applicable and is under the supervision of a registered and qualified medical practitioner AND must comply with all minimum criteria as under:
- a. Has qualified nursing staff under its employment;
 - b. Has qualified medical practitioner/s in charge;
 - c. Has a fully equipped operation theatre of its own where surgical procedures are carried out;
 - d. Maintains daily record of patients and will make these accessible to the insurance company's authorized personnel.
- 3.22 Day Care Treatment** - In view of the advancement in technology, more procedures can be performed in day care with same care as is done during hospitalization. The time limit will not apply to the following specific treatments taken in the Network Hospital/Nursing Home where the insured is discharged on the same day. Such treatment will be considered to be taken under Hospitalization Benefit:
1. Haemo Dialysis
 2. Parenteral Chemotherapy
 3. Radiotherapy
 4. Eye Surgery
 5. Lithotripsy (kidney stone removal)
 6. Tonsillectomy
 7. D&C
 8. Dental surgery following an accident
 9. Hysterectomy
 10. Surgery of Hernia

11. Surgery of Hydrocele
12. Surgery of Prostate
13. Gastrointestinal Surgery
14. Genital Surgery
15. Surgery of Nose
16. Surgery of Throat
17. Surgery of Ear
18. Surgery of Appendix
19. Surgery of Urinary System
20. Treatment of fractures/dislocation (excluding hair line fracture), contracture releases and minor reconstructive procedures of limbs which otherwise require hospitalization.
21. Laparoscopic therapeutic surgeries.
22. Any surgery under General Anaesthesia.
23. Or any such disease/procedure agreed by TPA/Company before treatment.

4. 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
- 6 HIV/AIDS
- 7 Suicide
- 8 War, Nuclear invasion
- 9 Naturopathy, Unani, Siddha, Ayurveda treatment

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

- a) Treatment arising from or traceable to pregnancy, childbirth, miscarriage, abortion or complications of any of these including caesarean section.
- b) Circumcision unless necessary for treatment or a disease not excluded hereunder or as may be necessitated due to an accident, vaccination or inoculation or change of life or cosmetic or aesthetic treatment of any description, plastic surgery other than as may be necessitated due to accident or as part of any illness.
- c) The cost of spectacles, contact lenses and hearing aids.
- d) Any Dental treatment or surgery which is a corrective, cosmetic or aesthetic procedure, including wear and tear, unless arising from disease or injury and which requires hospitalization for treatment.
- e) Convalescence general debility 'Run Down' condition or rest cure, congenital external disease or defects or anomalies, sterility, venereal disease, intentional self-injury and use of intoxicating drugs / alcohol.
- f) Charges incurred at Hospital or Nursing Home primarily for diagnostic, X-Ray or laboratory examinations or other diagnostic studies not consistent with or incidental to the diagnosis and treatment of the positive existence of presence of any ailment, sickness or injury for which confinement is required at a Hospital/Nursing Home.
- g) Expenses on vitamins and tonics unless forming part of treatment for injury or disease as certified by the attending physician.

5. GENERAL CONDITIONS:

- a. Every notice of communication to be given or made under this policy shall be delivered in writing at the address of the Insurer and/or TPA office as shown in the Schedule.
- b. Upon the happening of any event, which may give rise to a claim under this policy notice with full particulars shall be sent to the designated office of Insurer and/or TPA named in the Schedule immediately and in case of emergency within 24 hours of Hospitalization.
- c. All supporting documents relating to the claim must be filed with the designated office of Insurer and/or TPA and/or empanelled Hospital within 7 days from the date of discharge from the hospital.

NOTE: Waiver of this condition may be considered in extreme cases of hardship where it is proved to the satisfaction of the TPA/Company that under the circumstances which the Insured was placed it was not possible for him or any other person to give such notice or file claim within the prescribed time limit.

- d. The Insured person shall obtain and furnish the designated office of Insurer and/or TPA and/or empanelled Hospital with all original bills, receipts and other documents upon which a claim is based and shall also give such additional information and assistance as the TPA/Company/Hospital may require in dealing with the Claim.
- e. 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.
- f. 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.
- g. If at the time when any claim arises under this policy there is in existence any other insurance (other than Cancer Insurance policy in collaboration with Indian Cancer Society) whether it be effected by or on behalf of any insured person in respect of whom the claim may have arisen covering the same loss, liability, compensation, costs or expenses the Company shall not be liable to pay or contribute more than its ratable proportion of any loss, liability, compensation, costs or expenses. The benefits under this policy shall be in excess of the benefits available under the Cancer Insurance Policy.
- h. The Policy may be renewed by mutual consent. The Company shall not however be bound to give notice that it is due for renewal and the Company may at any time cancel this policy by sending the Insured 30 (thirty) days notice by Registered Letter at Insured's last known address and in such event the Company shall refund to the Insured a pro-rata premium for unexpired period of Insurance The Company shall, however, remain liable for any claim which arise prior to the date of cancellation.
- i. 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 other 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

- j. 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.

- k. 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.
- l. 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. **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 atonday of200.....

For The Oriental Insurance Company Limited

Authorised Signatory