



National Insurance Company Limited

Regd. Office 3, Middleton Street, Post Box 9229, Kolkata 700 071
CIN - U10200WB1906GOI001713 IRDA Regn. No. - 58

Rashtriya Swasthya Bima Yojana Policy

Recital clause

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 National Insurance Company Ltd. (herein after called the Company) for the insurance hereinafter set forth in respect of Below Poverty Line (BPL) families (including the eligible family members) named in the Schedule hereto (hereinafter called the insured person) and has paid premium as consideration for such insurance.

Operative clause

Now the policy witnesses that, subject to the terms, definitions, exclusions and conditions contained herein or endorsed or otherwise expressed hereon, the Company undertakes that if during the period stated in the Schedule or during the continuance of the policy by renewal, any Insured Person shall suffer from any illness or disease (hereinafter 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 Medical Practitioner (hereinafter called Medical Practitioner) to be hospitalised for Medical/Surgical treatment at any network provider in India as an inpatient, the Company will pay to the network provider the amount of such reasonable, customary and medically necessary expenses described below, incurred by or on behalf of such insured person but not exceeding the package rates for the disease/ injury agreed by the network provider, subject to over all sum insured of ₹30,000/- per family.

1 Coverage

The package shall cover (as detailed below) the hospitalisation expenses of the insured person from the date of admission to the network provider to the date of discharge from the network provider, pre and post hospitalisation expenses and transportation expenses.

1.1 Hospitalisation expenses

- 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 insured person.

1.2 Pre and post hospitalisation expenses

Expenses incurred for diagnostic tests and medicines one day before the date of admission of the insured person and up to five days from the date of discharge from the network provider, incurred for the same condition for which the insured person's hospitalisation was required.

1.3 Expenses for transportation

Expenses incurred for transportation, subject to maximum of ₹100/- per visit and ₹1,000/- per year.

2 Procedure for cashless settlement

The Company shall provide cashless facility through the network provider. The network provider shall maintain a machine which can read the smart card to provide cashless facility to the insured person.

2.1 Cashless facility (in case package rate is fixed)

Once the identity of the insured person and/ or the family members is established by swiping the smart card the procedure to be followed by the network provider in case package rate is fixed, is provided below.

The network provider shall ensure

- the insured person is admitted for covered procedure and package rate for such disease/ injury is available.
- the insured person has balance sum insured.
- provisional entry has been made for carrying out such procedure. It has to be ensured that no procedure is carried out unless provisional entry is completed.

- d) at the time of discharge of the insured person final entry shall be made through smart card reader to complete the transaction.

2.2 Cashless facility (in case package rate is not fixed)

Once the identity of the insured person and/ or the family members is established by swiping the smart card the procedure to be followed by the network provider in case package rate is not fixed, is provided below.

- a) The network provider shall forward request for hospitalization after obtaining due details from the treating medical practitioner in the prescribed format i.e. 'Request for Authorization Letter' (RAL) and fax the same to the 24 hrs authorization/ cashless department at a fax number of the TPA/Company along with the contact details of the treating medical practitioner. The medical team of TPA/Company will contact, if necessary, with the treating medical practitioner.
- b) The RAL should reach the authorization department of TPA/ Company within 6 hrs of admission of the insured person in case of emergency or within 7 days prior to the expected date of admission, in case of planned hospitalization.
- c) In case of delay in sending the RAL within the time stipulated above, clarification is to be forwarded with the RAL from the network provider to the TPA/ Company.
- d) The RAL form is to be duly filled, by the network provider, clearly mentioning 'Yes' or 'No'. Fields should not be left blanks of filled as 'Nil'.
- e) The TPA/ Company will guarantee payment only on receipt of RAL and the necessary medical details. Only after TPA/ Company has ascertained and negotiated the package with the network provider, the TPA/ Company shall issue the authorization letter (AL), within 12 hours of receiving RAL.
- f) In case the disease/ injury is not covered or given medical data is not sufficient for the medical team of authorization department to confirm the eligibility, TPA/ Company may deny the authorization.
- g) Denial of Authorization Letter (DAL) /guarantee of payment does not mean denial of treatment.
- h) Authorization Letter (AL) shall mention the amount guaranteed as a package rate for such procedure for which package rate has not been fixed earlier.
- i) The guarantee payment is only for necessary treatment expense for the disease/ injury covered and mentioned in the request for authorization letter (RAL) for hospitalization as a package only.
- j) In case the balance sum insured is lower than the package rate, the network provider shall follow the norms of deposit/ running bills etc. However, the network provider shall only charge the balance amount against the package from the insured person. The Company upon receipt of bills and documents would release the guaranteed amount.

3 Definitions

3.1 Accident means a sudden, unforeseen and involuntary event caused by external, visible and violent means

3.2 Alternative treatment means forms of treatments other than "Allopathy" or "modern medicine" and includes Ayurveda, Unani, Sidha and Homeopathy in the Indian context.'

3.3 Any One Illness means continuous period of disease and it includes relapse within 60 days from the date of last consultation with the Hospital/Nursing Home where treatment may have been taken. Occurrence of same illness after a lapse of 60 days as stated above will be considered as fresh illness for the purpose of this policy.

3.4 Cashless facility means a facility extended by the company to the insured person where the payment of the cost of treatment undergone by the insured person in accordance with the policy terms and conditions, is directly made to the empanelled provider by the company.

3.5 Congenital anomaly means a condition which is present since birth, and which is abnormal with reference to form, structure or position.

- i. **Internal congenital anomaly** means congenital anomaly which is not on the visible and accessible parts of the body
- ii. **External congenital anomaly** means congenital anomaly which is on the visible and accessible parts of the body

3.6 Day care treatment means medical treatment, and/or surgical procedure which is:

- i. undertaken under general or local anesthesia in a hospital/day care centre in less than 24 (twenty four) hrs because of technological advancement, and
- ii. which would have otherwise required a hospitalisation of more than 24 (twenty four) hours.

Day care treatment shall include the following.

- i. Dialysis
- ii. Chemotherapy
- iii. Radiotherapy
- iv. Eye Surgery
- v. Lithotripsy (kidney stone removal)
- vi. Tonsillectomy
- vii. D&C

- viii. Dental surgery following an accident
- ix. Hysterectomy
- x. Surgery of Hernia
- xi. Surgery of Hydrocele
- xii. Surgery of Prostate
- xiii. Gastrointestinal Surgery
- xiv. Genital Surgery
- xv. Surgery of Nose
- xvi. Surgery of Throat
- xvii. Surgery of Ear
- xviii. Surgery of Appendix
- xix. Surgery of Urinary System
- xx. Treatment of fractures/dislocation (excluding hair line fracture), contracture releases and minor reconstructive procedures of limbs which otherwise require hospitalization.
- xxi. Laparoscopic therapeutic surgeries.
- xxii. Any surgery under General Anesthesia.
- xxiii. Or any such disease/procedure agreed by TPA/Company before treatment.

3.7 Network provider means hospitals or health care providers enlisted by the company or by a TPA and the company together to provide medical services to an insured person on payment by a cashless facility. The list is available on the RSBY website (www.rsby.gov.in) and subject to amendment from time to time.

3.8 Hospital means hospital, nursing home, day care centre or such other medical aid provider 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 have 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 insured person. The diagnostic service should include testing of clinical specimens, X-rays and ECG etc.
- c. Hospital undertaking surgical operations should have a fully equipped Operating Theatre of its own.
- d. Fully qualified medical practitioner and nursing staff under its employment round the clock.
- e. Maintaining of necessary records as required and providing necessary records of the insured person to the Company or its 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 shall agree to the package rates for each identified disease/ injury under the policy. The package shall cover the hospitalisation expenses of the insured person from the date of reporting to the network provider to the date of discharge from the network provider, pre and post hospitalisation expenses as detailed below.
 - a) hospitalisation expenses including 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 insured person,
 - b) pre and post hospitalisation expenses including, expenses incurred for diagnostic tests and medicines one day before the date of admission of the insured person and up to five days from the date of discharge from the network provider, incurred for the same condition for which the insured person's hospitalisation was required

And

The Hospital shall preferably be in a position to provide following additional benefits to the members of the BPL family:

- i. Free outpatient treatment.
- ii. Substantial discounts on diagnostic tests and medical treatment required for insured person.

The term hospital, 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.

3.9 Hospitalisation means admission in a hospital as an in-patient for a minimum period of 24 consecutive hours. This condition will not apply in case of stay in Hospital of less than 24 hours provided

- a) The treatment is such that it necessitates hospitalization and the procedure involves specialized infrastructural facilities available in hospitals.

b) Due to technological advances hospitalization is required for less than 24 hours only.

3.10 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.

i. **Acute condition** means a disease, illness or injury that is likely to respond quickly to treatment which aims to return the person to his or her state of health immediately before suffering the disease/ illness/ injury which leads to full recovery.

ii. **Chronic condition** means a disease, illness, or injury that has one or more of the following characteristics

- a) it needs ongoing or long-term monitoring through consultations, examinations, check-ups, and / or tests
- b) it needs ongoing or long-term control or relief of symptoms
- c) it requires your rehabilitation or for you to be specially trained to cope with it
- d) it continues indefinitely
- e) it comes back or is likely to come back.

3.11 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 Medical advice means any consultation or advice from a Medical Practitioner including the issue of any prescription or repeat prescription.

3.13 Medical practitioner means 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 the licence.

3.14 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 person on payment by a cashless facility.

3.15 Non- network means any hospital, day care centre or other provider that is not part of the network.

3.16 Notification of claim means the process of notifying a claim to the company or TPA by specifying the timelines as well as the address / telephone number to which it should be notified.

3.17 Outpatient treatment means treatment in which the insured person visits a clinic / hospital or associated facility like a consultation room for diagnosis and treatment based on the advice of a medical practitioner and the insured person is not admitted as a day care patient or in-patient.

3.18 Package rate means the fixed maximum charges per disease/ injury covered under the policy, accepted by the network provider and the TPA/ Company.

3.19 Pre-existing disease means any condition, disease or injury or related conditions for which the insured person had signs or symptoms and/or was diagnosed and/or received medical advice/treatment within 48 (forty eight) months prior to the first policy. Any complications arising from pre-existing disease/ injury shall be considered as pre-existing disease.

3.20 Qualified nurse means a person who holds a certificate of recognized Nursing Council and who is employed on the recommendations of the attending Medical Practitioner.

3.21 Smart card means Identification card for BPL families issued under Rashtriya Swasthya Bima Yojana by TPA as per specification given by the Government.

3.22 Surgery means manual and/or operative procedures for correction of deformities and defects, repair of injuries, diagnosis and cure of diseases, relief of suffering and prolongation of life

3.23 TPA means any entity, licenced under the IRDA (Third Party Administrators - Health Services) Regulations, 2001 by the Authority, and is engaged, for a fee by the company for the purpose of providing health services.

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:

4.1 Any conditions that do not require hospitalisation

4.2 External congenital anomaly

4.3 Drug, alcohol abuse

Treatment arising out of illness/disease/injury due to misuse or abuse of drugs/alcohol or use of intoxicating substances

4.4 Sterility, fertility

Sterility, infertility/sub fertility related procedures, venereal disease.

4.5 Vaccination

Vaccination or inoculation unless forming part of treatment and requires hospitalisation

4.6 Convalescence, general debility 'Run Down' condition or rest cure.

4.7 HIV/AIDS

Any condition directly or indirectly caused to or associated with HIV, AIDS, complications of AIDS.

4.8 Self inflicted injury

Intentional self-inflicted injury, attempted suicide

4.9 Naturopathy and alternative treatment

4.10 Vitamins and tonics

Expenses on vitamins and tonics unless forming part of treatment for injury or disease as certified by the attending physician.

4.11 Maternity

Treatment arising from or traceable to pregnancy/childbirth including caesarean section, miscarriage, surrogate or vicarious pregnancy, abortion or complications thereof including changes in chronic conditions arising out of pregnancy other than ectopic pregnancy which may be established by medical reports.

4.11 Dental treatment

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.

4.12 Cosmetic, plastic surgery, change of life

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.

4.13 Circumcision

Circumcision unless necessary for treatment or a disease not excluded hereunder or as may be necessitated due to an accident.

4.14 Spectacles, contact lenses and hearing aids.

4.15 Hospitalisation for the purpose of diagnosis and evaluation

Expenses incurred at Hospital 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 disease or injury for which confinement is required at a Hospital/Nursing Home.

4.16 War group perils

Any illness or injury directly or indirectly caused by or arising from or attributable to war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, commotion, unrest, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition of or damage by or under the order of any government or public local authority.

4.17 Radiation

Any illness or injury directly or indirectly caused by or contributed to by nuclear weapons/materials or contributed to by or arising from ionising radiation or contamination by radioactivity by any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel.

5. General Conditions

5.1 Communication

Every notice of communication to be given or made under this policy shall be delivered in writing at the address of the Company and/or TPA office.

5.2 Physical examination

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.

5.3 Claim procedure

5.3.1 Notification of claim

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 Company and/or TPA named in the Schedule immediately and in case of emergency within 24 hours of Hospitalization.

5.3.2 Claim submission

All supporting documents relating to the claim must be filed with the designated office of Company &/or TPA 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 provider was placed it was not possible for him or any other person to give such notice or file claim within the prescribed time limit.

5.3.3 Documents

The provider shall furnish the designated office of Company and/or TPA with all original bills, receipts and other documents as may be required upon which a claim is based and shall also give such additional information and assistance as the TPA/Company may require in dealing with the Claim.

5.3.4 Payment of claim

All claims under the policy shall be payable in Indian currency through NEFT/ RTGS only.

5.4 Territorial limit

All medical surgical treatments under this policy shall have to be taken in India and admissible claims thereof shall be payable in Indian currency.

5.5 Contribution

In case of a claim arising under the policy, there is in existence any other policy (other than cancer insurance policy in collaboration with Indian Cancer Society) effected by the insured person or on behalf of insured person which covers any claim in whole or in part made under the policy then the insured person has the option to select the policy under which the claim is to be settled. If the claimed amount, exceeds the sum insured under any one policy then the company shall pay or contribute not more than its rateable proportion of the claim.

5.6 Fraud

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.

5.7 Cancellation

The Company may at any time cancel this policy on grounds of misrepresentation, fraud, moral hazard or non co-operation of the insured by sending 30 (thirty) days notice by Registered Letter at Insured's last known address. In the event of the Company canceling the policy for misrepresentation, fraud, moral hazard or non-cooperation, no refund of premium shall be made. The Company shall however, remain liable for any claim which arises prior to the date of cancellation

The insured may at any time cancel the policy and in such an event the company shall allow refund of premium after charging premium at company's short period rate mentioned below provided no claim 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

5.8 Arbitration

If any dispute arises between the parties under the policy in connection with the validity, interpretation, implementation or breach, the parties shall refer such dispute to their respective CEOs/CMDs for resolution. In the event that the CEOs/CMDs are unable to resolve the dispute within 60 days of it being referred to them, then either party may refer the dispute for resolution to a sole

arbitrator who shall be jointly appointed by both parties or in the event that the parties are unable to agree on the person to act as the sole arbitrator within 30 days after any party has claimed for an arbitration in written form by three arbitrators, one to be appointed by each party with power to the two arbitrators so appointed to appoint a third arbitrator. The law governing the arbitration shall be the Arbitration and Conciliation Act 1996 as amended or re-enacted from time to time.

5.9 Disclaimer

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.

5.10 Withdrawal of product

In case the policy is withdrawn in future, the company shall provide the option to the insured person to switch over to a similar policy at terms and premium applicable to the new policy.

5.11 Revision of terms of the policy including the premium rates

The company, in future, may revise or modify the terms of the policy including the premium rates based on experience. The insured person shall be notified three months before the changes are effected.

5.10 Renewal

The Policy may be renewed by mutual consent. The Company shall not however be bound to give notice that it is due for renewal.

6. Grievance Redressal Procedure:

In case of any Grievance, the Customer Service Officer of the policy issuing office (Branch /Division office) or the Regional office or Head office of the company may be approached or may lodge the Grievance at Company's website at www.nationalinsuranceindia.com.

The office of the Insurance Ombudsman in respective areas may also be approached for redressal of grievance.

7. 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 insured person 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

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For The National Insurance Company Limited

Authorised Signatory
