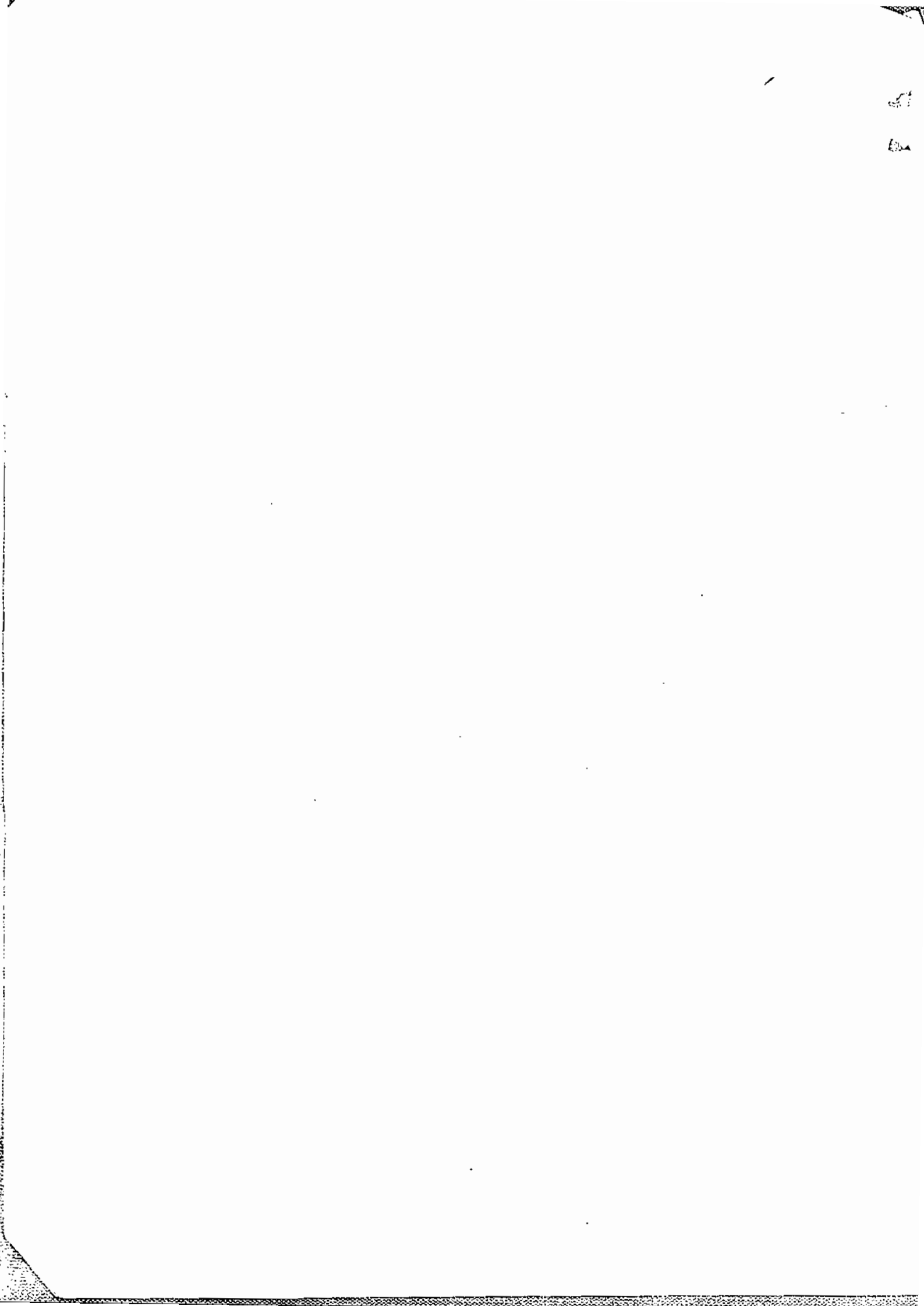


MANUAL
FOR
FAMILY PLANNING
INSURANCE SCHEME

IMPLEMENTED THROUGH
ICICI LOMBARD GENERAL INSURANCE COMPANY

GOVERNMENT OF INDIA
MINISTRY OF HEALTH & FAMILY WELFARE

2011
(01/01/2011 to 31/12/2011)



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FAMILY PLANNING INSURANCE MANUAL - 2011

A. INTRODUCTION:

India is the first country that launched a National Family Planning Programme in 1952, emphasizing fertility regulation for reducing birth rates to the extent necessary to stabilize the population at a level consistent with the socio-economic development and environment protection. Since then the demographic and health profiles of India have steadily improved.

B.1 GOVERNMENT OF INDIA SCHEME TO COMPENSATE ACCEPTORS OF STERILIZATION FOR LOSS OF WAGES:

With a view to encourage people to adopt permanent method of Family Planning, Government has been implementing a Centrally Sponsored Scheme since 1981 to compensate the acceptors of sterilization for the loss of wages for the day on which he/she attended the medical facility for undergoing sterilization.

Under the Scheme, the Central Government released funds to States/UTs @ Rs.300 per Tubectomy, Rs.200 per Vasectomy and Rs.20 per IUD Insertion. The States/UTs had the flexibility to decide the amount of apportionment among various components, provided minimum amount of Rs.150 was paid to the acceptors of Tubectomy/Vasectomy and Rs.60 per Tubectomy, Rs.25 per Vasectomy and Rs.20 per IUD insertion was used by the medical facility towards drugs and dressing. This was intended to ensure quality of service in these procedures. Flexibility rested with the States for determining sub components of the remaining amount, within the total package. In the case of EAG States viz. Bihar, Chhattisgarh, Jharkhand, Madhya Pradesh, Orissa, Rajasthan, Uttar Pradesh and Uttaranchal, the compensation package for sterilization had been raised from Rs.300/- to Rs.400/- per Tubectomy, Rs.200/- to Rs.400/- per Vasectomy if conducted in a public health facility or approved private sector health facility, and from Rs.20 to Rs.75 per IUD insertion, if conducted in an approved private sector health facility.

Apart from providing cash compensation to the acceptor of sterilization for loss of wages, transportation, diet, drugs, dressing etc out of the funds released to States/UTs under this scheme, some States/UTs were apportioning some amount for creating a miscellaneous purpose fund. This fund was utilized for payment of ex-gratia to the acceptor of sterilization or his/her nominee in the unlikely event of his/her death or incapacitation or for treatment of post operative complications attributable to the procedure of sterilization, as under:-

- i) Rs. 50,000/- per case of death.
- ii) Rs. 30,000/- per case of incapacitation.
- iii) Rs. 20,000/- per case of cost of treatment of serious post operation complication.

Any liability in excess of the above limit was to be borne by the State/UT/NGO/ Voluntary Organization concerned from their own resources.

The above compensation scheme for loss of wages for acceptors of sterilization services was revised with effect from 31.10.06 and has been further improved with effect from 7.9.07. The revised rates are as follows:

a) For Public (Govt.) Facilities:

Category	Breakage of the Compensation package	Accepto r	Motivator	Drugs and dressing	Surgeon charges	Anes- thetist	Staf f Nurse	OT technician /helper	Refres hment	Camp manage ment	Total
High focus states	Vasectom y (ALL)	1100	200	50	100	-	15	15	10	10	1500
	Tubectom y (ALL)	600	150	100	75	25	15	15	10	10	1000
Non High focus states	Vasectom y (ALL)	1100	200	50	100	--	15	15	10	10	1500
	Tubectom y (BPL + SC/ST only)	600	150	100	75	25	15	15	10	10	1000
Non High focus states	Tubectom y (APL only)	250	150	100	75	25	15	15	10	10	650

b) For Private Facilities:

Category	Type of operation	Facility	Motivator	Total
High focus states	Vasectomy(ALL)	1300	200	1500
	Tubectomy(ALL)	1350	150	1500
Non High focus states	Vasectomy (ALL)	1300	200	1500
	Tubectomy (BPL + SC/ST)	1350	150	1500

No apportioning of the above amount is admissible for creating a miscellaneous purpose fund for payment of compensation in case of Deaths, Complications and Failure of sterilization as these are already covered under the National Family Planning Insurance Scheme implemented w.e.f. 29th Nov, 2005 on Pan India basis.

B.2 DIRECTIVES OF HONBLE SUPREME COURT:

The Hon'ble Supreme Court of India in its Order dated 1.3.2005 in Civil Writ Petition No. 209/2003 (Ramakant Rai V/s Union of India) has, *inter alia*, directed the Union of India and States/UTs for ensuring enforcement of Union Government's Guidelines for conducting sterilization procedures and norms for bringing out uniformity with regard of sterilization procedures by -

1. Creation of panel of Doctors/Health Facilities for conducting sterilization procedures and laying down of criteria for empanelment of doctors for conducting sterilization procedures.
2. Laying down of checklist to be followed by every Doctor before carrying out sterilization procedure.
3. Laying down of uniform proforma for obtaining of Consent of person undergoing sterilization.
4. Setting up of Quality Assurance Committee for ensuring enforcement of pre and postoperative guidelines regarding sterilization procedures.
5. Bringing into effect an Insurance Policy uniformly in all States for acceptors of sterilizations etc.

The above all directions have been taken into consideration and consolidated in the updated manuals on Standards and Quality Assurance in Sterilization Services available on the Ministry's website (www.mohfw.nic.in) under "Family Welfare Activities". The Family Planning Insurance Scheme is one of the initiatives launched under direction from the Hon'ble Supreme Court w.e.f. from 29th November, 2005.

C. APPLICABILITY OF THE FAMILY PLANNING INSURANCE SCHEME (FPIS):

The Family Planning Insurance Scheme is uniformly applicable for all States/UTs. Government of India has paid entire premium for the Insurance Policy. States don't have to incur any expenditure under this Scheme. The Insurance Company will make payment, against the claims of acceptors of sterilization filed within the stipulated period by District Health Officers, through District Health Officers without any hassle as per guidelines.

However, any eligible claim not filed with the Insurer within the specified period under the FPIS policy and denied/refused by the Insurer due to Time Limit of filing the claims or based on the Term and Conditions of the policy and also guidelines issued for submission of claims by the Ministry of Health & Family Welfare from time to time; it will be the responsibility of the District Official designated for the scheme by the State Government.

D. SETTLEMENT OF CASES NOT COVERED UNDER THE FAMILY PLANNING INSURANCE SCHEME (FPIS):

There might be cases not covered by the Family Planning Insurance Scheme, viz. cases of sterilization operations conducted before coming into force of this insurance Scheme i.e. prior to 29th November, 2005, cases not covered under the National Protocol or the cases already pending in Courts etc.

Liability in respect of such cases would be met by the State Government/UT Administration from the Miscellaneous Purpose Contingency Fund created in respective State/UT by apportioning some amount from the grants released to them by the Union Government under the Scheme of Compensation for loss of wages for acceptors of Sterilizations/ IUD Insertions or under the Scheme of Flexible Funding for State Programme Implementation Plans (PIPs).

E. FAMILY PLANNING INSURANCE SCHEME W.E.F. 29TH NOVEMBER, 2005:

Under the existing Government Scheme no compensation was payable for Failure of Sterilization, and No Indemnity cover was provided to Doctors/Health Facilities providing professional services for conducting sterilization procedures etc. There was a great demand in the States for Indemnity Insurance cover to Doctors/Health Facilities, since many Govt. Doctors are currently facing litigation due to claims of clients for compensation due to failure of sterilization. This has led to reluctance among the Doctors/Health Facilities to conduct Sterilization operations.

2. With a view to do away with the complicated process of payment of ex-gratia to the acceptors of Sterilization for treatment of post operative

Complications, Failure of Sterilization or Death attributable to the procedure of sterilization, the **Family Planning Insurance Scheme (FPIS)** was introduced w.e.f **29th November, 2005 with Oriental Insurance Company**, to take care of the cases of Failure of Sterilization, Medical Complications or Death resulting from Sterilization, and also provide Indemnity Cover to the Doctor/Health Facility performing Sterilization procedure, as follows:-

Section I:

a)	Death due to Sterilization in hospital:	Rs.1,00,000/-
b)	Death due to Sterilization within 30 days of discharge from hospital	Rs.30,000/-
c)	Failure of Sterilization (including first instance of conception after sterilization).	Rs.20,000/-
d)	Expenses for treatment of Medical Complications due to sterilization operation (within 60 days of operations)	Rs.20, 000/-*
Total liability of the Insurance Company shall not exceed Rs. 9 crore in a year under each Section.		

(*To be reimbursed on the basis of actual expenditure incurred, not exceeding Rs.20, 000.)

Section II:

All the Doctors/Health Facilities including Doctors/Health Facilities of Central, State, Local-Self Governments, other Public Sectors and all the Doctors/Health Facilities of Non-Government and Private Sectors Empanelled /Accredited with District Health Authority for rendering Family Planning Services conducting such operations shall stand indemnified against the claims arising out of Failure of Sterilization, Death or Medical Complication resulting there from upto a maximum amount of Rs. 2 lakh per Doctor/Health Facility per case, maximum upto 4 cases per year. The cover would also include the legal costs and actual modality of defending the prosecuted Doctor/Health Facility in Court, which would be borne by the Insurance Company within certain limits.

F. REVISED SCHEME W.E.F. 29th NOVEMBER, 2006:

This scheme was renewed with Oriental Insurance Company w.e.f. 29-11-06 with modification in the limits and payment procedure. The benefits with revised package are as under:

Section		Coverage	Limits
I	IA	Death due to Sterilization in hospital or within 7 days from the date of discharge from the hospital.	Rs. 2 lakh.
	IB	Death due to Sterilization within 8 - 30 days from the date of discharge from the hospital.	Rs. 50,000
	IC	Failure of Sterilisation	Rs 25,000
	ID	Cost of treatment upto 60 days arising out of Complication from the date of discharge.	Actual not exceeding Rs 25,000
II		Indemnity Insurance per Doctor/facility but not more than 4 cases in a year.	Upto Rs. 2 Lakh per claim
Total liability of the Insurance Company shall not exceed Rs. 9 crore in a year under each Section.			

G. REVISED SCHEME W.E.F. 1ST JANUARY, 2008:

This scheme was improved and renewed with ICICI Lombard Insurance Company and w.e.f. 01-01-08 with modification in the limit and payment procedure. The benefits are as under:

Section		Coverage	Limits
I	A	Death due to Sterilization in hospital or within 7 days from the date of discharge from the hospital.	Rs. 2 lakh.
	B	Death due to Sterilization within 8 -30 days from the date of discharge from the hospital.	Rs. 50,000
	C	Failure of Sterilization	Rs 30,000
	D	Cost of treatment upto 60 days arising out of Complication from the date of discharge.	Actual not exceeding Rs 25,000
II		Indemnity Insurance per Doctor/facility but not more than 4 cases in a year.	Upto Rs.2 Lakh per claim
Total liability of the Insurance Company shall not exceed			Rs. 9 crore in a year under each Section.

H. REVISED SCHEME W.E.F. 1ST JANUARY, 2009:

This scheme with modification in procedure renewed with ICICI Lombard Insurance Company w.e.f. 01-01-09 with following benefits:

Section		Coverage	Limits
I	IA	Death following Sterilization in hospital or within 7 days from the date of discharge from the hospital.	Rs. 2 lakh
	IB	Death following Sterilization within 8-30 days from the date of discharge from the hospital.	Rs. 50,000
	IC	Failure of Sterilization	Rs 30,000
	ID	Cost of treatment upto 60 days arising out of complication from the date of discharge.	Actual not exceeding Rs 25,000/-.
II		Indemnity Insurance per Doctor/facility but not more than 4 cases in a year.	Upto Rs. 2 Lakh per claim
Total liability of the insurance Company shall not exceed			Rs. 9 crore in a year under each Section.

I. REVISED SCHEME W.E.F. 1ST JANUARY, 2010:

This scheme was renewed with ICICI Lombard Insurance Company w.e.f. 01-01-10 with all benefits available as mentioned under Policy-2009 above; however, maximum Liability of the Insurance Company was amended and shall not exceed Rs. 14.00 crore in total inclusive of both Section-I & II.

J. REVISED SCHEME W.E.F. 1ST JANUARY, 2011:

This scheme with modification in procedure is renewed with ICICI Lombard

Insurance Company w.e.f. 01-01-11. The available benefits are as under:

Section		Coverage	Limits
I	IA	Death following sterilization (<i>inclusive of death during process of sterilization operation</i>) in hospital or within 7 days from the date of discharge from the hospital.	Rs. 2 lakh.
	IB	Death following sterilization within 8-30 days from the date of discharge from the hospital.	Rs. 50,000
	IC	Failure of Sterilization	Rs 30,000
	ID	Cost of treatment in hospital and upto 60 days arising out of Complication following Sterilization operation (<i>inclusive of complication during process of sterilization operation</i>) from the date of discharge.	Actual not exceeding Rs 25,000
II		Indemnity Insurance per Doctor/facility but not more than 4 cases in a year.	Upto Rs. 2 Lakh per claim
Total Liability of the Insurance Company shall not exceed Rs.25.00 crore under Section-I and Rs. 1.00 crore under Section-II.			

Section-I:

The claim under Section-1-C (Failure of Sterilization) & Section-1-D (Complications arising out of Sterilization) shall be paid by the Insurer in the name of beneficiary.

However, Claims under SECTION-1-A Death following Sterilization (*inclusive of death during process of sterilization operation*) in hospital or within 7 days from the date of discharge from the hospital) and under Section -1-B Death following sterilization within 8-30 days from the date of discharge from the hospital shall be paid equally in favour of the spouse and unmarried dependent children whose names are appearing in the Consent Form / Claim Form.

Section-II:

All the Doctors/Health Facilities including Doctors/Health Facilities of Central, State, Local-Self Governments, other Public Sectors and all the Doctors/Health Facilities of Non-Government and Private Sectors Empanelled /Accredited with District Health Authority for rendering Family Planning Services conducting such operations shall stand indemnified against the claims arising out of Failure of Sterilization, Death or Medical Complication resulting there from upto a maximum amount of Rs. 2 lakh per Doctor/Health Facility per case, maximum upto 4 cases per year. The cover would also include the legal costs and actual modality of defending the prosecuted Doctor/Health Facility in Court, which would be borne by the Insurance Company within certain limits.

Liability of the Insurance Company under this Section -II would be limited to four cases of litigation in respect of per Doctor/Health Facility, beyond which the doctor/health facility concerned would be himself/herself responsible for his/her lapse, apart from any other action that may be taken by the Government against the doctor/health facility.

**K. OPERATIONALIZATION OF INSURANCE SCHEME/
PROCEDURE FOR CLAIM SETTLEMENT:**

- 1 **The Family Planning Insurance Policy** has all India coverage.
- 2 **The premium is chargeable** on the estimated number of persons undergoing/undergone sterilization during the currency of the Policy.
- 3 **All persons undergoing/undergone sterilization operations** in Public Health Facility and Health Facilities of Non-Government and Private Sectors Empanelled/Accredited with District Health Authority are covered under **Section- I-A, I-B, I-C and I-D** of the policy.
- 4 **The Consent Form filled** by the person at the time of enrolling himself/herself for sterilization operation **duly countersigned at the medical facility shall be proof of coverage** under the scheme.
- 5 **All the Doctors/Health Facilities including Doctors/Health Facilities of Central, State, Local-Self Governments, other Public Sectors and all the Doctors/Health Facilities of Non-Government and Private Sectors Empanelled/Accredited** with District Health Authority and conducting such operations are covered **under Section -II** of the Policy.
- 6 **The premium has been paid by the Government of India** at the time of commencement/renewal of the policy based on the estimated number of sterilization operations to be conducted and is subject to adjustment at the end of the policy period on the basis of actual number of operations conducted.
- 7 **The claims processing under Section-I** shall be decentralized at State level and nominated representative of the Insurer will integrate with existing State and District level machinery of the Insured. The claim settlement/issue of cheques shall be done from the office of the Insurer based at Delhi. The list of such state level offices and State Coordinators of the Insurer is at **Annexure III.**
- 8 **For the purpose of verification and medical evaluation of the claim lodged by the beneficiary, the State Government has formed/shall form the District Level Quality Assurance Committee (QAC) and for all purpose the authority shall be with CMO/CDMO/CHMO/CDHMO/ DMO/DHO/ Joint Director designated for this purpose at district level designated by respective States.** The proposed constitution of QAC is at **Annexure IV.**
- 9 **On receipt the information of any claim from the acceptor of Sterilization under Section-I** of the policy, the beneficiary, through their designated hospital and doctors, **shall immediately fill up claim form.**

If such covered cause is detected "during examination of the acceptor in Health Facility", the health facility shall ensure to get the Claim Form filled from the beneficiary on the spot without loss of time. The health facility shall forward the claim papers along with necessary documents as mentioned at Sr. No. 23 (i), (ii) & (iii) to the designated officer of the district.

The Claim Form cum Medical Certificate in original duly completed

in all respects by the beneficiary submitted through their designated hospital and doctors shall be **authenticated** by the CMO/ CDMO/CHMO/ CDHMO/DMO/DHO/Joint Director **designated for this purpose at district level.**

The **Claim Form cum Medical Certificate in original** will be sent to the **State Nominated Office of the Insurer** along with the **required documents as specified at Sr. No. 23 (i), (ii) and (iii)**, as soon as possible preferably **within 90 days from the date** of detection of the covered cause is **documented** under the scheme.

- 10 **Duly completed Claim Form Cum Medical Certificate** along with documents as specified at **Sr. No. 23 (i), (ii) & (iii)** shall be the basis of lodging claims under **Section-I** of the policy. The Claim Form cum Medical Certificate shall be duly completed in all respects by the beneficiary and **shall be authenticated by the CMO/ CDMO/ CHMO/ CDHMO/DMO/ DHO/Joint Director designated for this purpose at district level.**
- 11 **All claims arising under Section I-C** (due to Failure of Sterilization) shall be accepted from **retrospective date i.e. 29th November, 2005**, when the risk is first incepted by any Insurer under this **claims made policy (when the claim comes to notice by way of detection during the policy period)** and thereafter renewed without break. In the event of non renewal or break in the policy or cancellation of the policy, all claims of failure of sterilization detected upto 180 days after the expiry of the policy shall be accepted and shall be treated as being detected during the Policy provided no insurance is in force during this extended reporting period for the same interest and shall be handled as if they were made on the last day of the expiring policy period subject to the limits of indemnity and the terms, conditions and exceptions of the policy. In case of renewal with other Insurer, all FPIS claims detected during the expired policy shall also be accepted for settlement of claims upto 180 days after the expiry of policy. **Retroactive date** is not applicable **under Section IA, IB & ID** and Indemnity claims under **Section II** of the Schedule.
- 12 In case of claims for **Death of the acceptor under Section-I** following sterilization operation (**inclusive of death during process of sterilization operation**), copy of Death Certificate issued by Hospital/ Municipality or any other authority designated **and copy of Proof of Pre and Post Operative Procedure/Discharge Certificate** duly attested by the CMO/CDMO/CHMO /CDHMO/DMO/DHO/Joint Director **designated for this purpose at district level.**
- 13 **Claims under Section-1-A** Death following Sterilization (**inclusive of death during process of sterilization operation**) in hospital or within 7 days from the date of discharge from the hospital and **under Section-1-B** Death following sterilization within 8-30 days from the date of discharge from the hospital) shall be **paid equally** in favour of the spouse and unmarried **dependent children whose names are appearing in the Consent Form/Claim Form.** In case of **no spouse**, the payment shall be made to the unmarried dependent children. Insurer **under Section-I-A** will first reimburse Rs 50000/- to RKS of the district, in case this amount is paid by RKS as ex-gratia and the balance amount will be paid to other eligible members of the deceased.

14 In the event of Death as per Section-I-A above, the Rogi Kalyan Samities (RKSs) at district level would be paying Rs. 50,000/- as an ex gratia to the first kin of the deceased if, death of the acceptor has taken place following sterilization (inclusive of death during process of sterilization operation), during hospitalization or within the 7 days from the discharge of the hospital.

Insurer under Section-I-A will first reimburse Rs 50000/- to RKS of the district, in case this amount is paid by RKS as ex-gratia and rest amount shall be paid to other eligible dependents by the Insurer as per procedures laid down in the manual subject to admissibility of the claim under Insurance Scheme.

District Authority designated for this purpose at district level shall clearly indicate the bifurcation of the reimbursement to beneficiary and RKS on the claim cum medical certificate.

15 If dependent children are minor, the payment shall be made by the insurer in the name of minor children. The cheques, in this case would be issued by the Insurer in the name of minor beneficiary with the following endorsement (overleaf);

"Amount to be deposited as FDR in the name of minor Sh /Ku till the minor attains the maturity. No premature payment of FDR is allowed. Quarterly interest may be paid to the guardian".

In case, there are no surviving spouse/unmarried dependent children, the claim shall then be payable to the legal heir of the deceased acceptor subject to production of legal heir certificate.

16 For claims arising due to Medical Complications following Sterilization Operation (inclusive of Complication during process of Sterilization Operation) as per Section-I-D, the CMO/CDMO/ CHMO /CDHMO/DMO/DHO/Joint Director designated for this purpose at district level shall certify the cost of treatment of such complications incurred by the beneficiary and or hospital. Relevant Original Bills/Cash Memos, Prescriptions and Diagnostic Reports confirming expenses incurred for treatment of Complication following Sterilization.

Any expenses incurred by the Government Hospital for the treatment of the said complication in addition to the expenses incurred by the beneficiary shall also be reimbursed to the District Rogi Kalyan Samiti (RKS) subject to the limits mentioned in the policy for such cases.

District authority designated for this purpose at district level shall clearly indicate the bifurcation of the reimbursement to beneficiary and RKS on the Claim Form cum Medical Certificate.

17 The claim under Section-1-C (Failure of Sterilization) & 1-D [(Complication following Sterilization operation (inclusive of complication during process of sterilization operation)] shall be paid by the Insurer in the name of beneficiary.

18 Any claim received under Section-I of this policy shall not prejudice other claims under other policies in respect of the same person.

- 19 For claims under **Section - II** of the Policy, **it will be responsibility of the Doctor/Health Facility** on receiving any **Legal Notice/ Summons from the Court shall immediately inform, in writing, to ICICI Lombard General Insurance Company**. Thereafter, the Insurance Company would take over entire defense process of the case, including engagement of advocate and payment of legal expenses. However, insurer shall not be liable to pay more than the amount mentioned in the **Section - II** in any case, under all heads.

For the purpose of claim under Section-II of the Policy, the designated office shall be Mr. Deepak Khanna or Ms. Ritu Arora, ICICI Lombard General Insurance Company, Narayan Manzil, 3rd Floor, 23 - Barakhamba Road, New Delhi -110001.

PHONE NUMBERS: 011-66310600, 011-66310692, 011-66310693 & 011- 66310800. FAX NUMBER: 011-66310636

Email ID: deepak.khanna@icicilombard.com

Or ritu.arora@icicilombard.com

- 20 On receiving the documents in Original under **Section -II** as mentioned against **S.No.23 (iv)**, the Insurance Company will exercises its right and the **Doctor/ Facilities, who has been made party to the case, shall co-operate with the insurer and assist in arranging proper defense of the case.**
- 21 In emergent situation the defense costs incurred by the Doctor/Health Facility shall be reimbursable, if incurred in consultation with the Insurance Company; the defence costs shall be limited to Rs. 5,000 per incidence for such cases. In such cases, the Insurance Company shall be kept abreast of all the developments of the ease as mentioned above.
- 22 **Liability of the Insurance Company under Section -II** would be limited to four cases of litigation in respect of every Doctor or Health Facility in a year. **All the Doctors/Health Facilities including Doctors/Health Facilities of Central, State, Local-Self Governments, other Public Sectors and all the Doctors/Health Facilities of Non-Government and Private Sectors Empanelled /Accredited with District Health Authority for rendering Family Planning Services and conducting such operations shall stand indemnified against the claims arising on them out of failure of sterilization, death or medical complication resulting there from upto a maximum amount of Rs. 2 lakh per case, maximum upto 4 cases per Doctor/Health Facility per year.** The cover would also include the legal costs and actual modality of defending the prosecuted doctor/health facility in Court, which would be borne by the Insurance Company with certain limits within the **limit of Section- II.**
- 23 **Requirement of Documents for Claim under Family Planning Insurance Scheme:**
- Based on the following documents, claims shall be processed by the insurer under different section of the scheme:
- i. **DEATH FOLLOWING STERILIZATION (SECTION-I -A & I-B):**
- a) **Claim Form cum Medical Certificate in original duly signed and stamped by the CMO/CDMO/CHMO/CDHMO/DMO/DHO/Joint Director designated for this purpose at district level.**

- b) **Copy of Consent Form duly attested** by CMO/CDMO/CHMO/CDHMO/DMO/DHO/Joint Director designated for this purpose at district level.
- c) **Copy of Sterilization Certificate duly attested** by CMO/CDMO/CHMO/CDHMO/DMO/DHO/Joint Director designated for this purpose at district level.
- d) **Copy of proof of Post Operative Procedure/Discharge Certificate duly attested** by CMO/CDMO/ CHMO/CDHMO/DMO/DHO/Joint Director designated for this purpose at district level.
- e) **Copy of Death certificate issued by Hospital/Municipality or authority designated duly attested** by the CMO/CDMO/ CHMO/CDHMO/DMO /DHO/Joint Director designated for this purpose at district level.

ii. **FAILURE OF STERILIZATION (SECTION-I-C):**

- a) **Claim Form cum Medical Certificate in original** duly signed and stamped by the CMO/CDMO/CHMO/DMO/DHO/Joint Director designated for this purpose at district level.
- b) **Copy of Consent Form duly attested** by CMO/CDMO/CHMO/CDHMO/DMO/DHO/Joint Director designated for this purpose at district level.
- c) **Copy of Sterilization Certificate duly attested** by CMO/CDMO/CHMO/CDHMO/DMO/DHO/ Joint Director designated for this purpose at district level.
- d) **Copy of any of the following Diagnostic Reports confirming failure of sterilization duly attested** by CMO/CDMO/CHMO/ CDHMO/DMO/ DHO/Joint Director designated for this purpose at district level:

A. IN CASE OF TUBECTOMY THE REPORT MAY BE:

1. Urine test report *supported by Physical Examination report / A N card/ USG report*
2. MTP report
3. Physical examination report
4. USG report
5. In extreme cases birth certificate in case of full term pregnancy

B. IN CASE OF VASECTOMY

1. Semen Test Report

NOTE: Any one of the above A or B document detecting failure of sterilization would be sufficient for processing the claim under this section.

iii. **COMPLICATION ARISING DUE TO STERILIZATION (SECTION-ID):**

- a) **Claim Form cum Medical Certificate in original** duly signed and stamped by the CMO/CDMO/CHMO/CDHMO/DMO/DHO/Joint Director designated for this purpose at district level.

- b) **Copy of Consent Form duly attested** by CMO/CDMO/CHMO/CDHMO /DMO/DHO/Joint Director designated for this purpose at district level.
- c) **Copy of Sterilization Certificate duly attested** by CMO/CDMO/CHMO/CDHMO/DMO/DHO/ Joint Director designated for this purpose at district level.
- d) **Original Bills/Receipts/Cash Memos along with Original Prescription and Case Sheet** confirming treatment taken for complication due to sterilization.

NOTE: NO FURTHER DOCUMENT WOULD BE ASKED BY THE INSURER UNDER 23 (i, ii, iii) ABOVE.

iv. CLAIMS UNDER INDEMNITY COVER (SECTION-II):

1. Intimation in writing
 2. Copy of summon/FIR
 3. Copy of Sterilization Certificate
 4. Copy of Consent Form
 5. Certificate from CMO/CDMO/CHMO/CDHMO/DMO/DHO/Joint Director designated for this purpose at district level confirming that the Sterilization Operation was conducted by the doctor etc.
 6. Any other document required by the insurer required related to the sterilization procedure for contesting the case on behalf of doctor/health facility.
- 24 Stipulated time limit for settlement of claims** under Section-I of the policy would be 15 working days in case of death and 21 days in case of others, after submission of all required documents.
- 25. In case of any claim is found untenable,** the Insurer shall communicate in detail, the reason of rejection of claim to the respective CMO/CDMO/CHMO/CDHMO/DMO/DHO/Joint Director of the district for this purpose with a copy to the beneficiary and State Nodal Officer. Such claims shall be reviewed by the Central Committee on monthly /quarterly basis.
- 26.** In case of male undergone sterilization operation and a motility is noticed in the semen test report after 3 months of sterilization operation, the insurer shall compensate the person having undergone sterilization as per the limit specified in Item 4 Section I C of the schedule.
- 27.** Insurer shall not be liable under this policy for compensation under more than one Section in respect of the same eventuality except under section 4 (IC) & 4 (ID).
- 28. Monitoring of the Scheme:**

The scheme will be monitored by **Central and State Monitoring Committees** on monthly / quarterly basis:

- a) **State Monitoring Committee** shall conduct quarterly review of all pending matters including pending claims. Mission Director (NRHM) shall head this committee which will be represented by the State Nodal officer of the State Govt., Insurer etc.

- b) A **Senior Officer, nominated by the State Government** from the Directorate of Health & Family Welfare of the State as a **State Nodal Officer** shall review all pending matters including pending claims on monthly basis.
 - c) The **Central Monitoring Committee** shall conduct quarterly review of all matters including pending claims. Joint Secretary, MOH&FW, GOI shall head this Committee which will be represented by the State Nodal officers from State Government, Insurer etc.
 - d) The **National Nodal Officer of Central Government** will review all matters relating to FPIS including claims on monthly basis at National Level.
 - e) Insurer will provide the State wise district wise claim statement to Central, State Government and District Office on monthly basis by 7th -10th of the following month in a prescribed format.
 - f) The **Central Committee** will examine all repudiated claim and to direct the Insurer to pay the claims falling under the terms of the policy. The Insurer further agrees to provide access to the Central Committee/National Nodal Officer or any designated authority their records for this purpose.
29. In the event of **breach of terms/conditions** of the policy, except for reasons beyond its control, the insurer shall be liable for a suitable and reasonable penalty as may be decided by the **Joint Secretary, Ministry of Health & Family Welfare, Government of India**. However, adequate opportunities shall be given to the Insurer to explain the reasons which will be given due consideration to before imposition of the same.
30. In case of any dispute/difference of opinion/disagreement, the decision of the **Additional Secretary (NRHM), Ministry of Health & Family Welfare**, would be final and binding on both the parties.
31. **Role of the State Coordinators of Insurer:**
- a) Organize orientation program at State level for district officials & the State officials as well as other Government authorities for the Family Planning Insurance Scheme.
 - b) To **liaison with State Nodal Officer** appointed by the State Government and hold **monthly meeting in the 2nd /3rd week** of the month. The minutes of the same shall be drawn by State Coordinator of Insurer and the same will be sent directly to State and Central Government.
 - c) To **participate in review meeting at State level** on monthly/quarterly basis.
 - d) To provide the **monthly statement to State Nodal Officer and District Officials** in the prescribed format as agreed by the GOI.
 - e) Processing of claims:

- 1) On receiving the claim papers **proper acknowledgement** must be made by putting the stamp on all documents and process the claim.
- 2) In case the **documents are incomplete**, inform in writing, the specific deficiency, to the District authority within 5 working days from the day of receiving the claim papers. If the desired documents / information do not reach within 15 days then, send the first reminder within 15 days from the day, the first letter was sent. Thereafter, subsequent reminders and Telephonic reminder for relevant document.
- 3) **If no response** is received from CMO/CDMO/ CHMO/ CDHMO/ DMO/ DMO/Joint Director designated for this purpose at district level, **inform the State Nodal Officer** of the State for necessary follow up. Copy of all correspondence shall be sent to State Nodal Officer.
- 4) If **more than 5 claims are pending from any of the district**, to visit the respective CMO/ CDMO/ CHMO/ CDHMO/ DMO/ DMO/ Joint Director designated for this purpose at district level for getting necessary compliance.
- 5) If **pendency of claims are more than 60 days**. A deficiency clearance camp shall be organized at State level with the help of State Nodal Officer.
- 6) Such matters may also be brought to the knowledge of State officials during monthly/quarterly review meetings.

32. Mechanism for Awareness Generation:

Insurer will create an awareness of the scheme on all India bases and would take necessary steps as under:

- a) Insurer will **print sufficient number of copies of Claim Form eum Medical Certificates** in various languages and Guidelines for District officials approved by MOHFW for distribution to the Districts and other authorities.
- b) Insurer will arrange a **National Conference** to keep aware of this scheme to all the State Nodal Officers in consultation with Government of India.
- c) Insurer will organize **Orientation Workshops in the States** for the district officials and other stake holders in consultation with State.
- d) Will hold **Claim Clearance Camps** at State level and District Level.
- e) **Brochure** shall be designed and printed by the Insurer, as approved by GOI, and shall be distributed to district authorities by the State Coordinators of the Insurer.

33. Role of the State Nodal Officers of State Government:

- a) *To assist the Insurer in organizing the **Orientation Programme** at State level for District Officials & the State officials as well as other Government authorities for the Family Planning Insurance Scheme minimum once in a year preferably in the **first quarter of the 2011**.*

- b) To hold the **monthly meeting with State Coordinator of the Insurer in the 2nd /3rd week** of the month to monitor and review the claims, **advise the District officials** to respond/comply the deficiency of FPIS claims highlighted by the Insurer by letters sent to them and also on the basis of **monthly statement** submitted by **State Coordinator of the Insurer** in the prescribed format approved by the GOI. The **minutes** of the meeting shall be drawn by State Coordinator of Insurer and the same will be sent directly to State and Central Government.
- c) To **organize the review meeting at State level on Quarterly basis** to review all pending matters including pending claims **under the chairmanship of Mission Director (NRHM)** which will be represented by the State Nodal Officer of the State Govt., State coordinator of the Insurer, Designated Officers of the districts etc. and to issue necessary advices to District Officials and Insurer under intimation to MOHFW, GOI.
- d) To hold **Claim Clearance Camps** at State level, if, the claim is still **pending for the want of compliance for more than 60 days** from the District by calling concerned District Officials and State coordinator of the Insurer at State level.
- e) To **Audit all Death Claims followed by Sterilization Operations, Audit of Health facilities etc** as per procedure laid in **Quality Assurance Guidelines (refer annexure)** issued by Ministry of Health and Family Welfare, GOI in compliance of directions of Hon'ble Supreme Court.
- f) To **Haison** with the District Officials designated by the State for the scheme and issue necessary guidelines in respect of FPIS scheme.
- g) To ensure that health facilities are having **sufficient number of Claim Forms** and **using** prescribed Consent Form, Sterilization Certificate and other documents for filing the FPIS claim as mentioned at **Sr. No. 23 above.**
- h) To ensure that each health facility is **provided with FPIS Manual. Brochure, Pamphlets** printed by Insurer are also made available to them.
- i) To ensure that District Officials are **filing the FPIS Claims well within the stipulated period** with Insurer as per terms and condition of the Policy.
- j) To **monitor the low/high reporting trend of FPIS claims from the Districts, review the performance of the officials** performing operation and issues necessary guidelines for corrective masseurs.
- k) To ensure that **consolidated Quarterly Report** on maintenance of Quality, Failure of Sterilizations, Complications or Deaths attributable to sterilizations is **submitted to MOHFW, GOI as per Annexure -X.**

34. Role of CMOs/CDMOs/CHMOs/CDHMOs/DMOs/DMOs/Dy. Directors/ Joint Director etc. designated for this purpose at district level:

- a) To attend the **Orientation Programme** organized at State level for District Officials & the State officials as well as other Government

authorities for the Family Planning Insurance Scheme minimum once in a year preferably in the **first quarter of the 2011**.

- b) To hold the **monthly meeting with the In-charges of health facilities in the 2nd /3rd week** of the month or at a suitable day to **monitor and review the FPIS claims, advising them to respond/comply the deficiencies highlighted by the Insurer on the basis of monthly statement sent by State Nodal Officer of the State Govt.** The **minutes** of the same shall be drawn at district level and the same will be sent directly to State Nodal Officer.
- c) To ensure that "notification of death claim" and Proforma on Death following Sterilization" as per procedure laid in **Quality Assurance Guidelines (refer annexure)** are filled at Facility level and sent to district for necessary action. **Death Claims must be reported to State Nodal Officer of the State Govt., without any delay.**
- d) To **participate in review meeting at State level on Quarterly basis** to review all pending claims **under the chairmanship of Mission Director (NRHM)** which will be represented by the State Nodal Officer of the State Govt., State Coordinator of the Insurer, Designated Officers of the districts etc. and to follow the necessary advices.
- e) To hold a **Claim Clearance Camps** at District level, if, the claim is still **pending for the want of compliance for more than 60 days** from the health facilities by calling concerned Officials at District level.
- f) To **Audit all Death Claims followed by Sterilization Operation, Audit of Health facilities etc,** as per procedure laid in **Quality Assurance Guidelines (refer annexure)** issued by Ministry of Health and Family Welfare, GOI in compliance of directions of Hon'ble Supreme Court.
- l) To **monitor the low/high reporting trend of FPIS claims** from health facilities under FPIS, **review the performance of the officials performing operation and issues necessary guidelines for corrective masseurs.**
- g) To ensure that health facilities are having **sufficient number of Claim Forms and using prescribed Consent form, Sterilization Certificate and other documents for filing the FPIS claim as mentioned at Sr. No. 23 above.**
- h) To ensure that each health facility is **provided with FPIS Manual. Brochure, Pamphlets** printed by Insurer are also made available to them.
- i) To ensure that **health facilities are filing the FPIS Claims immediately** with the district and the same is filed well **within the stipulated period** with Insurer as per terms and condition of the Policy.
- j) To **maintain file of each claim including document received from health facility and forwarded to insurer for filing the FPIS Claims.**
- k) To ensure that **consolidated Quarterly Report** on maintenance of quality, failure of sterilizations, complications or deaths attributable to sterilizations is **submitted to State Nodal officer at State level as per Annexure -X.**

LIST OF ANNEXURE:

I. Copy of the Family Planning Insurance Policy:

A copy of the Policy issued by ICICI Lombard General Insurance Company for the period 1.1.2011 to 31.12.2011 is placed as **Annexure-I**.

J. Copy of MOU entered between GOI & ICICI:

A copy of the MOU signed between Ministry of Health and FW, Government of India and ICICI Lombard General Insurance Company for the period 1.1.2011 to 31.12.2012 is placed as **Annexure-II**.

K. List of State Nodal Offices of ICICI Lombard:

The Insurer will integrate with existing State and district level machinery of the insured. The claim settlement/issue of cheques shall be done from the office of the Insurer based at Delhi. The list of such offices is placed as **Annexure - III**.

L. Quality Assurance Committee:

Quality Assurance Committee (QAC) will be formed at State and District levels to objectively and systematically monitor and evaluate Family Planning Services in accordance with established National Standards on Male and Female Sterilization and Standards established for other contraceptive services under the Family Welfare Programme; resolve identified problems; and pursue opportunities to improve overall quality of services and client care. State Government will ensure that State level and District level Quality Assurance Committees are in position and operational, sending monthly reports on cases of failure of sterilizations and compliance of quality standards in sterilization procedures as per protocol issued by Government of India, etc placed as **Annexure - IV**.

M. Claim Forms for Family planning Insurance Claim:

The Insurance Company will ensure that Claim Form cum Medical Certificate required for submitting claims under the FPIS Scheme are made available with all medical facilities conducting sterilization procedures, Office of CMO/CDMO/CHMO/CDHMO/ DMO/DHO/ Joint Director designated for this purpose at district level etc. in local language along with their English version is placed as **Annexure - V**.

N. Application cum Consent form for Sterilization Operation:

An informed consent is to be taken from all acceptors of sterilization before the performance of the surgery as per the consent form placed as **Annexure - VI**.

O. Medical Record & Checklist for Female / Male Sterilization:

A checklist to be filled by the doctor before conducting sterilization procedure is placed as **Annexure - VII** for ensuring the eligibility and fitness of the acceptor for sterilization. **This annexure is a part of Consent form.**

P. ELIGIBILITY / QUALIFICATION OF DOCTORS CONDUCTING STERILISATION PROCEDURES:

1. Female Sterilization:

An MBBS Doctor trained to carry out Minilap Tubectomy may perform minilap tubectomy.

OR

Laparoscopic Tubectomy can be performed either by a Gynaecologist with DGO/MD/MS Degree and trained in Laparoscopic sterilization or by a surgeon with MS (Surgery) Degree and trained in Laparoscopic sterilization.

2. Male Sterilization:

Conventional Vasectomy can be performed by an MBBS Doctor trained in conventional Vasectomy. An MBBS doctor trained in **no-scalpel vasectomy** may perform no-scalpel vasectomy. (**Annexure - VIII**)

Q. CRITERIA FOR EMPANELMENT/ACCREDITATIONS OF THE PRIVATE DOCTORS/ HEALTH FACILITIES:

The Hon'ble Supreme Court of India, in the case of Ramakant Rai and Another versus Union of India and others has, *inter alia*, directed the Union of India and States to introduce a system of having an approved panel of doctors/health facilities and limiting the persons entitled to carry on sterilization procedures in the State to those doctors whose names appear on the panel. Accordingly all State Governments and UT Administrations have been asked to prepare panel of doctors/health facilities State-wise, region-wise or district-wise in accordance with the Hon'ble Supreme Court's orders.

The Family Planning Insurance Scheme covers not only Government doctors / Institutions but also private doctors/health facilities providing family planning services to people. Empanelment /Acreditation of the private sector doctors/health facilities are essential for getting the benefits under this Scheme.

The private doctor/health facility which is accredited for providing female and male sterilization i.e. tubectomy and vasectomy has to conform to the clinical standards as laid down at **Annexure VIII**.

The basic requirements of a doctor/health facility in respect of infrastructure facilities and medical personnel are also given at **Annexure -VIII**, which can be used as a checklist for recognition of the clinic. The accredited private doctor/health facility shall follow the guidelines laid down by government for male and female sterilizations in all respects.

R. CHECKLIST FOR SUBMISSION OF CLAIMS AND REQUIRED DOCUMENTS UNDER EPIS:

Before forwarding the Claim Form cum Medical Certificate and other required documents a checklist for assisting the CMO/CDMO/CHMO/ CDHMO /DMO/DHO/Joint Director designated for this purpose at district level has been prepared and placed at **Annexure - IX**.

S. QUARTERLY REPORT

Quarterly report on maintenance of quality, failure of sterilizations, complications or deaths attributable to sterilizations is to be sent by the concerned district level QAC/CMO/CDMO/ CHMO/CDHMO/DMO/ DHO/ Joint Director designated for this purpose to the State level QAC/State Health Directorate /State Health Secretary in the format placed at Annexure-X.

The State will send a consolidated report to the Ministry of Health and Family Welfare, Government of India, Nirman Bhawan, New Delhi in the same format (Annexure - X) on a quarterly basis.

T. Important Formats required to carry out Audit of Death Claims followed by Sterilization and Health Facility etc as given in Quality Assurance Guidelines issued by Ministry of Health and Family Welfare, GOI in compliance of directions of Hon'ble Supreme Court

- a. Annexure- 4 of Quality Assurance Guidelines "Facility Audit Report" placed at Annexure XI.
- b. Annexure -7 of Quality Assurance Guidelines "Death Notification Form" placed at Annexure XII.
- c. Annexure -8 of Quality Assurance Guidelines "Proforma on Death following Sterilization" placed at Annexure XIII.
- d. Annexure -9 of Quality Assurance Guidelines "Proforma for conducting Death Audit following Sterilization" placed at Annexure XIV
- e. Annexure -11 of Quality Assurance Guidelines for "Assessment of District Quality Assurance Committee" placed at Annexure XV.

U. Various letters issued by MOHFW in respect of implementation of family Planning Insurance Scheme and filing of claims from 2005 to 2011.

1. DO letter No. 11019/4/2005 Dated 8/16th Dec 2005 - Implementation of FPIS Scheme through Oriental Insurance Company w.e.f. 29th Nov, 2005.
2. DO letter No. 23011/8/2004 dated 3/10th Jan 2006 - Renewal of FPIS Policy with Oriental Insurance for the period 29-11-2006 to 31-12-2007.
3. DO letter No. 23011/ 8/2007 dated 19th Dec, 2007 - Filing of claims under OIC expiring policy on 31/12/2007.
4. DO letter No. 23011/24/2007 dated 7th July 2007 - Filing of claims under OIC expiring policy on 31/12/2007.
5. DO letter No. 23011/8/2004 dated 10th Jan 2008 - Renewal of FPIS Policy with ICICI Lombard General Insurance Company for the period 01/01/2008 to 31/12/2008.
6. DO letter No. 23011/ 8/2004 dated 18th Dec, 2008 - Filing of claims under ICICI expiring policy on 31/12/2008.

7. **DO letter No. 23011/8/2004 dated 3/10th Jan 2008** – Renewal of FPIS Policy with ICICI Lombard General Insurance Company for the period 01/01/2008 to 31/12/2008.
8. **DO letter No. 23011/39/2008 dated 12th/19th, Jan 2009** – Renewal of FPIS Policy with ICICI Lombard General Insurance Company for the period 01/01/2009 to 31/12/2009.
9. **DO letter No. 23011/39/2008 dated 13th/17th Jan,, 2009** Filing of claims under ICICI expiring policy on 31/12/2009.
10. **DO letter No. 23011/39/2008 dated 13th//17th Jan,, 2009** –Filing of claims under ICICI expiring policy on 31/12/2009.
11. **DO letter No. 23011/39/2008 dated 02nd March, 2010** – Filing of claims under ICICI expiring policy on 31/12/2008.
12. **DO letter No. 23011/39/2008 dated 22nd/28th June, 2010** – Filing of claims under ICICI expiring policy on 31/12/2009.
13. **DO letter No. 23011/57/2009 dated 22nd Jan/2nd Feb 2010** – Renewal of FPIS Policy with ICICI Lombard General Insurance Company for the period 01/01/2010 to 31/12/2010.
14. **DO letter No. 23011/57/2009 dated 7th Dec 2010** – Filing of claims under ICICI expiring policy on 31/12/2010.
15. **DO letter No. 23011/57/2009 dated 7th Dec 2010** - Filing of claims under ICICI expiring policy on 31/12/2010.
16. **DO letter No. 23011/25/2010 dated 25th, Jan 2010** – Renewal of FPIS Policy with ICICI Lombard General Insurance Company for the period 01/01/2011 to 31/12/2011.

ANNEXURE - I

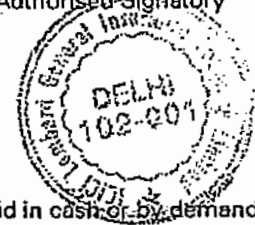
COPY OF FAMILY PLANNING INSURANCE POLICY

**01-01-2011
To
31-12-2011**

ICICI Lombard General Insurance Company Ltd

PROFESSIONAL INDEMNITY INSURANCE FOR POLICY FAMILY PLANNING SCHEME

Schedule

Policy Number: 4021/58413793/01/000		Issued At: New Delhi	
Item 1.	Proposer / Insured	: President of India, through, Ministry of Health and Family Welfare.	
Item 2.	Correspondence Address	: Ministry of Health, Nirman Bhawan, Dr. Rajendra Prasad Road, New Delhi-110001	
Item 3.	Policy Period (Both days inclusive)	From	January 1 st , 2011, 00.00 hours
		To	December 31 st , 2011, Mid night
Item 4.	Limit of Liability	Section I A	Rs. 2,00,000 per claim
		Section I B	Rs. 50,000 per claim
		Section I C	Rs. 30,000 per claim
		Section I D	Actual not exceeding Rs 25,000 per claim
		Section II	Rs.2,00,000 per claim
		In the aggregate for all claims during period of insurance.	Rs. 25,00,00,000 under Section-I and Rs1,00,00,000 under Section-II
Item 5.	Territory/ Jurisdiction	: India	
Item 6.	Premium	: INR 23,50,00,000 + Service tax INR 2,42,05,000 = Total INR 25,92,05,000	
Item 7.	Notice of Claim	: Preferably within 90 days	
<p>Signed for and on behalf of the ICICI Lombard General Insurance Company Limited, at New Delhi on this date January 20th, 2011.</p> <p style="text-align: right;"><i>Arun Aggarwal</i> ARUN AGGARWAL Authorised Signatory</p>  <p>Service Tax Reg. No.: GIS/Mumbai - I/1528/2001 The stamp duty of Rs. 0.50/- (Fifty Paise Only) paid in cash or by demand draft or by pay order, vide Receipt/Challan No. 28125 dated October 13, 2010</p>			

IKZA 387879

ICICI Lombard General Insurance Company Limited.

Mailing Add. Office: ICICI Lombard General Insurance Company Limited, Interface Building No.11, 401/402 4th Floor, New Link Road Malad (W), Mumbai - 400 064.
Corporate Office: ICICI Lombard General Insurance Company Limited, Zenith House, Keshavnagar Khadye Marg, 2nd Floor, Mahalaxmi, Mumbai - 400 034.

Disclaimer: "This stationery is not valid if used for any purpose other than policy printing."

ICICI Lombard General Insurance Company Ltd

I. OPERATIVE CLAUSE

Whereas the Insured as designated in the schedule hereto has by proposal and declaration dated December 31, 2010 as stated in the schedule which shall be the basis of contract and deemed to be incorporated herein applied to the ICICI LOMBARD GENERAL INSURANCE COMPANY LIMITED (hereinafter called the COMPANY) for the insurance hereinafter set forth in respect of the persons undergoing sterilization operations and also the doctors/health facilities employed, hired, accredited by Government for conducting such sterilization operations and the insured has paid the premium as consideration for or on account of such indemnity,

2. INDEMNITY / BENEFITS:

The Company undertakes that subject to the terms conditions and exceptions contained herein or endorsed heron the company will indemnify the beneficiaries as per benefits stated herein; end the doctors, health facilities against their legal liability to pay compensation including defense costs / fees end expenses during the period of insurance anywhere in India in accordance with the Indian Law, not exceeding the Limit of liability per event and in the aggregate of all claims as stated in the schedule of the policy.

The indemnity under the policy shall apply es under:

Section I:

- (A) Indemnity for Death following sterilization (inclusive of death during process of sterilization operation) in hospital or within 7 days from the date of discharge from the hospital, not exceeding the limit of liability stated in the Item 4 Section I A of the schedule
- (B) Indemnity for death following sterilization within 8-30 days from the date of discharge from the hospital not exceeding the limit of liability stated in the Item 4 Section I B of the schedule
- (C) Indemnity for Failure of Sterilization not exceeding the limit of liability stated in the Item 4 Section I C of the schedule
- (D) Cost of treatment *in hospital and* upto 60 days arising out of complication following sterilization operation (inclusive of complication during process of sterilization operation) from the date of discharge subject to not exceeding the limit of liability stated in the Item 4 Section ID of the schedule.

Section II

Indemnity for Doctor/Health Facility acting on behalf of insured who becomes legally liable to pay damages to Beneficiary in respect of ERRORS and/or OMISSIONS while conducting sterilization operation. The Company shall be liable to indemnify only if the claims are first made in writing against the insured or its doctor/ health facility under period of insurance, including legal costs and expenses incurred in prior consultation with the insurer, subject to the limits of Indemnity as stated in item 4 Section II of the schedule and other terms, conditions and exceptions of the policy.



3 DEFINITIONS

- a) 'Policy Period' means the period commencing from the effective date and hour as mentioned in the policy Schedule (item 3 of the schedule) and terminating at midnight on the expiry date as mentioned in the policy Schedule (item 3 of the schedule).
- b) Period of Insurance as mentioned in the item 3 of the schedule means the period as defined by the Clause a) above and for all claims under Item Section IA, IB & ID, and Section II the operation should have been performed during the Policy period. For all claims under Item 4 Section IC, the date of operation should be on or after 29th November 2005, and the date of detection should be within the policy period.
- c) 'Beneficiary' means the person entitled to claim benefits under the policy. In terms of this policy, the beneficiary shall be the person undergoing or undergone sterilization operation and in the event of his death, the beneficiary shall mean his /her spouse and dependent unmarried children as mentioned in the consent form for enrolment of sterilization operation at hospitals within India. If such spouse expires before settlement of the claim, then the claim will be paid to the dependent unmarried children and in absence of any such child, the claim will be paid to the legal heir (s) of the deceased acceptor.
- d) 'Hospital / Health facilities' means any institution or health facility (including mobile clinics) established by the Government of India / State Governments or Government, bodies like Municipal Corporation, Panchayat, Union, Primary Health Centers and Government approved or accredited Hospitals / Nursing homes / institution / health facility for performance of sterilization surgeries / procedures.
- e) 'Proposer / Insured' means "The Department of Health and Family Welfare" under the Ministry of Health & Family Welfare, Government of India. (For the purpose of Section II of the policy, the Doctors performing sterilization operations & Health Facilities shall be deemed to be insured.)
- f) 'Sterilization Operation' means manual and/or mechanical operative procedures and shall include Tubectomy, Vasectomy, Laparoscopy, Minilap, MTP followed by sterilization, Caesarian with Tubectomy and other operations followed by sterilization.
- g) 'Failure of Sterilization Operation' in case of female sterilization shall deemed to have occurred when a female conceives and in case of male sterilization shall deemed to have occurred when a motility is noticed after 3 months of sterilization operation in the semen test report, after having undergone sterilization operation, provided that no Re-canalization operation was carried out.
- h) 'Medical Complication' means any medical complication arising out of sterilization operation (inclusive of complication during process of sterilization operation) as defined in the booklet "Standards for female and male sterilization" issued by Ministry of Health & Family Welfare, Government of India and any subsequent amendments thereof.
- i) Retroactive date means the date when risk with respect to Section I-C (Failure of Sterilization only), is first incepted i.e. operation performed on or after 29th November, 2005 under a claim made policy (when the claim comes to notice by way of detection during the policy period as mentioned in item 3 of the schedule) and thereafter renewed without break in the period of cover. Retroactive date is not applicable for item 4 section IA, IB & ID the Indemnity claims under

Item 4 Section II of the Schedule.

- j) Insurer/Company mean ICICI Lombard General Insurance Company Ltd.
- k) Re-canalization means manual and/or mechanical operative procedures to reverse the Sterilization Operation

4. Implementation Procedure:

- α) The Consent Form shall be filled in by the acceptor at the time of enrolling himself/herself for sterilization operation duly countersigned at the medical facility shall be the proof of coverage under the scheme.
- β) For the purpose of verification and medical evaluation of the claim lodged by the beneficiary, the State/UT Governments has formed/ shall form a 'Quality Assurance Committee' (QAC) and for all purpose the authority shall be with CMO/ CDMO/ CHMO/ CDHMO/ DMO/ DHO/ Joint Director designated for this purpose at district.
- γ) On arising of any claim under Section- I of the policy, the beneficiary, through their designated hospital and doctors, shall immediately fill up claim form. The claim form shall be duly completed in all respects by the beneficiary and shall be Certified/Authenticated by the CMO/CDMO/ CHMO/CDHMO/DMO/DHO/Joint Director designated for this purpose at district level. This will be sent to the State nominated office of the Insurer along with required documents preferably within 90 days from the date of detection of the cause documented.
- δ) In case of claims for Death of the acceptor following sterilization operation (inclusive of Death during the process of sterilization operation), copy of Death Certificate issued by Hospital/Municipality or any other Authority Designated duly attested by the CMO/CDMO /CHMO/CDHMO/DMO/DHO/Joint Director designated for this purpose at district level shall be accepted.
- ε) In the event of Death as per 2 (I A) above, the Rogi Kalyan Samities (RKSs) at district level would be paying Rs. 50,000/- as an ex-gratia to the first kin of the deceased if, death of the acceptor has taken place following sterilization during hospitalization or within the 7 days from the discharge of the hospital. This ex-gratia amount would be reimbursed to RKSs while settling the claim and rest amount shall be paid to other eligible dependents by the Insurer as per procedures laid down in the manual subject to admissibility of the claim under Insurance Scheme. District authority designated for this purpose at district level shall clearly indicate the amount to be paid to the eligible beneficiary and to the RKS on the Claim cum Medical Certificate as per manual.
- φ) In case of claims arising due to Medical Complications following sterilization operation, the CMO/CDMO/CHMO/CDHMO/DMO/DHO /Joint Director designated for this purpose at district level, shall certify the cost of treatment of such complications incurred by the beneficiary and or hospital. Relevant bills/cash memos in originals, prescriptions and diagnostic reports shall support the cost of treatment. Any expenses incurred by the Government hospital for the treatment of the said complication in addition to the expenses incurred by the beneficiary, shall also be reimbursed to the District Rogi Kalyan Samiti (RKS) subject to the limits mentioned in the policy for such cases. District authority designated for this purpose at district level shall clearly indicate the bifurcation of the reimbursement to beneficiary and RKS on the Claim cum Medical Certificate.



- γ) In case of claims for Failure of Sterilization, the certification shall be done by the CMO/CDMO/ CHMO/CDHMO/ DMO/DHO/Joint Director designated for this purpose at district level. The detection shall be considered by any one of the following diagnostic report confirming failure of sterilization.

A. In case of Tubectomy (any one):

1. Urine test report supported by Physical examination report/A N card/ USG report
2. MTP report,
3. Per abdominal diagnosis,
4. USG report or
5. In extreme cases birth certificate in case of delivery.

B. In case of Vasectomy

- 1) Semen test report

NOTE: Any one of the above document for failure of sterilization would be sufficient for processing the claim under this section.

- η) The claims processing under Section-I shall be decentralized at State level and designated representative of the Insurer will integrate with existing State and District level machinery of the Insured. The claim settlement/ issue of cheques shall be done from the office of the Insurer based at Delhi.
- ι) Stipulated time limit for settlement of claims under Section - I of the policy would be 15 working days in case of death and for others it would be 21 days after submission of all required documents.
- φ) For claims under Section - II of the policy, the Doctor/Health Facility receiving any legal notice/summons from the court shall immediately inform, in writing to the office of the Insurer at ICICI Lombard General Insurance Co. Ltd., Thereafter, the Insurance Company would take over entire defense process of the case, including engagement of advocate and payment of legal expenses. However, Insurer shall not be liable to pay more than the amount mentioned in the Section - II in any case, under all heads.
- κ) On receiving the documents in original or as agreed, the Insurance Company will exercises its right, as mentioned against (j) above and the Doctor/ Health Facilities, who are party to the case, shall co-operate with the Insurer and assist in arranging proper defense of the case. In emergent circumstances the defense costs if any incurred by the doctor/ facility shall be reimbursable subject to the agreed limit under the policy.

5. EXCLUSIONS

General Exclusions:

No liability shall attach to the Company in respect of

- i) Any criminal act or any act committed in violation of any law
- ii) Any claims arising out of any other cause of action except for conduct of sterilization operation.



- uu) Third Party Public Liability.
- ww) Arising out of deliberate, willful or intentional non compliance of any statutory provision.
- xx) All claims directly or indirectly occasioned by heppening through or in consequence of or:
 - a. Caused by or arising form or attributable to war, invasion, act of foreign enemy, war like operations (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.
 - b. Ionizing radiations or contamination by radioactivity from any nuclear fuel or *from* any nuclear waste from the combustion of *nuclear* fuel.
 - c. The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- yy) All claims in respect of sterilization operation done, prior to the date of commencement of cover as mentioned in item 3 of the Schedule for claims in respect of Item 4 Section IA/ IB/ ID or Saction II. All claims under Item 4 Section IC, where the date of operation is prior to 29th November 2005, and for operations on or after 29th November 2005, the date of detection is not within the policy period as mentioned in item 3 of the schedule.

Exclusions under Section I

Provided that the Company shall not be liable under this policy for:

1. Claims arising due to injuries / disorders that are pre-existing (whether the insured person is aware or not) at the time when the insured persons was admitted in the hospital for performance of sterilization operation.
2. Claims arising due to any reason, other than attributable to sterilization operation.
3. Any claim resulting from non-observance of or deviation by the acceptor, with regard to any standerd medical precautions or practice prescribed by the doctor after discharge from hospital.
4. Any death or complication arising due to condition directly or indirectly caused by or associated with HIV/AIDS or any venereal diseases.
5. Death or Medical complications whilst the doctor who is operating is under the influence of intoxicating liquor or drugs.
6. Death or Medical complications resulting directly or indirectly from procedures for medical termination of pregnancy or during childbirth unless followed by sterilization procedure.

Exclusions under Section-II



1. The performance of sterilization operations by any doctor other than those qualified and authorized to do so.
2. Claims arising out of any procedure carried out under general anesthesia unless performed in a 'Hospital'.
3. Claims made against the Insured or its accredited doctors for the performance of any surgery other than sterilization operations.
4. This Policy also does not cover liability:
 - A. Arising out of loss of pure financial nature such as loss of good will, loss of market etc.
 - B. Arising out of all personal injuries such as libel, slander, false arrest, wrongful eviction, wrongful detention, defamation, etc, and mental injury, anguish or shock.
 - C. Arising out of fines, penalties, punitive or exemplary damages.
 - D. Services rendered by the doctor while in the influence of intoxicants or narcotics or drugs.

6 GENERAL CONDITIONS

A. APPLICABLE TO SECTION-I and SECTION-II

1. The company shall indemnify the person under Section I undergoing sterilization operation / beneficiary or having undergone as per the benefits and limits laid down under the policy. For the purpose of the insurance policy the person undergoing sterilization operation shall be deemed to be a married person male or female, as per the national protocol issued by the Ministry of Health and Family Welfare. The sterilization operation will be carried out by the doctors under the directions / guidelines of the Ministry of Health and Family Welfare.
2. The Indemnity under Section I applies only to claims arising out of death of any person undergoing or having undergone sterilization operation, or complications or failure of sterilization operation leading to child birth or not leading to child birth.
 - a) Provided that in case the claimant has accepted Indemnification under Section I of A, B, C & D above, he will have no further claim/s under Section II above.
 - b) If the person undergoing or undergone sterilization operation dies, during the stay in or within 7 days of discharge from hospital and the death occurs solely and directly following sterilization operation (inclusive of death during process of sterilization operation), the insurer shall indemnify the spouse and unmarried dependent children and if they are not alive then to the legal heir as per amount specified in the item 4 Section I A of schedule of the policy.
 - c) If the person undergoing or undergone sterilization operation dies within 8 to 30 days from the date of discharge from the hospital and the death occurs solely and directly following sterilization operation, the insurer shall indemnify the spouse and unmarried dependent children and if they are not alive then to the legal heir as per amount specified in the item 4 Section I B of the schedule



- d) If the person undergoing or undergone sterilization operation subsequently develops medical complications following sterilization operation (inclusive of complication during process of sterilization operation) due to sterilization (certified by the CMO) upto 60 days from the date of from the date of discharge sterilization operation, the insurer shall reimburse the cost of treating such medical complication, defined hereunder, as per the limit specified in Item 4 Section I D of the schedule.
- e) If the female conceives (duly certified by the CMO) after having undergone sterilization operation and such pregnancy leads to childbirth or is medically terminated thereby not leading to childbirth, the Insurer shall compensate the person having undergone sterilization as per the limit specified in Item 4 Section I C of the schedule.
- f) In case of male undergone sterilization operation and a motility is noticed in the semen test report after 3 months of sterilization operation, the insurer shall compensate the person having undergone sterilization as per the limit specified in Item 4 Section I C of the schedule.
3. The indemnity under Section II applies only to claims caused by or alleged to have been caused by Error Omission or Negligence in sterilization operation conducted by the Government Doctor / any private accredited Doctor/Health Facility hired by the Government for such operations. For any claim under this to be admissible the operation should have been performed in the Policy period as mentioned in item 3 of the Schedule.
4. There shall be no liability hereunder for any claim made against the insured or the doctor / health facility for ect committed or alleged to have been committed prior to the Retroactive Date specified in the Schedule i.e. 29th November, 2005 in respect of claims under item 4 Section IC.
5. Company shall not be liable under this policy for compensation under more than one Section in respect of the same eventuality except under section 4 (IC) & 4 (ID).

B. Defence Costs

The Company will pay all costs, fees and expenses (subject to limitations as stated above) incurred in consultation with the Company in the investigation, defence or settlement of any claim made against the Insured and the costs of representation at any inquest, inquiry or other proceedings in respect of matters which have a direct relevance to any claim made or which might be made or which might be made against the Insured provided such claim or claims are the subject of indemnity by the Policy. Such costs, fees and expenses are called Defense costs' under Section II.

C. Notification Extension Clause

Should the Insured notify the Company during the policy period in accordance with General Condition No. 6-A (a) of any specific event or circumstance which the Company accepts may give rise to a claim or claims which form the subject of indemnity by this policy, then the acceptance of such notification means that the Company will deal with such claim or claims as if they had been made against the insured during the policy period. The extension under the Clause will be subject to the maximum time limit laid down under the Indian Limitation Act in force from time to time.

D. Extended Claim Reporting Clause

All claims arising under Section I-C (due to failure of sterilization) shall be accepted from retrospective date i.e. 29th November, 2005, when the risk is first incepted by any Insurer under this claims made



policy (when the claim comes to notice by way of detection during the policy period as mentioned in item 3 of the schedule) and thereafter renewed without break. In the event of non renewal or break in the policy or cancellation of the policy, all claims of failure of sterilization detected upto 180 days after the expiry of the policy shall be accepted and shall be treated as being detected during the Policy provided no insurance is in force during this extended reporting period for the same interest and shall be handled as if they were made on the last day of the expiring policy period subject to the limits of indemnity and the terms, conditions and exceptions of the policy. In case of renewal with other Insurer, all FPIS claims detected during the expired policy shall also be accepted for settlement of claims upto 180 days after the expiry of policy.

E. Claims Series Clause

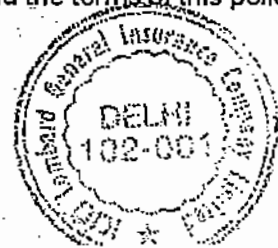
For the purpose of this policy where a series of losses and/or deaths are attributable directly or indirectly to the same cause or error or omission relating to discharge of professional services all such losses and/or death claims shall be added together and all such losses and/or death shall be treated as one claim and such claim shall be deemed to have been made at the point in the time when the first of the claims was made in writing. There shall, however, be no coverage for claims made arising from one specific cause, which are made later than three years after the first claims of the series.

F. Claims Reporting Period

- a) The Insured shall file a claim to the Company preferably within 90 days that may give rise to a claim being made against the Insured and which forms the subject of indemnity under this policy under Section-I.
- b) Every claim, writ and summons (such additional information as the Company may require) or process and all documents relating to the event shall be forwarded to the Company immediately they are received by the Insured (Doctors/Health Facilities) under Section-II.

7. OTHER CONDITIONS

- 1 No admission, offer, promise or payment shall be made or given by or on behalf of the Insured without the written consent of the Company.
- 2 The Insurer would take over the case under Section-II of the policy and conduct in the name of the Insured, the defence of any claims and will have full right in the conduct of any proceedings and in the settlement of any claim and having taken over the defence of any claim may relinquish the same. All amounts expended by the Company in the defense, settlement or payment of any claim will reduce the limits of indemnity specified in the Schedule of the Policy. In the event that the company in its sole discretion chooses to exercise its right pursuant to this condition, no action taken by the Company in the exercise of such right will serve to modify or expand in any manner, the company's liability or obligations under this policy beyond what the Company's liability or obligations would have been, had it not exercised its right under this condition.
- 3 The Insured shall give all such information and assistance as the Company may reasonably require.
- 4 The Insured shall give notice as soon as reasonably practicable of any fact, event or circumstance which materially change the information supplied to the Company at the time when this policy was effected and the Company may amend the terms of this policy.



- 5 The policy and the schedule shall be read together as one contract and any word or expression to which a specific meaning had been attached in any part of this policy or the Schedule shall bear such specific meaning, wherever, it may appear. The terms and exclusions of this policy (and any phrase or word contained therein) shall be interpreted in accordance with the Indian Law. The MOU shall have the precedence over other statements.
6. Any claim received under this policy shall not prejudice other claims under other policies in respect of the same person.

8. Penalty clause: Failure to abide with terms of contract will attract such penalties which could be:

1. Cancellation of policy and
2. The Insurer will pay back to the government within 30 days, the unutilized amount of premium after settlement.
3. In addition to above the Insurer shall pay interest at the rate of 12% per annum on the amount refundable and the Government reserves the right to re-allot the policy to any other insurer as it deems fit for the rest of the period in the event of termination and the Insurer shall not have any claims to it.

and / or

Debarring the Insurer for its participation in any of the Insurance Scheme of this Ministry in future.

9. The company shall not be liable to make any payment under this Policy in respect of any claim, if, such claim shall be in any manner fraudulent or supported by any statement or device whether by insured / beneficiary or any other person on their behalf and/or if the insurance has been continued in consequence of any material mis-statement or the non-disclosure of any material information by or on behalf of, the Insured.

10. Every notice or communication to be given or made under this policy shall be delivered in writing.

11. No compensation payable under this policy shall carry any "interest" and the claims shall be payable in Indian currency only.

12. The premium mentioned in the schedule of the policy is calculated @ Rs. 47/- per acceptor (without service tax) for an estimated number of 50,00,000 cases (provisional). The insured undertakes to furnish declaration at the end of the policy period of the total "sterilization" operations performed in the "hospital" as defined hereunder and undertakes to pay any further amount the company may demand based on the actual total number of sterilization operations performed during the period of insurance mentioned in the schedule hereto. Similarly, in case the total sterilization, operations are less than the cases mentioned in the schedule, the insurer shall refund the premium proportionately.

REFUND OF PREMIUM/ADJUSTMENT OF PREMIUM:

If there is a surplus after the actual claims paid on the premium (excluding Service Tax) at the end of the policy period, after providing 20% of the premium paid towards the Company's administrative cost, in the balance 80% after making provision for claims payment



and outstanding claims, the left over surplus will be refunded by the insurer to the Central Government within 30 days based on the date of reconciliation of the premium.

- α) If number of accepters is increased in the current or next year, the GOI will pay the premium for additional accepters basis on premium quoted for first year only. Further, if the number of accepters is decreased in the current or next year, the Insurer will refund the premium for less accepters' bases on premium quoted for first year only.
 - β) Reconciliation of premium would be done on yearly basis on number of sterilization done and total claims reported upto June next year accordingly:
 - 1) Year 2011 in July 2012
 - 2) Year 2012 in July 2013
 - χ) Difference of premium if any, for that year will be paid accordingly in July next year by the GOI and refund of premium, if any, shall be made by Insurer accordingly.
 - δ) If the liability of the Insurer is exceeded, the Insurer is required to process and pay the claims as per the procedure laid for normal claims. The claim amount so payable by the Insurer against the exceeded liability shall be paid in advance by the GOI on monthly basis subject to submission of MIS in a desired format.
13. The policy shall be renewed by the Govt. of India based on the defined parameters.
14. The claims settlement will be decentralized at States level and the nominated State coordinators of the Insurer will integrate with existing state level machinery of the State Health Department.
15. The Geographical Limit of the policy is within India only.
16. Grievance Redressal Procedure:
- (a) In the event of breach of terms/conditions of the policy, except for reasons beyond its control, the insurer shall be liable for a suitable and reasonable penalty as may be decided by the Joint Secretary, Ministry of Health & Family Welfare, Government of India. However, adequate opportunities shall be given to the Insurer to explain the reasons which will be given due consideration to before imposition of the same.
 - (b) In case of any dispute/difference of opinion /disagreement, the decision of the Additional Secretary (NRHM), Ministry of Health & Family Welfare, would be final and binding on both the parties.
17. Defence costs Sub limit Endorsement: It is understood and agreed that under Section II – Professional Indemnity coverage, the defence costs shall be sub limited to Rs. 5, 000 per incidence in the event of emergency however, in case of the defence costs exceeding the said amount the written approval of insurer is required. In any case the maximum liability of the insurer under the policy shall not exceed the limit of liability as mentioned in the policy schedule.



ANNEXURE - II

COPY OF MOU-2011

BETWEEN GOI & ICICI

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Rs. 100



भारत INDIA

INDIA NON JUDICIAL

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Memorandum of understanding between Ministry of Health & Family Welfare, Government of India and ICICI Lombard General Insurance Company Limited

This memorandum of understanding is executed on day of 31st December, 2010

Between

President of India through the Department of Health and Family Welfare, Ministry of Health and Family Welfare, Government of India having its office at Nirman Bhawan, New Delhi (hereinafter called the Insured).

And

ICICI Lombard General Insurance Company Limited having its registered office at ICICI Bank Towers, Bandra Kurla Complex, Mumbai (hereinafter called the Insurer).

It is hereby agreed by and between the parties hereto as follows:

- 1) A Master Policy known as Family Planning Insurance Scheme issued to the Insured covering acceptors of Sterilization Operations conducted in Government and other Private Accredited Facilities by the State/UT Governments all over India and Indemnity Cover for Doctors/Health



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Facilities carrying out the sterilization activities on the Indian citizens in India.

- 2) The period of this Insurance Agreement will be for **two years from 1st, January, 2011**, subject to renewal on yearly basis based on parameters fixed by the Central Government for renewal.
- 3) This policy is a renewal to the expiring Policy-2010 and shall remain in operation **from 00.00 hours of 1st January, 2011 to 31st December 2011.**
- 4) This policy shall provide the following benefits with sub limits to the members of the Insured:

Section	Coverage	Limits
IA	Death <i>following</i> sterilization in hospital (inclusive of death during process of sterilization operation) or within 7 days from the date of discharge from the hospital.	Rs. 2 lakh.
IB	Death <i>following</i> sterilization within 8 - 30 days from the date of discharge from the hospital.	Rs. 50,000/-.
IC	Failure of Sterilization	Rs 30,000/-.
ID	Cost of treatment <i>in hospital and</i> upto 60 days arising out of complication following sterilization operation (inclusive of complication during process of sterilization operation) from the date of discharge.	Actual not exceeding Rs 25,000/-.
II	Indemnity Insurance per Doctor/Facility but not more than 4 in a year.	Upto Rs. 2 Lakh per claim

Note: The liability of the Insurance Company shall not exceed Rs.25.00 crore in a Policy year under Section-I and Rs. 1.00 crore under Section -II.

- 5) **Liability under the Policy** of the Insurer shall **not exceed Rs. 25.00 Crore** in a Policy year **under Section-I** (related to Death, Failure and Complication cases) & **Rs 1.00 crore** in a Policy year **under Section-II** (related to Errors & Omissions for Doctors & Health Facilities).
- 6) The premium shall be paid by Government of India before the commencement of the policy and will be based on the estimated number of **50 lakh** sterilization operations to be conducted and shall be subject to adjustment at the end of the policy period on the basis of actual number of operations conducted in Government/ Accredited facility.
- 7) The **premium quoted** by the Insurer shall be applicable **per year** for the entire period of **two years agreement** on per person basis under FPIS scheme.
- 8) If, **there is a surplus**, after the actual claims paid on the premium (excluding Service Tax) at the end of the policy period, after providing 20%



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of the premium paid towards the Company's administrative cost, in the balance 80% after making provision for claims payment and outstanding claims, the leftover surplus will be refunded by the Insurer to the Central Government/Nodal agency within 30 days based on the date of reconciliation of the premium.

NOTE:

a) Number of accepters on estimated basis would be **50 lakh** during the first year and shall be determined/ fixed based on estimates of preceding years.

b) If number of accepters is increased in the current or next year, the GOI will pay the premium for additional accepter's basis on premium quoted for first year only. Further, if the number of accepters is decreased in the current or next year, the Insurer will refund the premium for less accepter's bases on premium quoted for first year only.

c) Reconciliation of premium would be done on yearly basis on number of sterilization done and total claims reported upto June next year accordingly:

- 1) Year 2011 in July 2012
- 2) Year 2012 in July 2013

d) Difference of premium if any, for that year will be paid accordingly in July next year by the GOI and refund of premium, if any, shall be made by Insurer accordingly.

e) If the liability of the Insurer is exceeded, the Insurer is required to process and pay the claims as per the procedure laid for normal claims. The claim amount so payable by the Insurer against the exceeded liability shall be paid in advance by the GOI on monthly basis subject to submission of MIS in a desired format.

9) **All claims arising under Section I-C** (due to Failure of Sterilization) shall be accepted from **retrospective** date i.e. 29th November, 2005, when the risk is first incepted by any Insurer under this claims made policy (when the claim comes to notice by way of detection during the policy period) and thereafter renewed without break. In case of non-renewal or break in the policy or cancellation of the policy, all claims of Failure of Sterilization detected upto 180 days after the expiry of the policy shall be accepted and shall be treated as being detected during the Policy. Further, in case of renewal with other Insurer, all FPIS claims detected during the expired policy shall also be accepted for settlement of claims upto 180 days after the expiry of policy.

10) All services shall be given by the Insurer. **No TPA** shall be involved in the providing the services under the scheme. **Insurer is required** to designate **one dedicated officer** having full fledged office **at State level** to coordinate with State and District officials and to perform all activities related to the

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scheme. Further, Insurer will setup a **dedicated team of minimum five officials** with adequate infrastructure exclusively at Delhi to coordinate with Central and State officials and to perform all activities related to the scheme.

- 11) All the Doctors/Health Facilities including Doctors/Health Facilities of Central, State, Local-Self Governments, other Public Sectors and all Doctors/Health Facilities of Non-Government and Private Sectors Empanelled/Accredited with District Health Authority rendering Family Planning Services **and** conducting such operations shall be indemnified against the claims arising on them out of Failure of Sterilization, Death or Medical Complication resulting there from up to a maximum amount of Rs. 2.00 lakh per Doctor/Health Facility per case, maximum up to 4 cases per Doctor/Health Facility per year by the Insurer. The cover would also include the legal costs and actual modality of defending the prosecuted Doctor/Health Facility in the Court, which would be borne by the Insurance Company with certain limit **within the limits of Section II.**
- 12) The **Consent Form** filled in by the person at the time of enrolling himself/herself for sterilization operation duly countersigned at the medical facility shall be the **proof of coverage** under the scheme.
- 13) For the purpose of verification and medical evaluation of the claim lodged by the beneficiary, the State/UT Governments has formed/shall form a 'Quality Assurance Committee' (QAC) **and for all purpose the authority shall be with CMO/CDMO/CHMO/CDHMO/DMO/DHO/Joint Director designated for this purpose at district.**
- 14) On arising of any claim **under Section-I** of the policy, the beneficiary, through their designated hospital and doctors, shall immediately fill up claim form. The claim form shall be duly completed in all respects by the beneficiary and shall be certified /authenticated by the CMO/CDMO /CHMO/CDHMO/DMO/ DHO/ Joint Director designated for this purpose at district level. This will be sent to the State Coordinator of the Insurer along with required documents **as specified at Sr. No. 28 (A), (B) and (C)** preferably within **90 days** from the date of detection of the covered cause **documented.**
- 15) **In case of claims for Death under Section 1A &1B** of the acceptor following sterilization operation, copy of Death Certificate issued by Hospital / Municipality or any other Authority designated duly attested by the CMO/CDMO/CHMO/ CDHMO/ DMO/DHO/ Joint Director designated for this purpose at district level shall be accepted.
- 16) **Claims under Section 1A - Death (following sterilization) in hospital or within 7 days** from the date of discharge from the hospital and **under Section 1B - Death (following sterilization) within 8-30 days** from the date of discharge from the hospital shall be paid equally in favour of the spouse and unmarried dependent children whose names are appearing in

B. In case of Vasectomy

I. Semen test report

NOTE: Any one of the above document for failure of sterilization would be sufficient for processing the claim under this section.

- 21) In case of claims arising due to Medical Complications under Section 1D** following sterilization operation, the CMO/CDMO/CHMO/CDHMO /DMO/ DHO/Joint Director designated for this purpose at district level shall certify the cost of treatment of such complications incurred by the beneficiary and or hospital. Relevant **bills/cash memos in originals, prescriptions and diagnostic reports**, shall support the cost of treatment. Any expenses incurred by the Government Hospital for the treatment of the said complication in addition to the expenses incurred by the beneficiary, shall also be reimbursed to the District Rogi Kalyan Samiti (RKS) subject to the limits mentioned in the policy for such cases. District Authority designated for this purpose at District level shall clearly indicate the bifurcation of the reimbursement to beneficiary and RKS on the Claim cum Medical Certificate subject to the limit of coverage.
- 22) The claims processing under Section-I** shall be decentralized at State level and designated representative of the Insurer will integrate with existing State and District level machinery of the Insured. The claim settlement/issue of cheques shall be done from the office of the Insurer based at Delhi.
- 23) Stipulated time limit for settlement of claims** under Section-I of the policy would be 15 working days in case of death and 21 days in case of others, after submission of all required documents.
- 24) For claims under Section - II of the policy**, the doctor/facility receiving any legal notice/summons from the court shall immediately inform, in writing to the office of the Insurer at **ICICI Lombard General Insurance Co. Ltd., 3rd Floor Narain Manzil, 23, Barakhamba Road New Delhi**. Thereafter, the Insurance Company would take over entire defense process of the case, including engagement of advocate and payment of legal expenses. However, Insurer shall not be liable to pay more than the amount mentioned in the **Section - II** in any case, under all heads.
- 25) On receiving the documents in original or as agreed under Section -II** as mentioned against **S. No. 28 (D)**, the Insurance Company will exercise its right and the doctor/ Facilities, who has been made party to the case, shall co-operate with the insurer and assist in arranging proper defense of the case. In emergent circumstances the defense cost if any incurred by the doctor/ facility shall be reimbursable subject to the agreed limit under the policy.
- 26) In case of any claim is found untenable**, the Insurer shall communicate in detail, the reason of rejection of claim to the respective CMO/ CDMO/ CHMO/ CDHMO/DMO / DHO/Joint Director of the district for this purpose

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the consent form /claim form. In case of no spouse, the payment shall be made to the unmarried dependent children. Insurer will first reimburse Rs 50000/- to RKS of the district, in case this amount is paid by RKS as ex-gratia and the balance amount will be paid to other eligible members of the deceased.

17) In the event of Death under Section - IA above, the **Rogi kalayan Samities (RKSs)** at district level would be paying Rs. 50,000/- as an ex gratia to the first kin of the deceased, if, death of the acceptor has taken place following sterilization during hospitalization or within the 7 days of the discharge from the hospital. This ex gratia amount of Rs. 50,000 would be reimbursed to RKSs while settling the claim and rest amount shall be paid to other eligible dependents by the Insurer as per procedures laid down in the manual subject to admissibility of the claim under Insurance Scheme. District authority designated for this purpose at district level shall clearly indicate the amount to be paid to the eligible beneficiary and RKS on the claim cum medical certificate as per manual.

18) If dependent children are minor, the payment shall be made by the insurer in the name of minor children. The cheques in this case would be issued by the insurer in the name of minor beneficiary with the following endorsement (overleaf);

"Amount to be deposited as FDR in the name of minor Sh /Ku till the minor attains the maturity. No premature payment of FDR is allowed. Quarterly interest may be paid to the guardian".

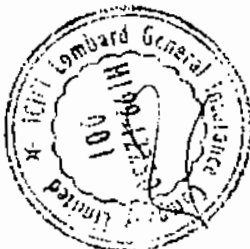
In case, there are no surviving spouse/unmarried dependent children, the claim shall than be payable to the legal heir of the deceased acceptor subject to production of legal heir certificate.

19) The claim under Section 1C (Failure of Sterilization) & Section 1D (Complications arising out of sterilization) shall be paid by the Insurer in the name of beneficiary.

20) In case of claims for Failure of Sterilization under Section I C, the certification shall be done by the CMO/CDMO/CHMO/CDHMO/ DMO/ DHO/Joint Director designated for this purpose at district level. The detection should be considered by any one of the following diagnostic report confirming failure of sterilization.

A. In case of Tubectomy:

1. Urine test report supported by Physical examination report/ A N card/ USG report
2. MTP report
3. Physical Examination Report
4. USG Report
5. In extreme cases Birth Certificate in case of full term pregnancy.



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with a copy to the beneficiary and State Nodal Officer. Such claims shall be reviewed by the Central Committee on monthly /quarterly basis.

27) Any claim received under Section-I of this policy shall not prejudice other claims under other policies in respect of the same person. The Insurer shall not be liable under this policy for compensation under more than one section in respect of the same eventuality except under section (IC) and (ID).

28) Requirement of documents for claims under the scheme:

Based on the following documents, claims shall be processed by the Insurer under different section of the scheme:

A. Death following sterilization:

- a) **Claim Form cum Medical Certificate in original** duly signed and stamped by the CMO/CDMO/CHMO/CDHMO/DMO/ Joint Director designated for this purpose at district level.
- b) **Copy of Consent Form duly attested** by CMO/ CDMO/ CHMO/ CDHMO / DMO/DHO/ Joint Director designated for this purpose at district level.
- c) **Copy of Sterilization Certificate duly attested** by CMO/ CDMO/ CHMO/ CDHMO / DMO/DHO/ Joint Director designated for this purpose at district level. This will not be required if, the death has taken place during the process of sterilization operation.
- d) **Copy of proof of Post Operative Procedure/Discharge Certificate duly attested** by CMO/CDMO/ CHMO/CDHMO /DMO/DHO/Joint Director designated for this purpose at district level.
- e) **Copy of Death Certificate issued by Hospital/Municipality or authority designated duly attested** by the CMO/ CDMO/ CHMO/ CDHMO/ DMO/DHO/ Joint Director designated for this purpose at district level.

B. Failure of Sterilization:

- a) **Claim Form cum Medical Certificate in original** duly signed and stamped by the CMO/CDMO/CHMO/DMO/DHO/ Joint Director designated for this purpose at district level.
- b) **Copy of Consent Form duly attested** by CMO/ CDMO/ CHMO / CDHMO / DMO /DHO / Joint Director designated for this purpose at district level.
- c) **Copy of Sterilization Certificate duly attested** by CMO/ CDMO/ CHMO/ CDHMO / DMO/DHO/ Joint Director designated for this purpose at district level. This will not be required if, the death has taken place during the process of sterilization operation.
- d) **Copy of any of the following diagnostic reports confirming failure of sterilization duly attested** by CMO/CDMO/CHMO/

CDHMO / DMO/DHO/ Joint Director designated for this purpose at district level.

i. In case of tubectomy these reports may be:

1. Urine test report **supported by Physical examination report/A N card/ USG report**
2. MTP report
3. Physical examination report
4. USG report or
5. In extreme cases Birth Certificate in case of delivery.

ii. In case of vasectomy

- 1 Semen test report

NOTE: Any one of the above i or ii, document detecting failure of sterilization would be sufficient for processing the claim under this section.

C. Complication following sterilization:

- a) **Claim Form cum Medical Certificate in original** duly signed and stamped by the CMO/CDMO/CHMO/ CDHMO/DMO/DHO/ Joint Director designated for this purpose at district level.
- b) **Copy of Consent Form duly attested** by CMO/CDMO/CHMO/ CDHMO/DMO/DHO/Joint Director designated for this purpose at district level.
- c) **Copy of Sterilization Certificate duly attested** by CMO/CDMO/ CHMO/CDHMO/DMO/DHO designated for this purpose at district level.
- d) **Original bills/receipts/cash memos along with original prescription and case sheet** confirming treatment taken for complication following sterilization operation.

NOTE: NO FURTHER DOCUMENT WOULD BE ASKED BY THE INSURER APART MENTIONED UNDER 28 (A, B, & C) ABOVE.

D. Claims under Indemnity Cover:

- a) Intimation in writing
- b) Copy of summon/FIR
- c) Copy of sterilization certificate
- d) Copy of consent form
- e) Certificate from CMO/ CDMO/ CHMO/ CDHMO/ DMO/ DMO /Joint Director designated for this purpose at district level confirming that the sterilization operation was conducted by the doctor etc.



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f) Any other document required by the insurer required related to the sterilization procedure for contesting the case on behalf of doctor/health facility.

29. The Insurance Policy will lay down the terms and conditions, exclusions as well as the premium chargeable in conformity to the FPIS scheme.

30. Eligibility/Qualification of Doctors for conducting sterilization procedures and Criteria for Empanelment/Accreditations of the Private Doctors/Health Facilities has been done /shall be done by State Government as per norms laid down in the prescribed manual issued by Government of India.

31. Parameters for review the scheme: Following parameter are fixed for reviewing the performance of Insurer. To review the scheme every year for imposing penalty based on two years agreement, GOI may impose the some % of premium as penalty on **monthly/quarterly** basis:

1. Time taken for settlement of claims under A. shall be evaluated on monthly basis and under B. shall be evaluated on quarterly basis and penalty shall be imposed on the claim amount as under:

A. Death claims	Settlement %
Period	
▪ Up to 15 days:	50%
▪ 16 - 21 days:	50%
B. Others	
▪ Up to 21 days:	20%
▪ 22- 30 days:	40%
▪ 60 days:	20%
▪ 61-90 days:	10%,

2. Camps not organized for settlement of claims for pendency beyond 60 days at state level.
3. Visits not made to districts for clearance of claims (more than 5 claims are pending).
4. Monthly meetings not held with State Nodal coordinators in each state with State Nodal Officer in the 2nd or 3rd week.
5. Not responding to the communications received from Central/ State Government and Beneficiaries.

32 Monitoring of the scheme:

The scheme will be monitored by Central and State Monitoring Committees on monthly / quarterly basis:

1. State Monitoring Committee shall conduct quarterly review of all pending matters including pending claims. Mission Director (NRHM)



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shall head this committee which will be represented by the State Nodal officer of the State Govt., Insurer etc.

2. The State Nodal Officer nominated by the State Government from the Directorate of Health & Family Welfare shall review all pending matters including pending claims on monthly basis.
3. The Central Monitoring Committee shall conduct quarterly review of all matters including pending claims. Joint Secretary, MOH&FW, GOI shall head this Committee which will be represented by the State Nodal officers from State Government, Insurer etc.
4. The National Nodal Officer of Central Government will review all matters relating to FPIS including claims on monthly basis at National Level.
5. Insurer will provide the State wise district wise claim statement to Central, State Government and District Office on monthly basis by 7th - 10th of the following month on a prescribed format.
6. The Central Committee will examine all repudiated claim and to direct the Insurer to pay the claims falling under the terms of the policy. The Insurer further agrees to provide access to the Central Committee/National Nodal Officer or any designated authority their records for this purpose.

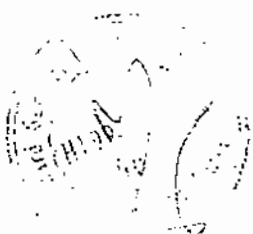
33. Mechanism for Awareness generation:

Insurer **will** create an awareness of the scheme on all India bases and would take necessary steps as under:

- a) Insurer will print sufficient number of copies of Claim form cum Medical Certificates in various languages and Guidelines for District officials approved by MOHFW for distribution to the Districts and other authorities.
- b) Insurer will arrange a National Conference to keep aware of this scheme to all the State Nodal Officers in consultation with Government of India.
- c) Insurer will organize Orientation Workshops in the States for the district officials and other stake holders in consultation with State.
- d) Will hold claim clearance camps at State level and District Level.
- e) Brochure, pamphlets shall be designed and printed by the Insurer, as approved by GOI, and shall be distributed to district authorities by the state coordinators of the insurer.

34. Grievance Redressal Procedure:

- A. In the event of breach of terms/Conditions of the policy, except for reasons beyond its control, the Insurer shall be liable for a suitable



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- 5) If pendency of claims are more than 60 days. A deficiency clearance camp shall be organized at State level with the help of State Nodal Officer.
- 6) Such matters may also be brought to the knowledge of State officials during monthly/quarterly review meetings.

36. Penalty clause: Failure to abide with terms of contract will attract such penalties which could be:

- 1) Cancellation of policy and
- 2) The Insurer will pay back to the government within 30 days, the unutilized amount of premium after settlement.
- 3) In addition to above the Insurer shall pay interest at the rate of 12% per annum on the amount refundable and the Government reserves the right to re-allot the policy to any other insurer as it deems fit for the rest of the period in the event of termination and the Insurer shall not have any claims to it.

and / or

- d) Debarring the insurer for its participation in any of the insurance scheme of this Ministry in future.

37. Standardization of formats:

Standard format as prescribed by the Government of India shall be used for the purpose of scheme by the Insurance Company.

38. DEDICATED BANK ACCOUNT FOR SCHEME:

The Insurer shall maintain a dedicated bank account for this scheme. The statement of claim amount paid by the Insurer to the beneficiaries for covered cause under the FPIS shall be submitted on monthly to review the payments.

39. Other activity:

- a. MIS shall be generated by the Insurer for claims reported, claims paid, claims outstanding and Claims repudiated etc. in a prescribed format and submitted to District/ State Govt. / Central Govt. on monthly basis and as & when required. Insurer will also provide any information required by the Central Government related to the scheme.
- b. The Insurer will arrange the National and State level Workshops for the capacity building of the State Government and their representatives including District Officials and other stake holders at each State at the convenience of the Insured.
- c. The Insurer State Coordinators would meet on a monthly basis or as and when required with the appropriate authority nominated by the State Nodal Agency at State to monitor the progress of the claims and/ or any other issues.



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and reasonable penalty as may be decided by the Joint Secretary, Ministry of Health & Family Welfare, Government of India. However, adequate opportunities shall be given to the insurer to explain the reasons which will be given due consideration to before imposition of the same.

- B.** In case of any dispute/difference of opinion/disagreement, the decision of the Additional Secretary (NRHM), Ministry of Health & Family Welfare, would be final and binding on both the parties.

35. Role of the State Coordinators of Insurer:

- a)** Organize orientation program at State level for district officials & the State officials as well as other Government Authorities for the Family Planning Insurance Scheme.
- b)** To liaison with State Nodal Officer appointed by the State Government and hold monthly meeting in the 2nd /3rd week of the month. The minutes of the same shall be drawn by State Coordinator of Insurer and the same will be sent directly to State and Central Government.
- c)** To participate in review meeting at State level on monthly/quarterly basis.
- d)** To provide the monthly statement to State Nodal Officer and District Officials in the prescribed format as agreed by the GOI.
- e)** Processing of claims:
 - 1)** On receiving the claim papers proper acknowledgement must be **made** by putting the stamp on all documents and process the claim.
 - 2)** In case the documents are incomplete, inform in writing, the specific deficiency, to the District authority within 5 working days from the day of receiving the claim papers. If the desired documents / information do not reach within 15 days then, send the first reminder within 15 days from the day, the first letter was sent. Thereafter, subsequent reminders and Telephonic reminder for relevant document.
 - 3)** If no response is received from CMO/CDMO/ CHMO/ CDHMO/ DMO/ DMO/Joint Director designated for this purpose at district level, inform the State Nodal Officer of the State for necessary follow up. Copy of all correspondence shall be sent to State Nodal Officer.
 - 4)** If more than 5 claims are pending from any of the district, to visit the respective CMO/ CDMO/ CHMO/ CDHMO/ DMO/ DMO/ Joint Director designated for this purpose at district level for getting necessary compliance.



d. Toll free number with a facility of a minimum of 05 lines would be provided by the insurer for enquiring the claim status as well as for any kind of complaint. The cost of operating of the number shall be borne solely by the Insurer. The toll free numbers will be restricted only to the incoming calls of the clients only. Outward facilities from those numbers will be barred to prevent misuse. The required information shall be captured on daily basis by the insurer.

40. The Precedence of MoU

The MOU has precedence over other statements.

41. Modification of MoU

The MOU may be modified/amended as and when the need arises in mutual agreement between the Government and Insurer.

In witness thereof this agreement is executed by or on behalf of the parties the day and year signed and delivered by the within named:

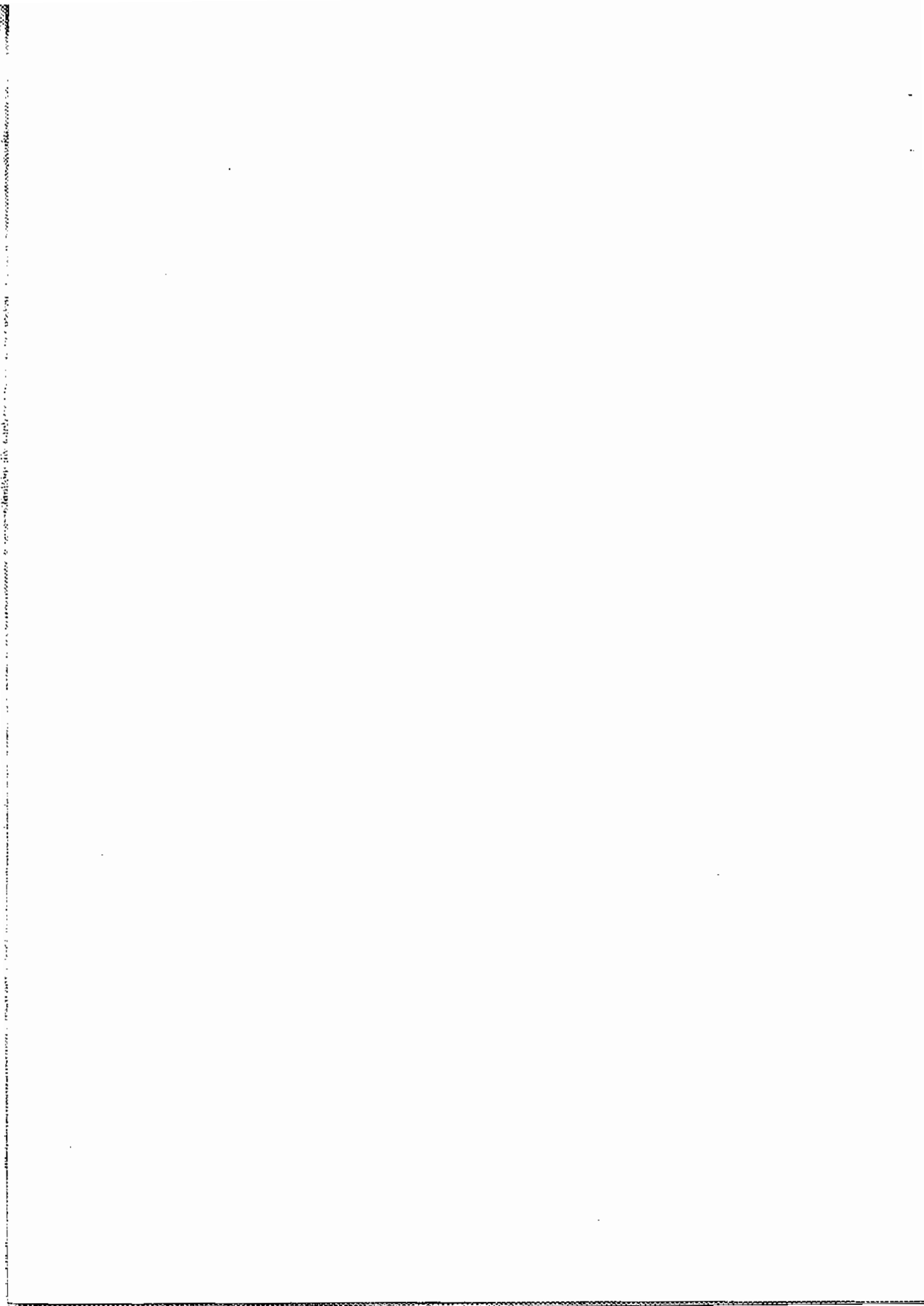
<p><i>NAZEEH KHAN</i></p> <p>Date: 07/01/2011</p>	<p><i>(AMIT MOHAN PRASAD)</i> 47. Secretary</p> <p>Date: 7.1.2011</p>
<p>ICICI Lombard Gen.Ins.Co.Ltd.</p> <p>Duly authorized</p> <p>For and on behalf of the ICICI Lombard Gen.Ins.Co.Ltd.</p>	<p>Ministry of Health & Family Welfare, Nirman Bhawan, Government of India. New Delhi</p> <p>Duly authorized</p> <p>For & on behalf of the President of India</p>

(1) Witness - Name & address:
Deepak Khanna,
2nd Floor, Lombard Global.
Signature: *Deepak Khanna*

(2) Witness - Name & address:
Rajeev K. Pandey
ICICI Lombard Gen Ins Co Ltd.
Signature: *Rajeev K. Pandey*

(1) Witness - Name & address:
Pravin
Signature: *Pravin*

(2) Witness - Name & address:
S. Prakash
Signature: *S. Prakash*
D.R. Sr. Secretary
National Council Health (NH)
MCHFW, NIRMAL BHAWAN, NDLE



ANNEXURE - III

LIST OF

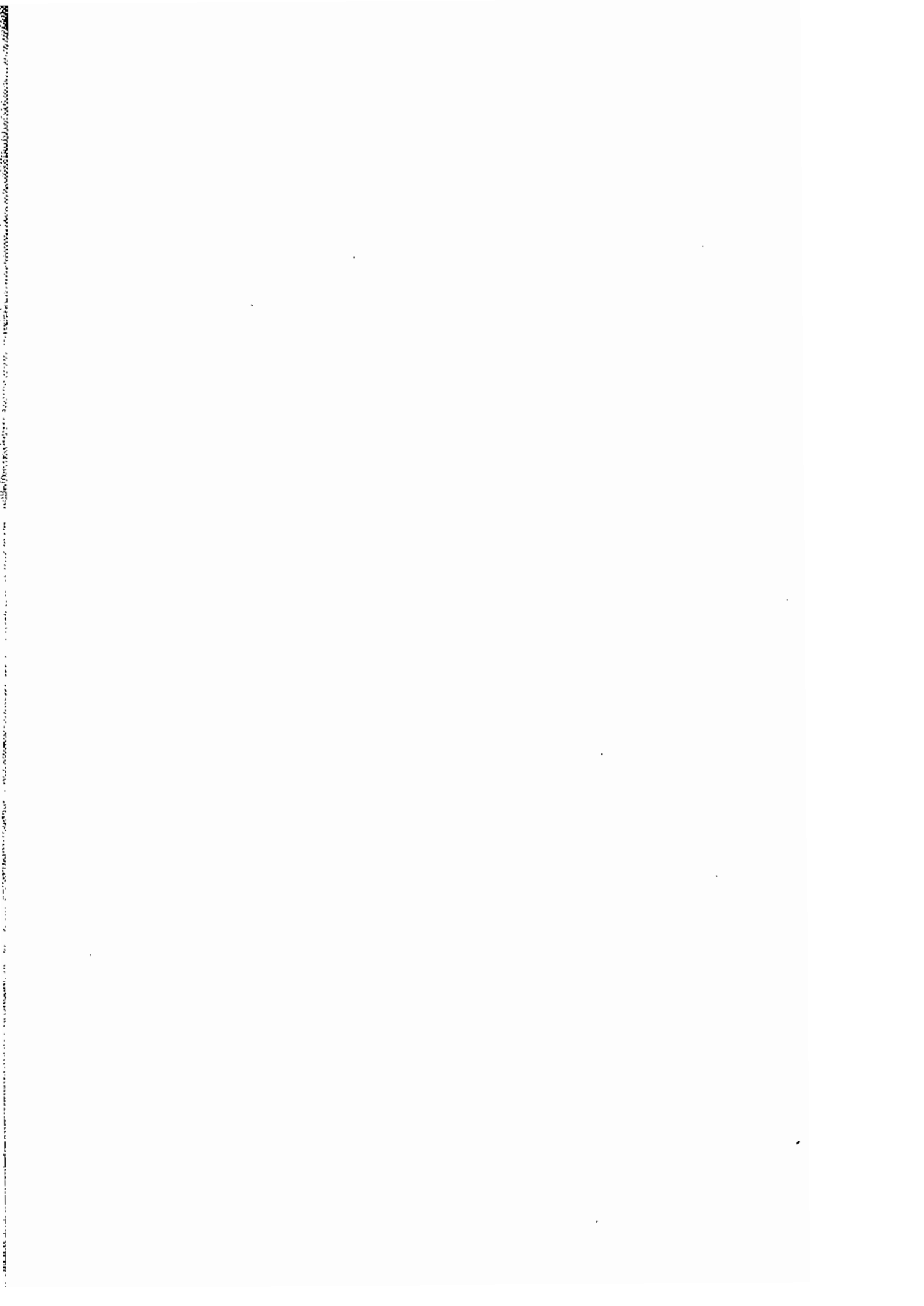
STATE COORDINATORS OF

ICICI LOMBARD

	Name	Address of the Offices	Designation of the Coordinator	E-mail & Contact Number
1	2	3	4	
Central Level Team				
New Delhi				
1	Deepak Khanna	3 rd Floor, Narain Manzil, 23 Barakhambha Road, New Delhi-110001 S-13, 1 st & 2 nd Floor, Green Park Ext, Uphaar Cinema Complex, New Delhi - 110016	AVP	deepak.khanna@icicilombard.com 9953557578
2	Ritu Arora		Area Manager	ritu.arora@icicilombard.com 9999888763
3	Vandana Bhardwaj		Area Manager	vandana.bhardwaj@icicilombard.com 9873915305
4	Rajesh Kumar		CSM	rajesh.kuma@icicilombard.com 9873914730
5	Rajni Kedia		Manager	rajni.kedia@icicilombard.com 9999039237
State Level Team				
1	Andhra Pradesh SBV Praveen Kumar	D. No- 6-3-352/1- Osman Plaza, 3 rd & 4 th Floor, Road#1, Banjara Hills, Panjagutta, Hyderabad-500034	Manager	sbv.kumar@icicilombard.com 9885067810
2	Assam Shailendra Rai	Mayur Garden, ABC Bus Stop, GS Road, Guwahati-781005	Area Manager	Shailendra.r@icicilombard.com 9706010467
	Meghalaya Shailendra Rai		Area Manager	Shailendra.r@icicilombard.com 9706010467
	Tripura Shailendra Rai		Area Manager	Shailendra.r@icicilombard.com 9706010467
	Manipur Shailendra Rai		Area Manager	Shailendra.r@icicilombard.com 9706010467
	Sikkim Shailendra Rai		Area Manager	shailendra.r@icicilombard.com 9706010467
	Nagaland Shailendra Rai		Area Manager	shailendra.r@icicilombard.com 9706010467
3	Bihar Ms. Mayurika	UMA Complex, 2 nd Floor, Frazer Road, Patna-800001	Area Manager	adeeb.anwar@icicilombard.com 8051808997
4	Chattisgarh Rahul Mishra	Ground Floor, Vanijya Bhawan, Devendra Nagar Road, Raipur-492001	Manager	Rahul.mishra@icicilombard.com 9937177799

5	Chandigarh Aman Manchanda	1 st Floor, SCO 24-25, Sec-8C, Madhya Marg, Chandigarh-160017	Regional Manager	Aman.manchanda@icicilombard.com 9915018432
	Haryana Aman Manchanda		Regional Manager	Aman.manchanda@icicilombard.com 9915018432
	Punjab Aman Manchanda		Regional Manager	Aman.manchanda@icicilombard.com 9915018432
6	Delhi Ritu Arora	3 rd Floor, Narain Manzil, 23, Barakhamba Road, New Delhi-110001	Area Manager	ritu.arora@icicilombard.com 9999888763
7	Goa Nikhil Shetye	Zenith House, Keshavrao Khade Marg, Mahalaxmi, Mumbai-400024	Relation ship Manager	nikhil.shetye@icicilombard.com 9920740145
	Maharashtra Nikhil Shetye		Relation ship Manager	nikhil.shetye@icicilombard.com 9920740145
8	Gujarat Mohit Dyundi	Zodiac Square, Office Nos. 7-9, Opp. Gurudwara, Bodakdev SG Road, Ahmedabad-380054	Manager	mohit.dyundi@icicilombard.com 9909975002
9	Himanchal Pradesh Vishal Sharma	ICICI bank Ltd. The Mall, Shimla-171001	RM	vishal.sharma@ext.icicibank.com 9816647379
10	Jammu & Kashmir Azhar Mirza	Hall No. 301 & 302, 3 rd Floor, North Block, A-1 Bahu Plaza, Jammu 180004	Area Manager	azhar.mirza@icicilombard.com 9906079807
11	Jharkhand Probir Mukherjee	2 nd Floor, Ashirwad Mansion, Plot #1794, Main Road, Opp. Tirath Apts, Ranchi	RM	probir.mukherjee@icicilombard.com 8051711966
12	Karnataka Srinivasa Vemuri	2 nd Floor, SVR Complex, 89, Hosur Main Road, Madivala, Koramangala, Bangalore-560068	Manager	Vsrinivasa.vemuri@icicilombard.com 9176650029
13	Kerala Rajgopal Kochaniyan	Ground Floor, Mahesh Estate VAZHUTHACATU Thiruvananthapur	Area Manager	rajgopal.kochaniyan@icicilombard.com 9645091129

		am 685014		
14	Madhya Pradesh Asif Khan	Alankar Palace, 2 nd Floor, Commrcial Complex, Plot # 10 & 11, MP Nagar, Zone II, Bhopal- 462011	Regional Manager	asif.khan@icicilombard.com 9752095382
15	Orissa Maanbendra Sarangi	Epari Plaza, 2 nd Floor, Plot# C/653, Janpath, Unit 3, Bhubaneswar- 751001	Area Manager	maanbendra.sarangi@icicilombard.com 9583117777
16	Rajasthan Kapil Baraya	Bhagwati bhawan, 2nd floor above p.l. motors, mi road, Jaipur-302001	Area Manager	kapil.baraya@icicilombard.com 9783566999
17	Tamil Nadu Padma Ganesh	Chotabhai Centre, 140, 2 nd & 3 rd Floor, Nungambakkam High Road, Chennai-600034	Manager	Padma.ganesh@icicilombard.com 9884407325
	Pondicherry Padma Ganesh		Manager	Padma.ganesh@icicilombard.com 9884407325
18	Uttar Pradesh Devi Saha	Eldelco Corporate, 4 th Floor, Chambers-1, Vibhuti Khand, Gomti Nagar, Lucknow-226024	RM	devi.saha@icicilombard.com 9838072873
19	Uttarakhand Jogendra Morya	3 rd Floor, Municipal # 447, Opp. Hotel Great Value, Raipur Road, Dehradun- 248001	RM	jogindcr.morya@ext.icicibank.com 9528812390
20a	West Bengal Chayan Roy	7 th Floor, Apeejay House, 15 Park Street, Kolkata- 700016	RM	chayan.roy@icicilombard.com 987433048
20 b	Mizoram Shailendra Rai	Mayur Garden, ABC Bus Stop, GS Road, Guwahati- 781005	Area Manager	Shailendra.r@icicilombard.com 9706010467
	Arunachal Pradesh Shailendra Rai		Area Manager	Shailendra.r@icicilombard.com 9706010467



ANNEXURE - IV

QUALITY ASSURANCE COMMITTEE

QUALITY ASSURANCE COMMITTEE

Quality Assurance Committee will be formed at the State and Districts level to ensure that the Standards for Female and Male Sterilization as laid down by the GOI are followed in respect of pre-operative measures (for example by way of pathological tests, health and patient etc., operational facilities (for example, sufficient number of necessary equipment and aseptic condition and post operative follow ups). It shall be duty of the Quality Assurance Committee to collect and publish six monthly reports of the number of persons sterilized as well as the number of deaths or complications arising out of the sterilization. The Committee should meet at least once in three months. The composition of the Committee would be as follows:

AT STATE LEVEL:

- Secretary, Medical and Health
- Director Family Welfare (Convener)
- Director (Med. Education)
- One Empanelled Gynaecologist
- One Empanelled Vasectomy Surgeon
- One Anesthetist
- State Nursing Advisor
- Joint Director (FW)/Deputy Director (FW) or any other as determined by the Department of Family Welfare
- One member from accredited private sector
- One representative from the legal cell

Terms of Reference for Committee:

- Visit both public and private facilities providing family planning services in the state to ensure implementation of national standards.
- Review and report deaths/complications following Sterilization in the state.
- Review and report conception due to failure of sterilization in the state.
- Give directions on implementation of measures to improve quality of sterilization services.
- Review the implementation of the National Family Planning Insurance Scheme / payment of compensation in the state.
- Meet once in three months.
- A minimum of three members will constitute the quorum.

AT DISTRICT LEVEL:

- District Collector, Chairperson.
- Chief Medical Officer /District Health Officer (convener)
- One Empanelled Gynaecologist
- One Empanelled Vasectomy Surgeon

- One Anesthetist
- District Family Welfare Officer / RCHO
- One representative from Nursing cadre
- Any other as determined by the Department of Family Welfare
- One representative from the legal cell

Terms of Reference of the committee:

- Conducting medical audit of all deaths related to Sterilization and sending reports to the State QA committee Office.
- Collecting information on all hospitalization cases related to complications following sterilization, as well as sterilization failure.
- Processing all cases of failures, complications requiring hospitalization and deaths following sterilization for payment of compensation with the insurance company or other wise.
- Reviewing all static institutions i.e., Government and accredited Private/NGOs and selected Camps providing sterilization services for quality of care as per the standards and recommend remedial actions for institutions not adhering with standards.
- Meet once in a month.
- A minimum of three members will constitute the quorum.

For the purpose of verification and medical evaluation of the claim lodged by the beneficiary, the State/UT Governments has formed / shall form a 'Quality Assurance Committee' (QAC) and for all purpose the authority shall be with CMO /CDMO /CHMO /CDHMO /DMO /DHO /Joint Director designated for this purpose at district level by the State Government.

ANNEXURE - V

CLAIM FORM

FOR

FAMILY PLANNING

INSURANCE SCHEME

THE ICICI LOMBARD GENERAL INSURANCE COMPANY LTD

CLAIM FORM FOR FAMILY PLANNING INSURANCE SCHEME

1. This form is required to be completed for lodging claim under Section-1 of the Policy.
2. This form is issued without admission of liability and must be completed and returned to the insurance company for processing of claim.
3. **No claim can be admitted unless certified by the CMO/ CDMO/ CHMO/ CDHMO/DMO/DHO/ JOINT DIRECTOR designated for this purpose at district level by the State Government.**

Claim no. (To be allotted by Insurer): _____ Policy No.

1. Details of the Claimant:

Name in full: _____ Present Age: _____ Years
 Relationship with the acceptor of Sterilization: _____
 Residential Address: _____
 _____ Telephone no. _____

2. Details of the person undergone sterilization operation:

Name in Full: _____ Age: _____ Years,
 Son / Daughter of: _____
 Name of the Spouse: _____ Age of the Spouse: _____ Years,
 Address: _____

3. Permanent Business or Occupation: _____

4. Details of Dependent children:

S. No.	Name	Age (Yrs)	Sex (M/F)	Whether Unmarried	If unmarried, Whether dependent
1					
2					
3					
4					
5					

5. (a) Date of Sterilization Operation: _____

(b) Nature of Sterilization operation:

- (i) Tubectomy: _____
- (ii) Vasectomy: _____
- (iii) Laparoscopy: _____
- (iv) MTP followed by sterilization: _____
- (iv) Caesarian operation followed by Sterilization: _____
- (v) Any other surgery followed by sterilization: _____

6. (a) Name and address of the doctor who conducted the operation: _____

(b) Name and address of the hospital where operation was conducted: _____

(c) Nature of claim:

- 1) **Failure of sterilization** not leading to child birth : _____
- 2) **Failure of Sterilization** leading to child birth: _____
- 3) **Medical Complication** due to Sterilization (state exact nature of complication):
 - a. Date: _____
 - b. Details of Complication: _____
 - c. Doctor /Health facility: _____
- 4) **Death following sterilization:**
 - a. Date of Admission: _____ Time: _____
 - b. Date of Discharge : _____ Time: _____
 - c. Date of Death: _____ Time: _____

7. Give details of any disease suffered by acceptor prior to undergoing sterilization operation: _____

8. Are you insured elsewhere? If so, please give details:

- a) Name of the Insurance Company and address: _____
- b) Sum Insured: _____

I HEREBY DECLARE that the particulars are true to the best of my knowledge and warrant the truth of the foregoing particulars in every respect, and I agree that if I have made, or shall make any false or untrue statement, suppression or concealment of fact, my right to the compensation shall be absolutely forfeited.

I hereby claim a sum of Rs. _____/- under the policy, which I agree in full settlement of my claim on the Company under the policy and shall have no further right whatsoever to claim under the policy.

Date: _____ Name of Acceptor/Claimant: _____

Place: _____ Signature (in full) or thumb impression

**MEDICAL CERTIFICATE ISSUED BY CMO/CDMO/CHMO/CDHMO/ DMO/DHO/
JOINT DIRECTOR DESIGNATED FOR THIS PURPOSE AT DISTRICT LEVEL.**

It is certified that Smt/Shri. _____ S/o / W/o:
_____ r/o _____

_____ had undergone sterilization
operation on _____ at hospital _____ and conducted by Dr.
_____ Qualifications _____ posted at _____

Nature of Sterilization operation done:

- (i) Tubectomy: _____
- (ii) Vasectomy: _____
- (iii) Laparoscopy: _____
- (iv) MTP followed by Sterilization: _____
- (iv) Caesarian operation followed by Sterilization: _____
- (v) Any other surgery followed by Sterilization: _____

**I/We have examined all the medical records and documents and hereby
conclude that the sterilization operation is the antecedent cause of:**

- (a) **Failure of Sterilization** not leading to child birth: (____) **(Attach
documentary evidence)**
- (b) **Failure of Sterilization** leading to child birth: (____) **(Attach documentary
evidence).**
- (c) **Medical Complication:** (please give the details as under)
 - (i) Nature of Complication: _____
 - (ii) Period: _____
 - (iii) Expenses incurred for treatment of complication Rs. _____ **(Attach
Original Bills/Receipts/Prescriptions)**
- (d) **Death of Person (cause):** _____
 - a. Date of Admission: _____ Time: _____ b. Date of Discharge: _____ Time: _____
 - c. Date of Death: _____ Time: _____ **(Attach death certificate)**

I have further examined all the particulars stated in the claim form and are in
conformity with my findings and is eligible for a compensation of
Rs..... due to..... (Cause).

**Please pay Rs..... to the district RKS and Rs to the
beneficiary.**

Documents enclosed:

- (a) Original Claim cum Medical certificate () Signature:
- (b) Attested copy of sterilization certificate () Name:
- (c) Attested copy of consent form () Telephone no.:
- (d) _____ () Designation:
- (e) _____ ()

Date:

Seal:

State Coordinating office address of the Insurer:

ANNEXURE - VI & VII

CONSENT FORM

FOR

STERILIZATION OPERATION

cum

MEDICAL RECORDS

& CHECK LIST

FOR FEMALE / MALE

STERILIZATION

**APPLICATION CUM CONSENT FORM FOR STERILISATION
OPERATION**

Name of Health Facility:

Beneficiary Hosp Registration Number: **Date:**/.../20...

1. Name of the Acceptor: Shri/Smt.

2. Name of Husband /Wife: Shri/Smt.

Address

Contact No:

3 Names of all living, unmarried dependent Children

i) Age.....

ii) Age.....

iii) Age.....

iv) Age.....

4. Father's Name of beneficiary: Shri.....

Address:

5. Religion/Nationality:

6. Educational Qualifications:

7. Business/Occupation:

8. Operating Centre:

I, Smt/Shri (Beneficiary) hereby give consent for my sterilization operation. I am married and my husband/wife is alive. My age is ... years and my husband/wife's age is ... years. I have ... (Nos.) male and (Nos.) female living children. The age of my youngest living child is years.

I am aware that I have the option of deciding against the sterilization procedure at any time without sacrificing my rights to other reproductive health services.

a) I have decided to undergo the sterilization / re-sterilization operation on my own without any outside pressure, inducement or force. I declare that I / my spouse has not been sterilized previously (may not be applicable in case of re-sterilization). (....)

(b) I am aware that other methods of contraception are available to me. I know that for all practical purposes this operation is permanent and I also know that there are still some chances of failure of the operation for which the operating doctor and health facility will not be held responsible by me or by my relatives or any other person whomsoever (....)

(c) I am aware that I am undergoing an operation, which carries an element of risk. (....)

(d) The eligibility criteria for the operation have been explained to me, and I affirm that I am eligible to undergo the operation according to the criteria. (....)

- (e) I agree to undergo the operation under any type of anesthesia, which the doctor/health facility thinks suitable for me, and to be given other medicines as considered appropriate by the doctor/health facility concerned. (...)
 - (f) If, after the sterilization operation, I experience a missed menstrual cycle, then I shall report within two weeks of the missed menstrual cycle to the doctor/health facility and may avail of the facility to get an MTP done free of cost. (...)
 - (g) In case of complications following sterilization operation, including failure, and the unlikely event of death following sterilization, I/my spouse and dependent unmarried children will accept the compensation as per the existing provisions of the Government of India "Family Planning Insurance Scheme" as full and final settlement and will not be entitled to claim any compensation over and above the compensation offered under the "Family Planning Insurance Scheme" from any court of law in this regard or any other compensation for upbringing of the child. (...)
 - (h) I agree to come for follow-up visits to the Hospital/Institution/Doctor/health facility as instructed, failing which I shall be responsible for the consequences, if any. (...)
 - (i) I understand that Vasectomy does not result in immediate sterilization. *I agree to come for semen analysis 3 months after the operation to conform the success of sterilization surgery (Azoospermia) failing which I shall be responsible for the consequences, if any. (...)
- (* Applicable for male sterilization cases)

I have read the above information.

The above information has been read out and explained to me in my own language and that this form has the authority of a legal document.

Date:
 Acceptor

Signature or Thumb Impression of the

Name of acceptor:

Signature of Witness (Accepters side):

Full Name:

Signature of witness:

Full Address.....

(Only applicable for those beneficiaries who cannot read and write)

Applicable to cases where the client cannot read and the above information is read out.

Shri/Smt has read/have been fully explained about the contents of the Informed Consent Form in his/her local language.

Signature of Counselor:

Full Name:

Full Address:

Date:

I certify that I have satisfied myself that -

- a. Shri/Smt.....is within the eligible age-group and is medically fit for the sterilization operation.
- b. I have explained all clauses to the client and that this form has the authority of a legal document.
- c. I have filled the Medical record-cum-checklist and followed the standards for _sterilization procedures laid down by the Government of India.

Signature of Operating Doctor

Signature of Medical Officer in-charge of the Facility

(Name of Operating Doctor)

(Name of Medical Officer in-charge of the Facility)

Date:

Date:

Seal

Seal

DENIAL OF STERILIZATION

I certify that Shri/Smt.....is not a suitable client for re-sterilization /sterilization for the following reasons:

- 1.
- 2.

He/ She has been advised the following alternative methods of contraception.

- 1.
- 2.

Signature of the Counselor or
Doctor making the decision**

Date:

Name and full Address:

(** Counselor can be any health personnel including doctor)

**MEDICAL RECORD & CHECK LIST FOR FEMALE/ MALE
STERILIZATION**

(TO BE FILLED BEFORE COMMENCING THE OPERATION)

NAME OF HEALTH FACILITY:

BENEFICIARY REGISTRATION NUMBER: **DATE:**

A. ELIGIBILITY

Client is within eligible age	Yes..... No.....
Client is ever married	Yes..... No.....
Client has at least one child more than one year old	Yes..... No.....
Lab investigations (Hb, urine) undertaken are within normal limits	Yes..... No.....
Medical status as per clinical observation is within normal limits	Yes..... No.....
Mental status as per clinical observation is normal	Yes..... No.....
Local examination done is normal	Yes..... No.....
Informed consent given by the client	Yes..... No.....
Explained to the client that consent form has authority as legal document	Yes..... No.....
Abdominal / pelvic examination has been done in the female and is WNL	Yes..... No.....
Infection prevention practices as per laid down standards	Yes..... No.....

B. MEDICAL HISTORY

Recent medical Illness	Yes.....	No.....
Previous Surgery	Yes.....	No.....
Allergies to medication	Yes.....	No.....
Bleeding Disorder	Yes.....	No.....
Anemia	Yes.....	No.....
Diabetes	Yes.....	No.....
Jaundice or liver disorder	Yes.....	No.....
RTI/STI/PID	Yes.....	No.....
Convulsive disorder	Yes.....	No.....

	Tuberculosis	Yes..... No.....
	Malaria	Yes..... No.....
	Asthma	Yes..... No.....
	Heart Disease	Yes..... No.....
	Hypertension	Yes..... No.....
	Mental Illness	Yes..... No.....
	Sexual Problems	Yes..... No.....
	Prostatitis	Yes..... No.....
	Epididymitis	Yes..... No.....
	H/O Blood Transfusion	Yes..... No.....
	Gynecological problems	Yes..... No.....
	Currently on medication (if yes specify)	Yes..... No.....
	LMP	Date:

Comments.....
.....
.....

C. PHYSICAL EXAMINATION

BP.....Pulse.....Temperature.....

	Lungs	Normal..... Abnormal.....
	Heart	Normal..... Abnormal.....
	Abdomen	Normal..... Abnormal.....

D. LOCAL EXAMINATION

1. MALE STERILIZATION

	Skin of Scrotum	Normal..... Abnormal.....
	Testis	Normal..... Abnormal.....
	Epididymis	Normal..... Abnormal.....
	Hydrocele	Yes..... No.....
	Varicocele	Yes..... No.....
	Hernia	Yes..... No.....
	Vas Deferens	Normal..... Abnormal.....
	Both Vas Palpable	Yes..... No.....

2. FEMALE STERILIZATION

	External Genitalia	Normal..... Abnormal.....
	PV Examination	Normal..... Abnormal.....

PS Examination	Normal..... Abnormal.....
Uterus Position	A/V..... R/V..... Mid position..... Not determined.....
Uterus size	Normal..... Abnormal.....
Uterus Mobility	Yes..... No.....
Cervical Erosion	Yes..... No.....
Adnexa	Normal..... Abnormal.....

Comments.....
.....
.....

ELABORATORY INVESTIGATIONS

Hemoglobin level	.....Gms%	
Urine: Albumin	Yes..... No.....	
Urine- Sugar	Present..... Absent.....	
Urine test for Pregnancy	Positive: Negative:	
Any Other (specify)	..... ..... ..... .....

Name:

Signature of the Examining Doctor

HOSPITAL SEAL

Date:

ANNEXURE - VIII

CRITERIA

FOR

EMPANELMENT

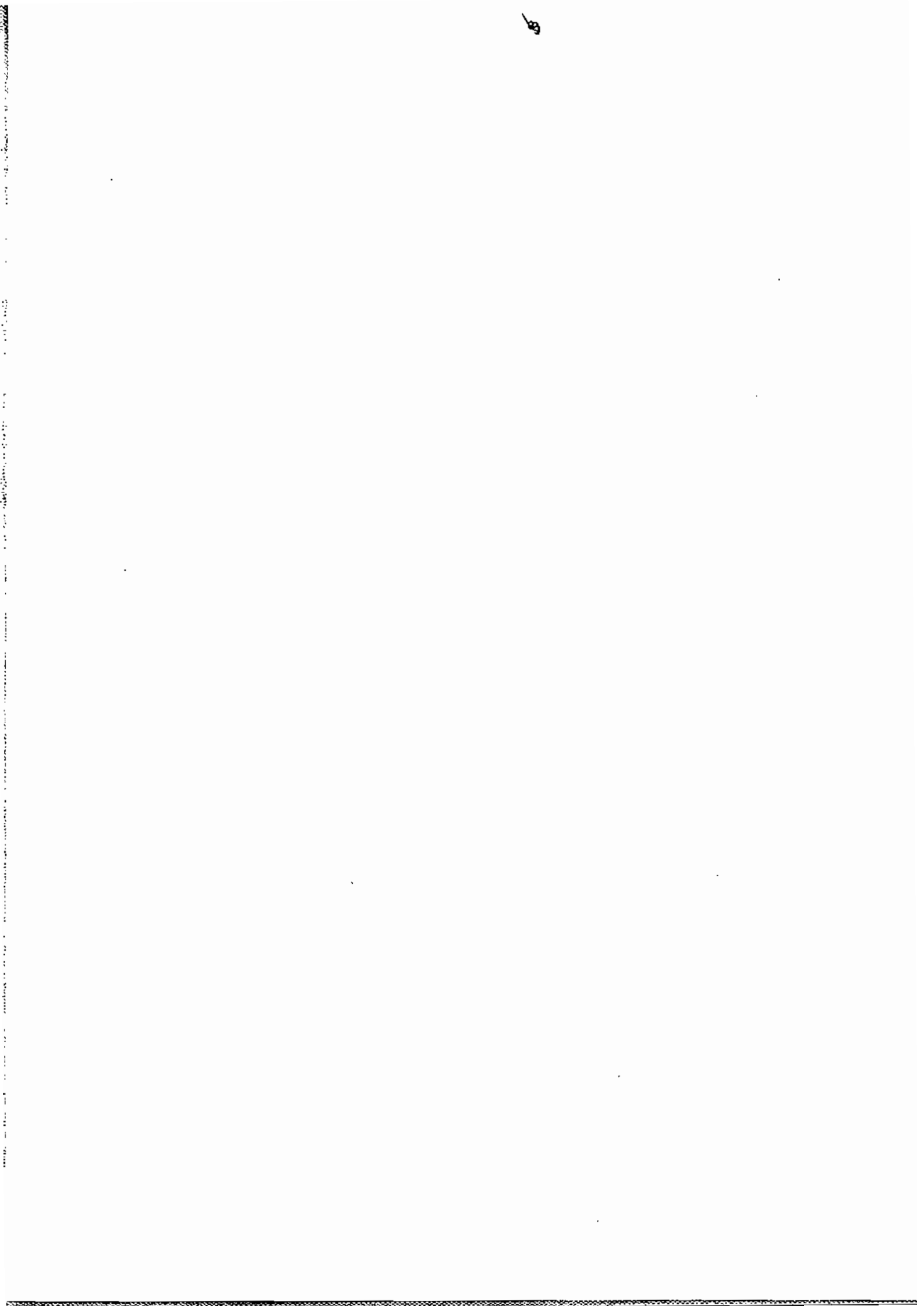
OF A DOCTOR /

ACCREDITATION

OF A HEALTH FACILITY

FOR

STERILIZATION



**CRITERIA FOR EMPANELMENT OF A DOCTOR ACCREDITATION OF A
HEALTH FACILITY FOR STERILIZATION**

PERSONNEL REQUIREMENT

Female Sterilization Male	Male Sterilization
1. MBBS Doctor trained to carry out Minilap Tubectomy OR Gynaecologist with DGO/MD/MS qualification or a surgeon with MS Degree and trained in Laparoscopic sterilization. 2. One OT Staff Nurse/ LHV/ ANM 3. One OT Assistant/ Helper 4. One Anaesthetist – can be hired if necessary.	1. MBBS doctor trained in Vasectomy 2. One Staff Nurse LHV/ ANM / 3. One OT Assistant / Helper 4. One Male worker for counseling and administrative work

INFRASTRUCTURE REQUIREMENT

Sr. No.		Female Sterilization	Male Sterilization
1	Facilities	<ul style="list-style-type: none"> ➤ Well ventilated, fly proof room with concrete/tiled floor which can be cleaned thoroughly ➤ Running water supply through tap or bucket with tap ➤ Electricity supply with a stand by generator and other light source 	<ul style="list-style-type: none"> ➤ Well ventilated, fly proof room with concrete/tiled floor which can be cleaned thoroughly ➤ Running water supply through tap or bucket with tap ➤ Electricity supply with a stand by generator and other light source.
2	Space required	<ul style="list-style-type: none"> ➤ Area for reception ➤ Waiting area ➤ Counseling area which offers privacy and ensures avoidance of any interruptions. ➤ Laboratory for blood & urine examination ➤ Clinical examination room for initial assessment and follow up ➤ Pre-operative preparation room for trimming of hair, washing, changing of clothes and pre medication ➤ Hand washing area near the OT for scrubbing ➤ Sterilization room, near the OT for autoclaving, washing and cleaning equipment, preparation of sterile packs. ➤ Operation theatre should be isolated and away from the general thoroughfare of the clinic, if should be large enough to allow operating staff to move freely and to accommodate all the necessary equipment. Lighting should be adequate. 	<ul style="list-style-type: none"> ➤ Area for reception ➤ Waiting area ➤ Counseling area which offers privacy and ensures avoidance of any interruptions. ➤ Laboratory for blood & urine examination ➤ Clinical examination room for initial assessment and follow up ➤ Pre-operative preparation room for trimming of hair, washing, changing of clothes and pre medication ➤ Hand washing area near the OT for scrubbing ➤ Sterilization room, near the OT for autoclaving, washing and cleaning equipment, preparation of sterile packs. ➤ Operation theatre should be isolated and away from the general thoroughfare of the clinic, if should be large enough to allow operating staff to move freely and to accommodate all the necessary equipment. Lighting should be adequate.

		<ul style="list-style-type: none"> ➤ Recovery room must be spacious and well ventilated, number of beds will be determined by the available space, should be adjacent to the OT.. ➤ Adequate number of toilets: sufficient number of sanitary type toilets with running water for the clients and the staff. ➤ Storage area ➤ Office area for keeping records. 	<ul style="list-style-type: none"> ➤ Recovery room must be spacious and well ventilated; number of beds will be determined by the available space, should be adjacent to the OT. ➤ Adequate number of toilets: sufficient number of sanitary type toilets with running water for the clients and the staff. ➤ Storage area ➤ Office area for keeping records
3	EQUIPMENT AND SUPPLIES		
A	Examination room requirement	<ul style="list-style-type: none"> ➤ Examination table ➤ Foot stool ➤ Blood Pressure apparatus ➤ Thermometer ➤ Stethoscope ➤ Examination light ➤ Weighing scale ➤ Instrument for pelvic examination 	<ul style="list-style-type: none"> ➤ Examination table ➤ Foot stool ➤ Blood Pressure apparatus ➤ Thermometer ➤ Stethoscope
B	Laboratory	<ul style="list-style-type: none"> ➤ Haemoglobinometer and accessories ➤ Apparatus to estimate albumin and sugar in urine ➤ Reagents 	<ul style="list-style-type: none"> ➤ Haemoglobinometer and accessories ➤ Apparatus to estimate albumin and sugar in urine ➤ Reagents
C	Sterilization room	<ul style="list-style-type: none"> ➤ Autoclave ➤ Boiler ➤ Surgical drums ➤ SS Tray ➤ Glutaraldehyde solution 2% 	<ul style="list-style-type: none"> ➤ Autoclave ➤ Boiler ➤ Autoclave drums ➤ Glutaraldehyde Solution 2%
D	Cleaning Room	<ul style="list-style-type: none"> ➤ Hand Brushes ➤ Utility gloves ➤ Basins ➤ Detergents ➤ Chlorine solution 0.5% 	<ul style="list-style-type: none"> ➤ Hand Brushes ➤ Utility gloves ➤ Basins ➤ Detergents ➤ Chlorine solution 0.5%
E	Operation Theatre	<ul style="list-style-type: none"> ➤ Operating table capable of Trendelenburg's position ➤ Step up stool ➤ Spot light in OT ➤ Instrument trolley ➤ Mini Laparotomy Kit ➤ Laparoscopy Kit ➤ Blood Pressure Instrument ➤ Stethoscope ➤ Syringe with needles ➤ Emergency equipment & Drugs ➤ Room heater ➤ IV stand ➤ Waste basket, storage cabinet, buckets, basins for decontamination ➤ Box for used linen ➤ Puncture –proof box for needles 	<ul style="list-style-type: none"> ➤ Operating table ➤ Step up stool ➤ Spot light in OT ➤ Instrument trolley ➤ Conventional Vasectomy Kit ➤ No- Scalpel Vasectomy Kit ➤ Emergency equipment & Drugs ➤ Room heater ➤ Blood Pressure Instrument ➤ Stethoscope ➤ Syringe with needles ➤ Waste basket, storage cabinet, buckets, basins for decontamination ➤ Box for used linen ➤ Puncture –proof box for needles ➤ IV stand

F	Recovery room	<ul style="list-style-type: none"> ➤ Patient's cot with mattress, sheet, pillow, pillow cover, and blankets ➤ BP Instrument ➤ Stethoscope ➤ Thermometers ➤ IV stand ➤ Emergency equipment and drugs as per list 	<ul style="list-style-type: none"> ➤ Patient's cot with mattress, sheet, pillow, pillow cover, and blankets ➤ Thermometers ➤ Stethoscope ➤ Blood pressure instrument ➤ IV stand ➤ Emergency equipment and drugs as per list
4	Emergency equipment & supplies	<ul style="list-style-type: none"> ➤ Stethoscope ➤ BP instruments ➤ Oral Airways guedel size 3,4,5 ➤ Nasopharyngeal airways size 6,6.5,7.0 ➤ Suction machine with tubing & two straps ➤ Ambu bag with mass size 3,4,5 tubing and oxygen nipple ➤ Oxygen cylinder with reducing valve and flow meter ➤ Blanket ➤ Gauge pieces ➤ Kidney tray ➤ Torch ➤ Syringes and needles, including butterfly sets, IV Cannula ➤ Intravenous infusion sets and fluids ➤ Sterile laparotomy instruments ➤ Endotracheal tube size 6, 6.5, 7, 7.5, 8.0 ➤ Laryngeal mask airway size 3,4,5 ➤ Combitube ➤ Cricothyroidectomy set 	<ul style="list-style-type: none"> ➤ Stethoscope ➤ BP instruments ➤ Oral Airways guedel size 3,4,5 ➤ Nasopharyngeal airways size 6,6.5,7.0 ➤ Suction machine with tubing & two straps ➤ Ambu bag with mass size 3,4,5 tubing and oxygen nipple ➤ Oxygen cylinder with reducing valve and flow meter ➤ Blanket ➤ Gauge pieces ➤ Kidney tray ➤ Torch ➤ Syringes and needles, including butterfly sets, IV Cannula ➤ Intravenous infusion sets and fluids ➤ Sterile laparotomy instruments ➤ Endotracheal tube size 6, 6.5, 7, 7.5, 8.0 ➤ Laryngeal mask airway size 3,4,5 ➤ Combitube ➤ Cricothyroidectomy set
5	Emergency drugs	<ul style="list-style-type: none"> ➤ Injection Adrenaline ➤ Injection Atropine ➤ Injection Hydrocortisone (Dexamethasone) ➤ Injection Physostigmine ➤ Injection Aminophylline ➤ Injection Diazepam ➤ Injection Deriphyline ➤ Injection Pheniramine Maleate ➤ Injection Promethazine ➤ Injection Ranitidine ➤ Injection Metoclopramide ➤ Injection Xylocard ➤ Injection Pentazocine ➤ Injection Sodium Bicarbonate (7.5 %) ➤ Injection Calcium Gluconate/ Calcium Chloride ➤ Injection Frusemide ➤ Injection Methergine 	<ul style="list-style-type: none"> ➤ Injection Adrenaline ➤ Injection Atropine ➤ Injection Hydrocortisone (Dexamethasone) ➤ Injection Physostigmine ➤ Injection Diazepam ➤ Injection Deriphyline ➤ Injection Pheniramine Maleate ➤ Injection Promethazine ➤ Injection Ranitidine ➤ Injection Metoclopramide ➤ Injection Xylocard ➤ Injection Pentazocine ➤ Injection Sodium Bicarbonate (7.5 %) ➤ Injection Calcium Gluconate/ Calcium Chloride ➤ Injection Frusemide ➤ Injection Dopamine ➤ Injection Mephentermine

	<ul style="list-style-type: none"> ➤ Injection Dopamine ➤ Injection Mephentermine ➤ Injection Oxytocin ➤ Electorde jelly ➤ Water –soluble jelly <p><u>IV fluids</u></p> <ul style="list-style-type: none"> ➤ Dextrose 5% ➤ Glucose 25% ➤ Ringer Lactate solution. ➤ 0.9% sodium chloride (normal saline) ➤ Heta Starch (HES 6 %) 	<ul style="list-style-type: none"> ➤ Electorde jelly ➤ Water –soluble jelly <p><u>IV fluids</u></p> <ul style="list-style-type: none"> ➤ Dextrose 5% ➤ Glucose 25% ➤ Ringer Lactate solution. ➤ 0.9% sodium chloride (normal saline) ➤ Heta Starch (HES 6 %)
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ANNEXURE - IX

CHECKLIST

FOR SUBMISSION OF

CLAIM

AND

DOCUMENTS

REQUIRED

UNDER

FAMILY PLANNING

INSURANCE SCHEME

**CHECKLIST FOR SUBMISSION OF CLAIM AND DOCUMENTS
REQUIRED UNDER FAMILY PLANNING INSURANCE SCHEME**

CHECK LIST

Before forwarding the Claim Form and other Required Document, it has to be checked that:

A. CONSENT FORM:

1. **Registration number of the beneficiary, date, and signature or thumb impression of the acceptor** are properly placed in respective columns.
2. **Examination of patient record** is filled in properly and doctor has put his signature and date.
3. **Details of dependents** of acceptor are filled in.
4. All columns of Consent form and Medical Record & Check List for female / male sterilization are filled properly

B. CLAIM FORM:

1. Claim is submitted in a prescribed **Claim Form in original**.
2. Claim forwarded through **Medical Officer/Health Facility** conducting sterilization procedures.
3. **Name and address of the acceptor** are same mentioned on Consent form.
4. **Signature or thumb impression of acceptor** is same as mentioned on Consent form.
5. **Date of sterilization** is same as mentioned in the Sterilization Certificate and Consent form.
6. **Other details filled in are tallied** with other relevant documents which are becoming part of claim form.
7. If, an amount of Rs. 50,000/- has been paid by **district RKS** to the first kin of the diseased as an ex gratia, **in case of death of the acceptor within 7 days** from the date of discharge of the hospital following sterilization operation, it is to be confirmed that an amount of Rs 50,000 has been claimed in the medical certificate, by the CMO/ CDMO/ CHMO/ CDHMO/DMO/DMO/ Joint Director designated for this purpose at district level to take the reimbursement from insurance Company.
8. **It is to be confirmed** that any expenditure incurred by RKS for treating the acceptor as post operative complication of sterilization operation has been claimed apart from expenses incurred by the beneficiary/acceptor. Also a

bill has to be generated by such public health facility and CMO/ CDMO/ CHMO/CDHMO/DMO/DMO/Joint Director designated for this purpose at district level has to **mention two amounts on the medical certificate to be paid to Acceptor and RKS separately subject to limit under this section.**

9. **All columns of Medical Certificate** which is a part of Claim Form are filled in and date, signature and seal of CMO/ CDMO/ CHMO/ CDHMO/ DMO/ Joint Director designated for this purpose at district level has been placed.

C. STERILIZATION CERTIFICATE:

1. **Name of acceptor** is same as filled in on Consent form.
2. **Date of sterilization** is mentioned under specific column.
3. **Certificate issued** have signature and date of issuing authority.
4. Sterilization Certificate is in **proper format as prescribed by the State** and having **Registration Number and date.**

D. DIAGNOSTIC REPORT ISSUED FOR FAILURE OF STERILIZATION:

1. **Report issued should be in a proper document** i.e. hospital case sheet/ proper diagnostic report.
2. It should have **registration number and date.**
3. Cause detected for **failure has been properly recorded** by the issuing authority on the document.
4. First **diagnostic report by which a failure is detected is attached.**

E. BIRTH CERTIFICATE:

1. Issued on a **proper format.**
2. **Name of the acceptor** tallies with other records.
3. **Date of birth** has been properly recorded.
4. The certificate is **signed and duly stamped** with date by proper authority.

F. COMPLICATIONS:

1. The case sheet / prescription have the **name of acceptor.**
2. Case sheet/ prescription have proper **hospital registration number and date.**
3. Case sheet/ prescription have a **date of sterilization.**
4. **Nature of post operative complication** has been recorded.
5. **Medicines prescribed** should tally with cash memo.
6. Case sheet/prescription and bills/cash memo **are in original.**

7.

G. DEATH CERTIFICATE:

1. Death certificate has been issued by the **proper authority**.
2. **Name of diseased, date of death** etc are rightly filled in on the certificate.
3. Certificate should have **registration number and date of issue and signature** of issuing authority.

**REQUIREMENT OF DOCUMENTS FOR CLAIMS UNDER THE
SCHEME**

Based on the following documents, claims shall be processed by the insurer under different section of the scheme:

DOCUMENTS UNDER SECTION I:

i. DEATH FOLLOWING STERILIZATION (SECTION-I -A & I-B):

- a. **Claim Form cum Medical Certificate in original** duly signed and stamped by the CMO/CDMO/CHMO/CDHMO/DMO/DHO/Joint Director designated for this purpose at district level.
- b. **Copy of Consent Form duly attested** by CMO/CDMO/CHMO/CDHMO/DMO/DHO/Joint Director designated for this purpose at district level.
- c. **Copy of Sterilization Certificate duly attested** by CMO/CDMO/CHMO/CDHMO/DMO/DHO/Joint Director designated for this purpose at district level.
- d. **Copy of proof of Post Operative Procedure/Discharge Certificate duly attested** by CMO/CDMO/ CHMO/CDHMO/DMO/DHO/Joint Director designated for this purpose at district level.
- e. **Copy of Death certificate issued by Hospital/Municipality or authority designated duly attested** by the CMO/CDMO/ CHMO/CDHMO/DMO /DHO/Joint Director designated for this purpose at district level.

ii. FAILURE OF STERILIZATION (SECTION-I-C):

1. **Claim Form cum Medical Certificate in original** duly signed and stamped by the CMO/CDMO/CHMO/DMO/DHO/Joint Director designated for this purpose at district level.
2. **Copy of Consent Form duly attested** by CMO/CDMO/CHMO/CDHMO/DMO/DHO/Joint Director designated for this purpose at district level.
3. **Copy of Sterilization Certificate duly attested** by CMO/CDMO/CHMO/CDHMO/DMO/DHO/ Joint Director designated for this purpose at district level.
4. **Copy of any of the following Diagnostic Reports confirming failure of sterilization duly attested** by CMO/CDMO/CHMO/ CDHMO/DMO/ DHO/Joint Director designated for this purpose at district level:

iii. IN CASE OF TUBECTOMY THE REPORT MAY BE:

- a. Urine test report *supported by Physical Examination report / A N card/ USG report*
- b. MTP report
- c. Physical examination report
- d. USG report
- e. In extreme cases birth certificate in case of full term pregnancy

B. IN CASE OF VASECTOMY

1. Semen test report

NOTE: Any one of the above A or B document detecting failure of sterilization would be sufficient for processing the claim under this section.

iv. COMPLICATION ARISING DUE TO STERILIZATION (SECTION-ID):

- a. **Claim Form cum Medical Certificate in original** duly signed and stamped by the CMO/CDMO/CHMO/CDHMO/DMO/DHO/Joint Director designated for this purpose at district level.
- b. **Copy of Consent Form duly attested** by CMO/CDMO/CHMO/CDHMO/DMO/DHO/Joint Director designated for this purpose at district level.
- c. **Copy of Sterilization Certificate duly attested** by CMO/CDMO/CHMO/CDHMO/DMO/DHO/ Joint Director designated for this purpose at district level.
- d. **Original Bills/Receipts/Cash Memos along with Original Prescription and Case Sheet** confirming treatment taken for complication due to sterilization.

NOTE: NO FURTHER DOCUMENT WOULD BE ASKED BY THE INSURER UNDER 23 (i, ii, iii) ABOVE.

v. CLAIMS UNDER INDEMNITY COVER (SECTION-II):

1. Intimation in writing
2. Copy of summon/FIR
3. Copy of Sterilization Certificate
4. Copy of Consent Form
5. Certificate from CMO/CDMO/CHMO/CDHMO/DMO/DHO/Joint Director designated for this purpose at district level confirming that the Sterilization Operation was conducted by the doctor etc.
6. Any other document required by the insurer required related to the sterilization procedure for contesting the case on behalf of doctor/health facility.

ANNEXURE - X

QUARTERLY

REPORT

FORM

QUARTERLY REPORT FORM

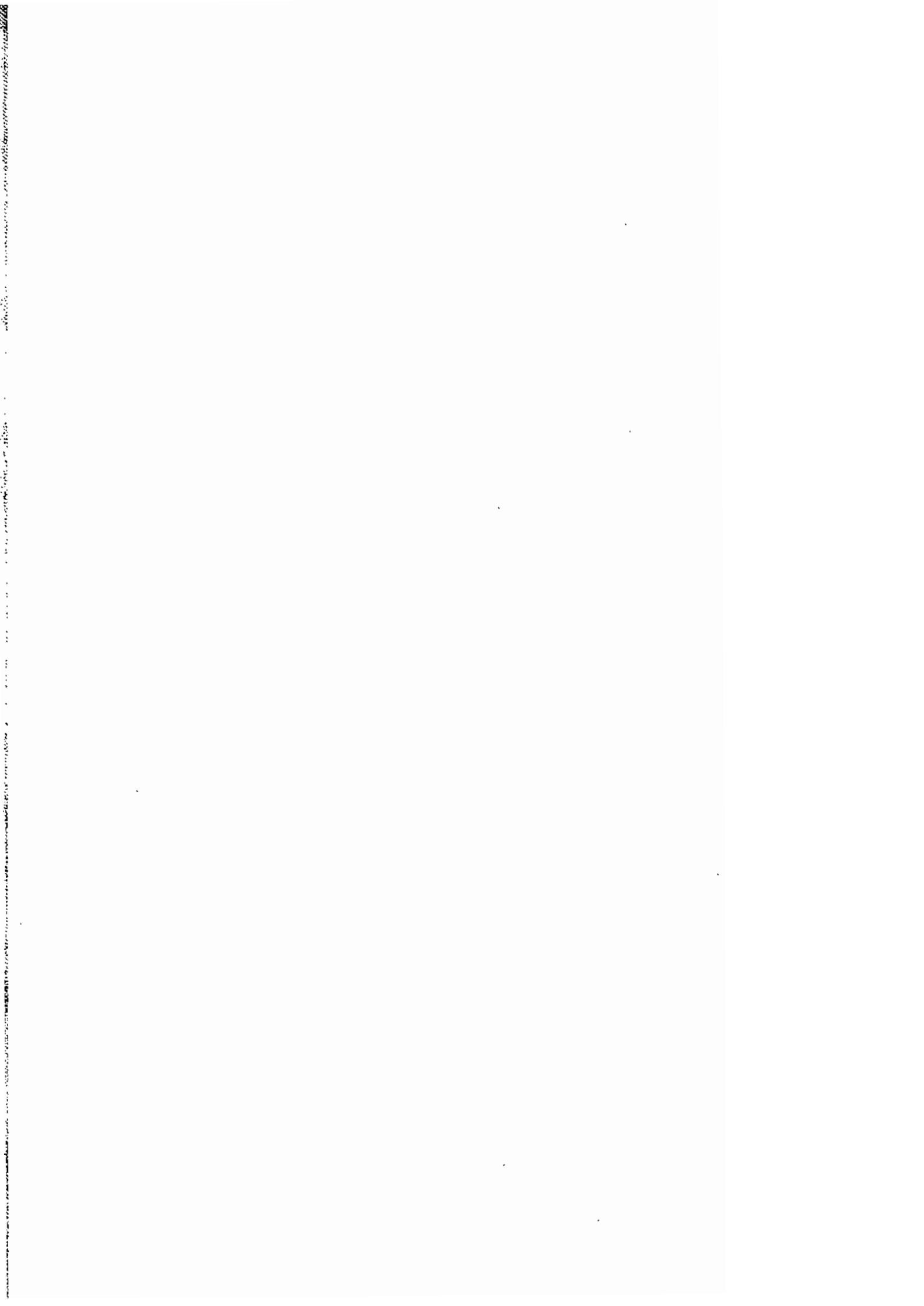
Name of the District / Name of the State:

To be submitted by District level QAC to State level QAC / State level QAC to MOH&FW, GOI.

UPTO QUARTER ENDING:

JAN TO MARCH - , JAN TO JUNE - , JAN TO SEPT- , JAN TO DEC-

1	Number of sterilisation conducted in the districts / States.	
(i)	In Government Hospitals.	
(ii)	In Private Hospitals.	
2	Number of cases of failures of sterilization reported/ noticed.	
3	Number of cases of post-operation complications arising out of Sterilisation procedure reported/ noticed.	
4	Number of Deaths following sterilisation procedure reported / noticed.	
(i)	Death reported in hospital or within 7 days from discharge.	
(ii)	No of cases where Rs. 50000 paid from District RKS (under 4 (i)).	
(iii)	Death reported between 8 - 30 days from discharge.	
5	Number of claims received from health facilities.	
6	Number of claims forwarded to Insurance Company.	
7	Number of claims accepted by Insurance Company.	
8	Number of cases where payment released by the Insurance Company.	
9	Number of claims pending for settlement with Insurance Company.	
	Period of pendency: 30days: ... 31-90 days: ... More then 90 days: ...	
10	No. of Court cases against doctor/ health facility, if any.	
(i)	Action taken on court cases against doctor/ health facility:	
(ii)	Court cases for non settlement of claims in consumer courts etc	
11	Number of private doctors / health facilities empanelled/ accredited:	
12	Whether prescribed consent forms are available in local languages with all Doctors/ Health facilities in sufficient number (as per manual).	
13	Any problem with insurance company:	
14	Problem, if any, with general public reporting failures/ Complications / deaths etc. following sterilization:	
15	Details of enquiries held into each case of breach of guidelines by doctor or health facility, punitive action taken against them including names of doctors and health facilities removed from the panel.	(To be given on separated Sheet).
16	Any other information	(To be given on separated Sheet).



**Important Formats
Required for Audit of
Death Claims & Health Facilities
given in
Quality Assurance Guidelines
Issued by MOH&FW, GOI
in compliance of Directions of
Hon'ble Supreme Court**

12

Annexure - XI

Facility Audit Report

Annexure - 4 of Quality Assurance Guidelinex

FACILITY AUDIT REPORT

General Information				
i)	Date of inspection (D/M/Y) / /		
ii)	Clinic Venue: PHC/CHC/DH/Medical College Hospital/Any other (specify)	..... .....	
iii)	Name of the block, District, State	..... ..... .....	
iv)	Name and Designation of Observer	..... .....	
Infrastructural Facilities				
		Yes/ No	Comments	Suggestions/ Recommendations
1	Is the building in good condition (walls, doors, windows, roof, and floor)?			
2	Is the facility clean?			
3	Is running water available at the Service points?			
4	Is clean and functional toilet facility available for staff			
	Is clean and functional toilet facility available for accepters			
5	Is electricity available?			
6	If there is no running water or electricity, are alternatives available that permit the providers to deliver the available services hygienically?			
7	Is there a functional generator available?			
8	Is Petrol Oil & lubricants (POI) available for the generator?			
9	Is there space earmarked for examination and counseling to assure privacy?			
10	Is a waiting area with adequate seating facility available?			
Facilities Available at OT				

11	Is there a proper OT facility available?			
12	Does the OT have running water available?			
13	Is an Operation Table with Trendelenburg facility (for female sterilization) available?			
14	Is a functional shadow less lamp available?			
15	Is functional suction apparatus available?			
16	Is functional emergency light (through a functional inverter) available?			
17	Is an oxygen cylinder with gas and accessories available?			
18	Availability of: Minilap instrument Laparoscoc set NSv sets			
19	Instruments for laparotomy			
20	Emergency resuscitation equipment like ambu bag, face mask, airways, etc.			
21	Emergency medicine tray			
22	Sterilized consumables in dressing drum			
23	Sterilized surgical attire such as apron, gloves, mask, and cap			
24	Other essential requirements			
Contraceptive Stock Position				
25	Buffer stock available for one month: Oral pills Condoms Copper T EC pills			
26	Does the facility have adequate storage facility for contraceptives (away from water and sourees of heat, direct sunlight, etc.) on the premises?			
27	Do stock-outs occur?			
28	Is there an effective logistics system that tracks stock levels and notifies staff when supplies need reordering?			

29	Are supplies in good condition (not expired, not damaged, etc.)?			
30	Are expired contraceptives destroyed to prevent resale or other inappropriate use?			
Availability of vehicle				
31	Does the facility have a vehicle/ ambulance in running Condition?			
32	Availability of POI for vehicle			
Information, Education, Communication (IEC) Materials				
33	Clients' rights displayed at a prominent place at the facility			
34	Board displaying Service Timings			
35	Availability of free and paid services displayed on wall painting			
36	Signboard indicating the direction for each service point displayed			
37	Flip charts, models, specimens, and samples of contraceptives available in the counselling room			
38	IEC materials such as posters, banners, and handbills available at the site and displayed			
39	Suggestion and complaint system for clients (complaint box and/or a book)			
Management Information System				
40	Client registration record maintained			
41	Records on family planning (FP) (including the number of clients counselled and the number of acceptors)			
42	Sterilization records			
43	Follow-up records for FP clients			
44	Regular furnishing of Monthly Progress Reports (MPR)			
45	Does staff complete client records by including information essential for the continued care of clients?			
46	When clients return for follow-up services, can staff retrieve their records easily?			
Human Resources				

47	Availability of all staff as per sanctioned posts			
48	Are the various categories of staff adequate for the activities of the centre?			
49	Are the doctors empanelled in the state as per procedures laid by GOI ?			
Infection Prevention				
50	Are the autoclave and instrument boiler functional?			
51	Are needle destroyers available?			
52	Is there a container for the disposal of sharp instruments available in the dispensing room?			
53	Mopping of floor by liquid bleach			
54	Utility gloves in use for cleaning floor, instruments, and linen			
55	Availability of proper waste disposal mechanisms (incinerator / other)			
56	Final Remarks of Observer			

Date:

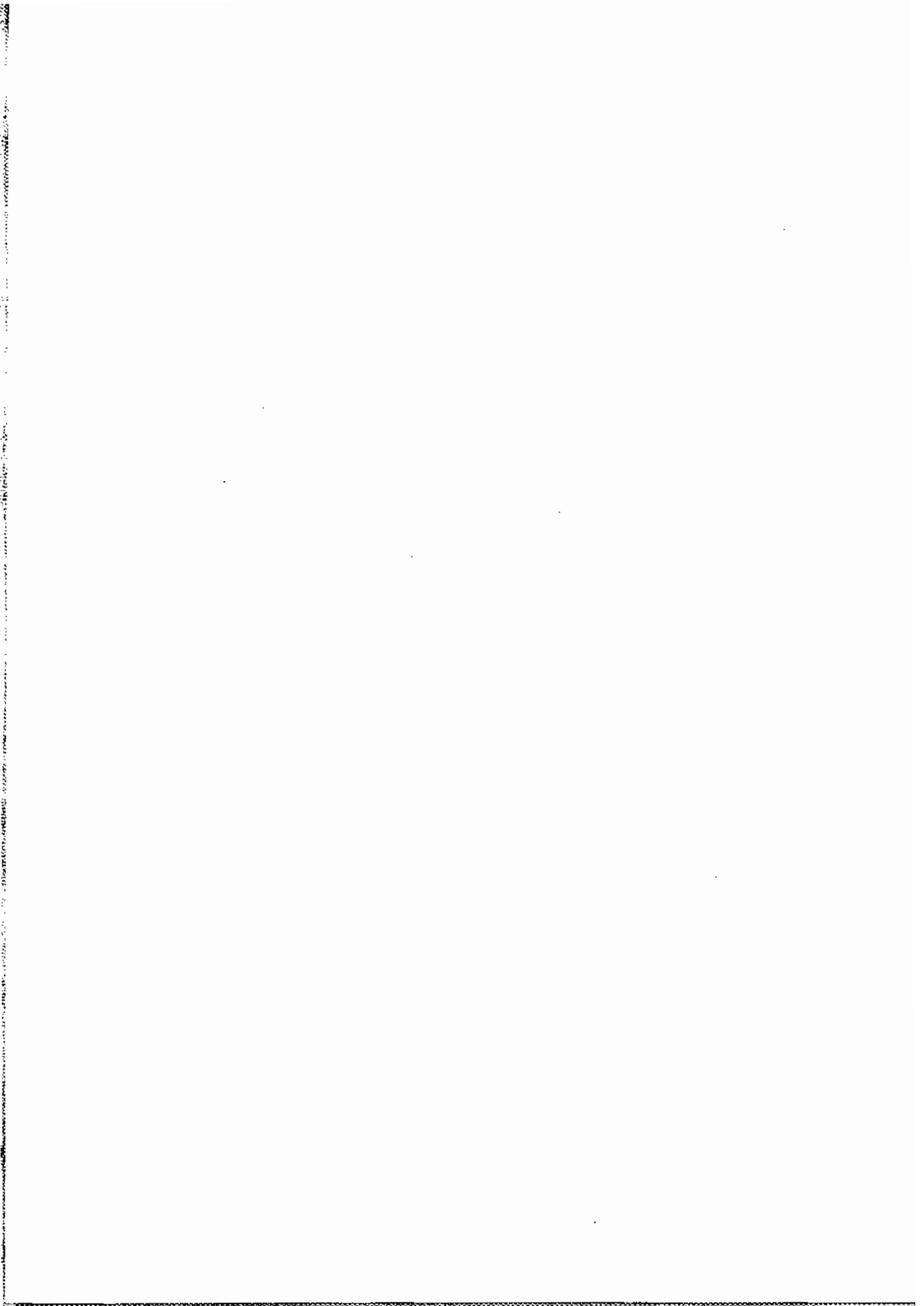
**Signature
Name
Designation of Observer**

Annexure -XII

Death Notification Form

Annexure - 7 of

Quality Assurance Guidelines



Annexure-7 of Quality Assurance Guidelines

Death Notification Form		<i>Form 1</i>
Instructions:		
<ul style="list-style-type: none"> The Medical Officer (MO) at the institution where the death occurred is responsible for filling out this form and notifying the convener of the District Quality Assurance Committee (DQAC) within 24 hours of death. The information is to be provided by telephone, telegram, or in person. 		
1	Date of this report (D/M/Y) / /
2	Date of death (D/M/Y) / /
3	Name of the deceased	.....
4	Age	.....
5	Sex	Female Male
6	Address of the deceased	..........
7	Name of husband/father	.....
8	Place where procedure performed (specify name of site)	Camp: PP Centre: PHC/CHC: District Hospital: Medical College Hospital: Accredited private/NGO facility:
9	Type of procedure	Post-partum: Minilap: Laparoscopy: Any other (specify):
A	Tubectomy	.....
B	Vasectomy	Conventional: NSV:
C	Other with MTP/CS, etc.	Yes. No..... If yes, give details:
10	Date of sterilization procedure (D/M/Y) / /

11	Describe in detail what happened in chronological order. Include all symptoms and signs and describe all actions taken during the course of addressing the complication(s), beginning with the initial identification of the problem until the occurrence of death. Whenever possible record the time and date of each incident. (Use an additional sheet of paper if more space is required.)	
12	Cause of death	
13	Contributing factors (if any)	
14	Was a post-mortem examination performed?	Yes..... No..... If yes, describe the pertinent findings
15	Name and designation of surgeon who performed the sterilization operation	
16	Name and address of Institution where death occurred	
17	Name and designation of reporting officer	

Date
Officer

Signature of Reporting

Name
Designation

Annexure - XIII

Proforma on

Death following Sterilization

Annexure - 8 of

Quality Assurance Guidelines

Annexure -8 of Quality Assurance Guidelines

Form 2

Proforma on Death following Sterilization

{To be filled in by the Operating Surgeon}
(Death within one month of Sterilization)

Instructions:

- a) The **surgeon who performed the sterilization operation shall fill out this form within 7 days** of receiving intimation of the death from the MO In charge (I/c) of the centre where the death occurred.
- b) Copies of the records and the autopsy report, and other pertinent information
- c) if available, shall be forwarded with this report (Form 2) to the convener of the DQAC.

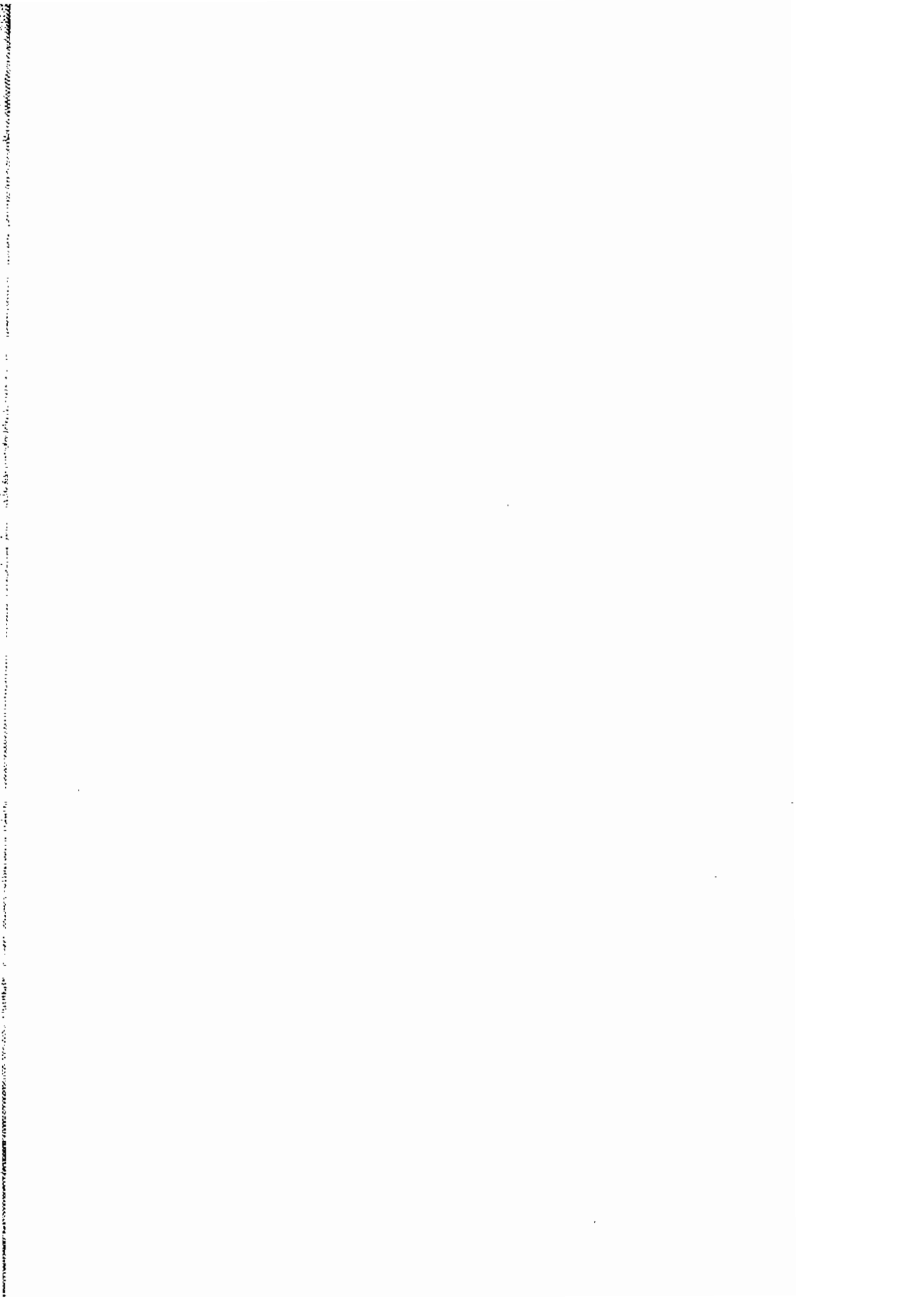
1	a. Date of this report (D/M/Y) b. Type of Institution where the death occurred Name of the Institution Address village/Town/City District/State	..... / ..... / ..... Camp PP Centre PHC/CHC District Hospital Medical College Hospital Accredited Private Hospital/NGO facility.....
2	Name of the person filling the report Designation & Signature	..... ..... .....
3	Date of Sterilization (D/M/Y) / /
4	Location where the procedure was performed	Camp PP Centre PHC/CHC District Hospital Medical College Hospital Accredited Private Hospital/NGO facility.....
5	Type of surgical approach	Minilap Laparoscopy Post-partum Tubectomy..... Conventional Vasectomy NSV..... Any other (specify
6	Date of Death (D/M/Y) / /

7	Time of Death	..... a.m./p.m.
Client Details		
8	Name	.....
9	Age	.....
10	Sex	Female Male
11	Spouse's name	.....
12	Address	...............
13	Relevant past medical history	...............
14	Pertinent preoperative physical and laboratory findings	..............................
Sterilization Procedure		
15	Timing of procedure (females only) as per standards	24 hours to 7 days post-partum Interval (42 days or more after delivery or abortion) With abortion, induced or spontaneous Less than 12 weeks..... More than 12 weeks..... Any other (specify
16	Type of Anaesthesia	Local without sedation Local with sedation Spinal/Epidural General
17	Endotracheal intubation	Yes No

18	List all Anaesthetic agents, Analgesics, Sedatives, and Muscle relaxants	Time given	Drug Name	Dosage	Route
	
	
	
	
	
	
	
19	Vital signs during Surgery	<u>Time</u>	<u>BP</u>	<u>Pulse</u>	<u>Resp. Rate</u>
	
	
	
	
20	Duration of Surgery	Time of starting a.m./p.m. Time of closure a.m./p.m. Total time spent min/hrs			
21	Vital signs after Surgery	<u>Time</u>	<u>BP</u>	<u>Pulse</u>	<u>Resp. Rate</u>
	
	
22	Emergency Equipment/Drugs available in facility as per standards If not available, give details	Available..... Not available			
				
				
				
				
				
23	Overall Comments	..... ..... ..... ..... ..... .....		
24	Name and Signature of Operating Surgeon	..... .....		

Date

Signature:
Name:
Designation



Annexure - XIV

Performa For Conducting

Death Audit Following Sterilization

Annexure - 9 of

Quality Assurance Guidelines

Proforma for conducting Death Audit following Sterilization

(to be submitted within one month of sterilization)

Name of the State/District/Union Territory:

.....

1	Details of the Deceased	
i	Full name	.....
ii	Age	.....
iii	Name of spouse and his/her age	.....
iv	Address	...............
v	Number of living children (with details concerning age and sex)	..... ..... .....
vi	Whether the operation was performed after delivery or otherwise	.....
vii	If after delivery: Date of delivery Place of delivery Type of delivery Person who conducted the delivery	...............
viii	Whether tubectomy operation was done along with MTP	.....
2	Whether written consent was obtained before the operation	.....
3	Whether the operation was done at a camp or as a routine procedure at the institution	.....
4	Details	
a	Place of operation	.....

b	Date and time of operation (D/M/Y)	
c	Date and time of death (D/M/Y)	
d	Name of surgeon	.....
e	Whether surgeon was empanelled or not	Yes..... No
f	If the operation was performed at a camp, who primarily screened the client clinically?	.....
g	Was the centre fully equipped to handle any emergency complications during the procedure?	Yes No.....
h	Number of clients admitted and number of clients operated upon on the day of surgery	.....
i	Did any other clients develop complications? If so, give details of complications.	.....
5	Anaesthesia/Analgesia/Sedation	
a	Name of anaesthetist, if present	.....
b	Details of anaesthesia drugs used	.....
c	Type of anaesthesia/analgesia/sedation	.....
6	Post-operative complications (according to sequence of events)	
i	Details of symptoms and signs	.....
ii	Details of laboratory and other investigations done	.....
iii	Details of treatment given, with timings, dates, etc. from time of admission until the death of the patient	.....
7	Cause of death (primary cause)	.....
8	Has post-mortem been done? If yes, attach the post-mortem	.....

9	Whether first notification of death was sent within 24 hours. If not, give reason:	Yes..... No.....
10	Details of the officers from the District Quality Assurance Committee (QAC) who conducted the enquiry	...............
11	In the opinion of the chairman of the District QAC, was death attributable to the sterilization procedure?	Yes No.....
12	What factors could have helped to prevent the death?	..... ..... .....
13	Were the sterilization standards established by GOI followed?	Yes No.....
14	Did the facility meet and follow the sterilization standards established by GOI? If no, list the deviation[s].	Yes No.....
15	Additional information	....................
16	Recommendations made	....................
17	Action proposed to be taken	....................

Date:

Signature

Name

Designation

Note: If any member of the QAC has performed the operation, he/she should not act as a chairman/member for this report.

Annexure - XIV

Assesment of District

Quality Assurance Committee

Annexure - 11 of

Quality Assurance Guidelines

Assessment of District Quality Assurance Committee

(To be used by officials visiting the Districts from the State/Centre)

Date of visit: / /

.....

Name of State:

Name of District:

.....

1. Is there a Quality Assurance Committee (QAC) existent in the district? **Yes/No**

2. Is it functional: **Yes/No**

3. Who are the members of the District QAC?

A..... E.....

B..... F.....

C..... G.....

D..... H.....

4. How many times has the District QAC met during the last one year:

.....

5. What are the existing recording mechanisms:

.....

.....

.....

.....

6. Number of sterilization cases audited by the District QAC in the last one year
- period: to

➤ *Deaths*

➤ *Complications*

➤ *Failures*

7. Out of the above, how many compensation payments have been settled?

- *Deaths*
- *Complications*
- *Failures*

8. Are there any suggestions/remarks/recommendations made by the QAC?

.....
.....
.....
.....

9. What are the suggestions/remarks/recommendations made?

.....
.....
.....
.....

10. Have any corrective measures been taken in the district? **Yes/No**

11. What are the corrective measures/actions being taken up in the district?

.....
.....
.....
.....
.....
.....
.....

12. Suggestions of Visiting Officer:

.....
.....
.....
.....
.....
.....

Signature

Name:

Designation of the Visiting Officer

Date:

Annexure - XV

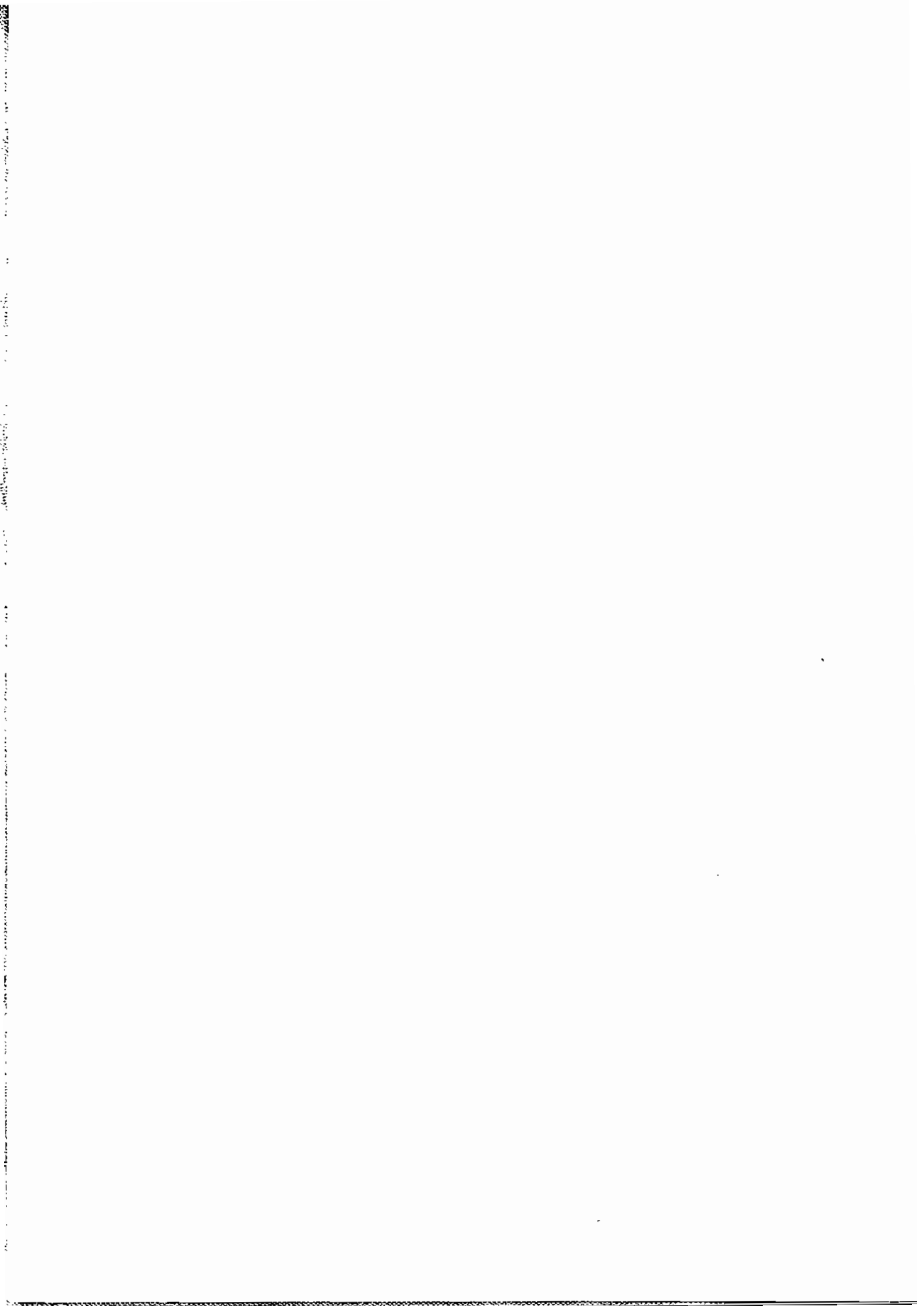
Various letters

ISSUED BY MOHFW

for Implementation and filing of claims

From 2005 to 2011

D.O. NO. N.11019/4/2005-POLICY
DATED 8TH/16TH DECEMBER, 2005





Recd -
12.12.05

S-7410

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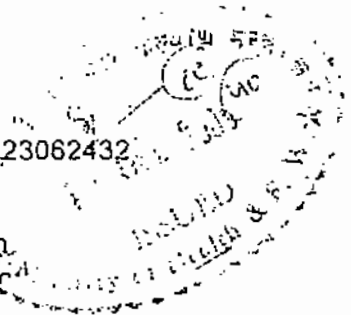
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भारत सरकार
स्वास्थ्य एवं परिवार कल्याण मंत्रालय
निर्माण भवन, नई दिल्ली - 110011

GOVERNMENT OF INDIA
MINISTRY OF HEALTH & FAMILY WELFARE
NIRMAN BHAVAN, NEW DELHI-110011

Prasanna Hota

Health & FW Secretary
Tel. : 23061863, 23063224, 23062432
Fax : 23061252, 23061887
e-mail : secyfw@nb.nic.in
secyhlth@hub.nic.in
Puruhota@hotmail.com



D.O.No.N.11019/4/2005-TO/Policy
Dated the 8th December 2005

16

Dear Shr.

As you are aware that Hon'ble Supreme Court vide their order dated 1.3.2005 in Writ Petition (Civil) 209/2003 has directed Union of India/State Governments to bring into effect an Insurance Policy to provide compensation for death and medical complications due to sterilization operation.

2. I have great pleasure to inform you that Government of India has launched w.e.f. 29.11.2005 the Family Planning Insurance Scheme for acceptors of sterilization and indemnity insurance cover for doctors performing sterilization procedures in both government and accredited private/NGO/Corporate health facilities. The Insurance Scheme will be operated by the Oriental Insurance Company Ltd. (OICL). All persons undergoing sterilization operation in public health facility/accredited health facility in private/NGO sector are covered under the policy. The consent form filled by the person at the time of enrolling himself/herself for sterilization operation shall be proof of coverage under the scheme. The premium has been paid by the Government of India. The Insurance Scheme provides for compensation of Rs. 1 lakh in case of death of the patient in the hospital, Rs. 30,000/- for death within 30 days of discharge of hospital, Rs. 20,000/- for failure of sterilization and Rs. 20,000/- for medical complications. All the doctors/health facilities of Central/State/Local Self Governments/other public sector and all the accredited doctors/health facilities of NGO and Private Sector rendering family planning services conducting such operation shall stand indemnified against the claims arising out of failure of sterilization, death or medical complications resulting there from upto a maximum amount of Rs. 2 lakhs per doctor/health facility per case. The cover would also include the legal costs, which would be borne by the Insurance Company within the prescribed limits. All the claims will be settled by the Insurance Company at the District/State Level.

3. There might be cases not covered by the Family Planning Insurance Scheme, viz, cases of sterilization operations conducted before coming into force of this insurance Scheme, cases not covered under the National Protocol, cases already pending in Courts etc. Liability in respect of such cases would be met by the State Government/UT Administration from out of the Miscellaneous Purpose Contingency Fund created in respective State/UT by apportioning some amount from the grants released to them by the Union Government under the Scheme of compensation for loss of wages of acceptors of sterilizations/IUD insertions or under the Scheme of Flexible Funding for State Programme Implementation Plans (PIPs).

.....cont.2/-

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625
:2:

4. I also enclose a copy of the manual on Family Planning Insurance Scheme would provide very useful information relating to the Insurance Scheme. This manual provides details of the insurance scheme, procedure for settlement of claims, consent form to be signed by the beneficiary before sterilization, setting up of Quality Assurance Committee etc. In order to ensure quality sterilization procedure, the manual provides a checklist to be filled by the doctors before conducting sterilization procedure for ensuring the fitness of the acceptor for sterilization. Qualifications of doctors for conducting sterilization procedures and criteria of empanelment, accreditation of the private doctors/health facilities. A list of third party administrator who will administer the insurance scheme on behalf of Oriental Insurance has been included in the manual at Annex. I. The Manual is being also put on the website of the Ministry.

I would request you to give wide publicity to the Insurance Scheme amongst service providers. A copy of the Manual may be made available to every CMO of the District of your State/UT.

With regards,

Yours sincerely,


(PRASANNA HOTA)

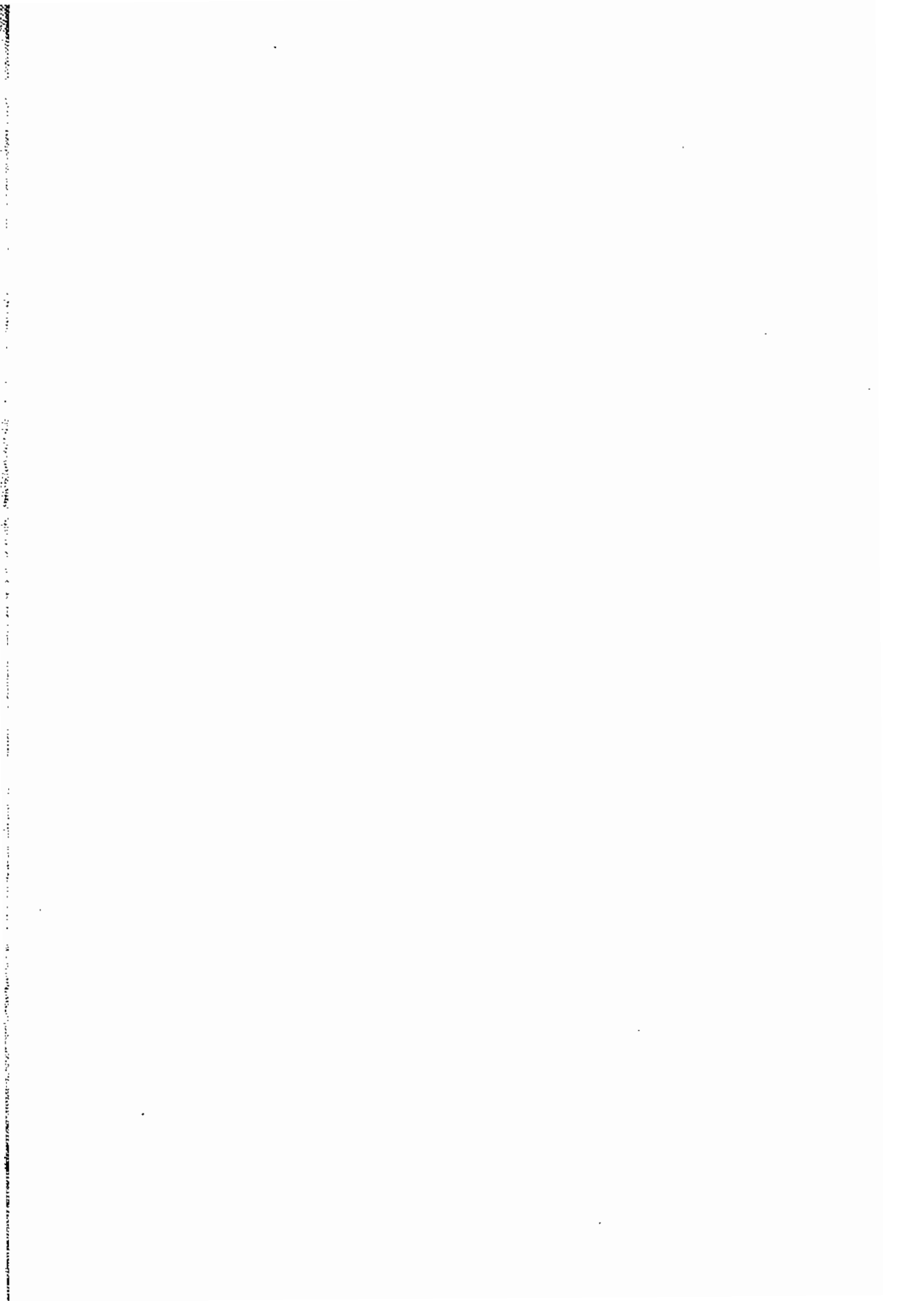
To

All state/UT Secretaries

Copy to:-

Directors of Health & F.W. Services,
All states/UTs.

***D.O. NO. N.23011/8/2004-POLICY
DATED 3RD/10TH JANUARY, 2007***





Amarjeet Sinha, IAS

Joint Secretary

Telefax : 23062157

Email: amarjeet.sinha@nic.in

amarjeet.sinha@hotmail.com

भारत सरकार
स्वास्थ्य एवं परिवार कल्याण मंत्रालय
निर्माण भवन, नई दिल्ली - 110011
Government of India
Ministry of Health & Family Welfare
Nirman Bhavan, New Delhi - 110011

D.O.No.N.23011/8/2004- Policy
Dated the January 3, 2007

Subject: Health
Renewal of Family Planning Insurance Scheme w.e.f. 29/11/2006 ~ reg.

Dear Sir,

As you are aware the Ministry of Health and Family Welfare has launched a Family Planning Insurance Scheme from 29th November, 2005 uniformly across the country as per directions of Hon'ble Supreme Court, through Oriental Insurance Company (OIC). This policy is now again renewed with the same Insurer i.e. Oriental Insurance Company for a further period from 29th November, 2006 to 31st December, 2007 with modified limits as under which would be applicable to all the acceptors of sterilization taking place during the renewed period.

Section	Coverage	Limits
IA	Death due to sterilization in hospital or within 7 days from the date of discharge from the hospital.	Rs. 2 lakh.
IB	Death due to sterilization within 8 - 30 days from the date of discharge from the hospital.	Rs. 50,000/-.
IC	Failure of Sterilisation leading/non-leading to child birth	Rs 25,000/-.
ID	Cost of treatment upto 60 days arising out of complication from the date of discharge.	Actual not exceeding Rs 25,000/-.
II	Indemnity Insurance per Doctor but not more than 4 in a year.	Upto Rs. 2 Lakh per claim

2. The Manual on family planning issued last year would continue to be followed except for insurance limits as modified now. It is requested that the sterilization operations should be carried as per the Standard protocols and procedures developed and communicated to you earlier by this Ministry.

3. In the present policy, we have also made changes in the payment of death claim, which would now be available equally to spouse and children of the deceased acceptor. Accordingly, the consent form should include the name of the spouse and all children by the person while enrolling herself/himself for sterilization operation. You are requested to make suitable modification as and where required, while printing the new consent form. In case the children are minor, the payment shall be made as fixed deposit in a Bank Account in their names to be payable on the date of their attaining majority. However, the interest accrued on monthly basis shall be paid to the children through their parent/guardian. In case, there are no surviving spouse/ children, the claim shall then be payable to the legal heir of the deceased acceptor.

Healthy Village, Healthy Nation



एड्स - जानकारी ही बचाव है
Talking about AIDS is taking care of each other

4. It is also informed that the Oriental Insurance Company has agreed to create awareness by placing the wall paintings across the country on all district and other sub-division hospitals. Design as approved by this Ministry, would be got painted by the insurer. Accordingly, it is requested to find a prominent space within the Hospital premises for wall painting on the subject. A list of all district hospitals and sub-divisional hospitals, where the sterilization operations are normally carried out may be required at the earliest, so that the wall paintings could be arranged at the earliest.

5. It is hoped that your State must have filed all reported claims falling within the period 29th Nov 2005 to 28th Nov 2006 with the designated TPAs by now. If not already done, the remaining claims must be filed immediately. These claims will be settled as per the old insurance limits. The claims occurring in respect of sterilization done from 29th November, 2006 shall be paid as per the revised limits. In case of failure of sterilization, only those cases where sterilization operation was carried out on or after 29th November, 2005 and detected now will be eligible under this policy.

6. For proper implementation of this scheme in your State, you are requested to appoint, if not already appointed a senior officer from the Directorate of Family Welfare to liaison with Insurer, TPA and District officials. The name, address and telephone details of the nodal officer may be furnished to us at the earliest. It is further suggested that the State Quality Assurance Committee under your chairmanship should hold a quarterly meeting to review all pending matters including pending claims.

7. As per directions of hon'ble Supreme Court, the information needs to be compiled on quarterly basis. Accordingly, you are requested to provide us the required information as per proforma by 15th of the month after each quarter.

8. I am enclosing herewith following documents for your record and necessary action:

- (i) Copy of the Policy issued by OIC(Annex.-I),
- (ii) MOU (Annex. -II),
- (iii) List of State Nodal TPAs (Annex.-III)
- (iv) List of State Nodal Insurance officers (Annex.-IV)
- (v) Quarterly Proforma for reporting (Annex.-V)

Personal regards,

*ALL State Principal Secy / Secy (A)
: Mission Director.*

Yours sincerely,

Amarjeet Sinha
(Amarjeet Sinha)
3 January 2007

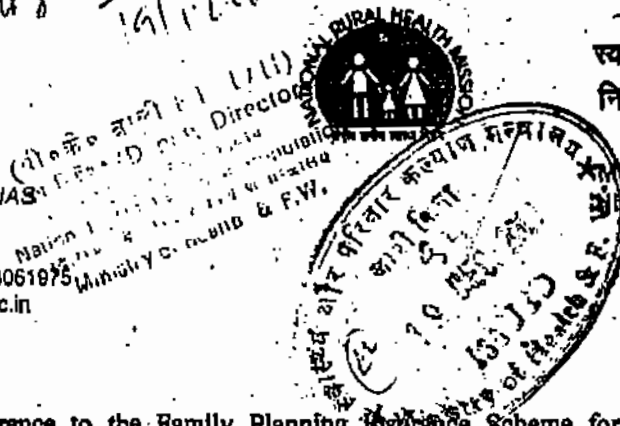
D.O. NO. N.23011/8/2004-POLICY
DATED 19TH DECEMBER, 2007



A&E
AP/1/2007
100/P
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19/12/07



Speed best
भारत सरकार

स्वास्थ्य एवं परिवार कल्याण मंत्रालय
निर्माण भवन, नई दिल्ली - 110011

Government of India
Ministry of Health & Family Welfare
Bhawan Bhavan, New Delhi - 110011

J. C. CHATURVEDI, IAS
Secretary &
Commissioner (NRHM)
Phone: 23061461 Fax: 23061975
E-mail: chaturvedi_gc@nic.in

D.O. No. N.23011/8/2004-Ply

Dated 19th December, 2007

Dear

This has reference to the Family Planning Insurance Scheme for the accepters of sterilization procedure and indemnity cover to the providers being in operation since 29th November, 2005 through Oriental Insurance Company. The present policy is expiring on 31st December, 2007. It is, therefore, necessary that all pending claims should be filed with the insurance company without any further delay. In this regard, the following points need to be kept in view:

1. All claims related to expiring policy of Oriental Insurance Company must be filed not later than 31st January, 2008 by the district Chief Medical Officers (CMOs) with the respective TPA.
2. For claims filed under the expiring policy after 31st January, 2008 and refused by the Oriental Insurance Company on this count, the respective district CMOs shall be held responsible, as there is no provision under Government budget or under the new policy for settlement of such claims.
3. Any court case due to non-filing of claims after 31st January, 2008 would also be the responsibility of district officials.
4. The required information in the pending cases should also be provided to TPAs immediately to settle claims.
5. The district-wise details of all pending claims under the expiring policy may be submitted to the TPA, Oriental Insurance as well as to this Ministry by 15th February, 2008, so that the action may be taken to expedite the settlement of these claims.
6. State Nodal Officer should monitor the filing of claims as well as their settlement within above mentioned period.

It is also informed that we are in the process to renew the Family Planning Insurance scheme w.e.f. 1st January, 2008. The details for the same would be intimated to you in the first week of January, 2008. Accordingly, any claim arising w.e.f. 1st January, 2008 should be kept pending and as such these claims should not be filed with the current TPA/Insurer.

In the light of above, I would request you to issue suitable instructions to the District CMOs.

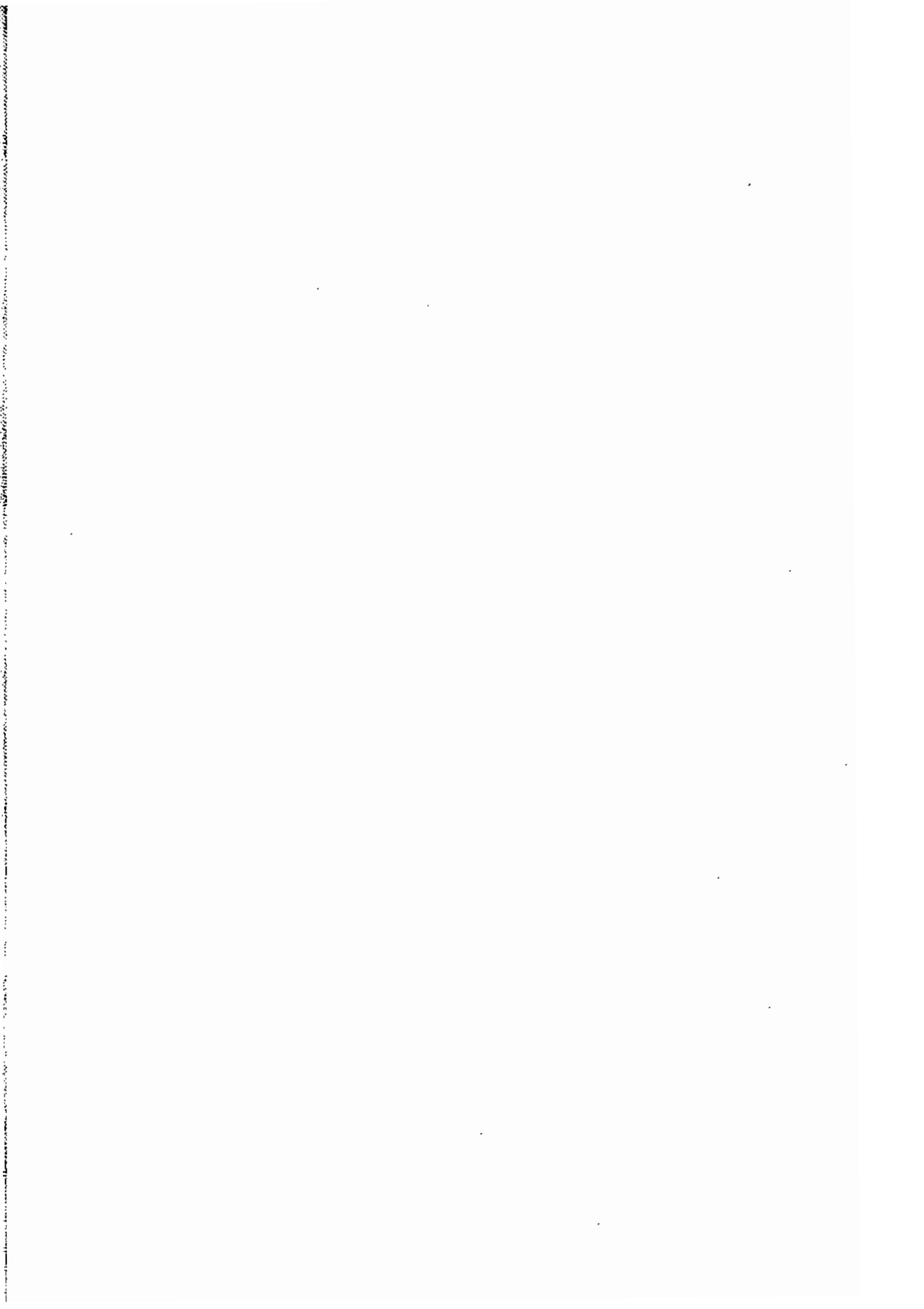
With regards,

Yours sincerely,

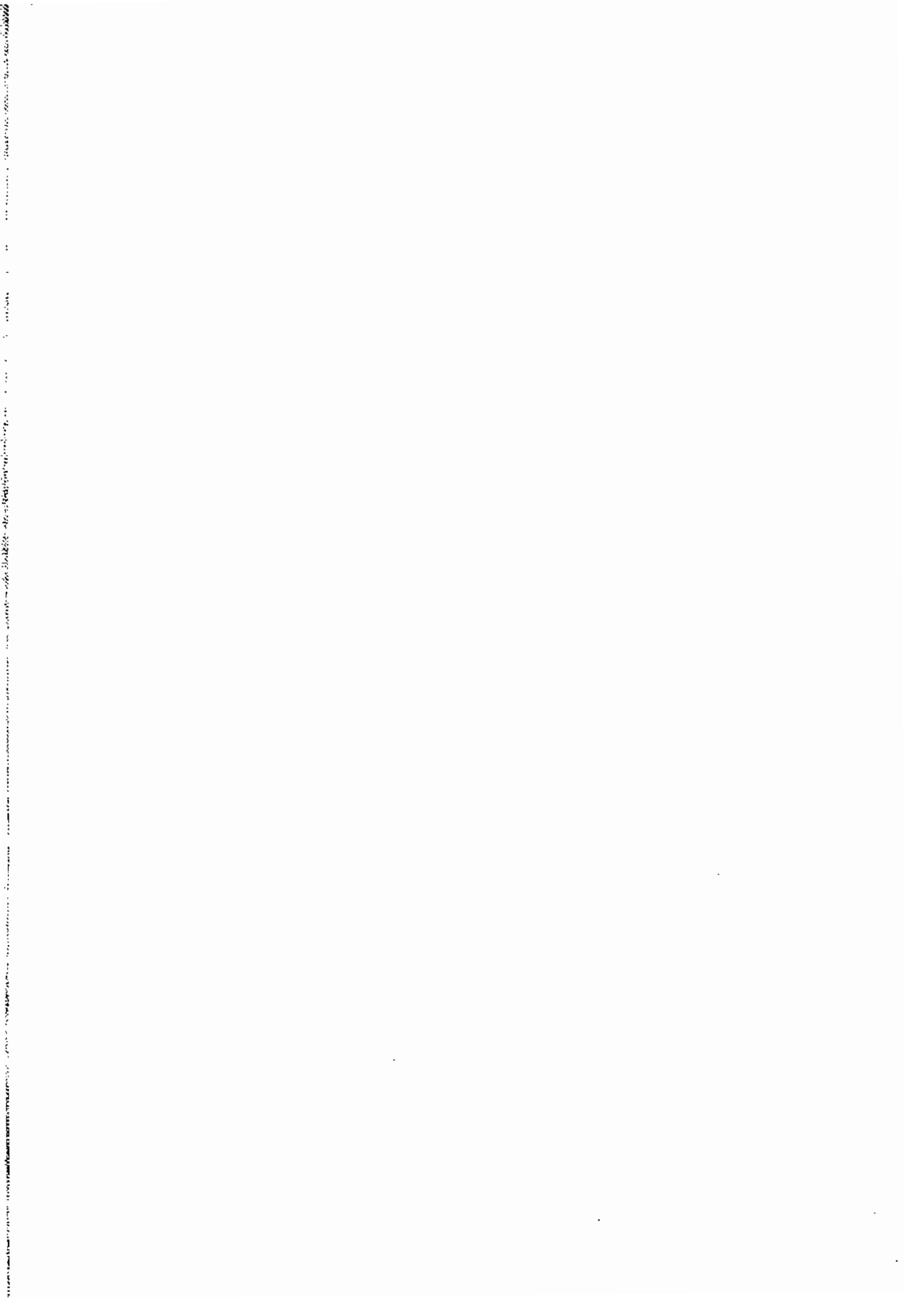
Handwritten signature
(G. C. Chaturvedi)

Shri:

Handwritten note: Copy to = To all State & District Secretaries / Secretaries (HF&W)
Healthy Village, Healthy Nation



D.O. NO. N.23011/8/2004-POLICY
DATED 10TH JANUARY, 2008

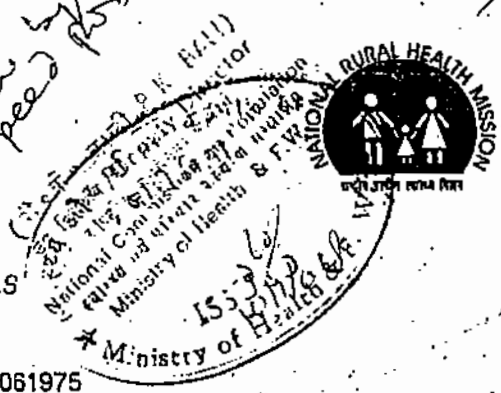


speed post

भारत सरकार
स्वास्थ्य एवं परिवार कल्याण मंत्रालय
निर्माण भवन, नई दिल्ली - 11001
Government of India
Ministry of Health & Family Welfare
Nirman Bhavan, New Delhi - 11001

D.O. No. N.23011/8/2004- Policy
Dated the 16th January 2008

G. C. CHATURVEDI, IAS
Additional Secretary &
Mission Director (NRHM)
Phone : 23061451 Fax : 23061975
E mail : chaturvedi_gc@nic.in



Dear

Subject: Renewal of Family Planning Insurance Scheme w.e.f. 1st January, 2008 - reg.

Please refer to this Ministry' Letter No. N,23011/8/2004/ply dated 19th December 2007 regarding renewal of Family Planning Insurance Policy and mechanism of filing claims in the expiring policy. This policy is now renewed with the ICICI Lombard General Insurance Company for a period of one year from **01st January, 2008 to 31st December, 2008 with modified limits for cases of failures of sterilisation as under, which would be applicable to all the accepters of sterilization taken place during the renewed period.**

Sl. No.	Description	Limit
IA	Death due to sterilization in hospital or within 7 days from the date of discharge from the hospital.	Rs. 2 lakh.
IB	Death due to sterilization within 8 - 30 days from the date of discharge from the hospital.	Rs. 50,000/-.
IC	Failure of Sterilisation leading/non-leading to child birth	Rs. 30,000/-.
ID	Cost of treatment upto 60 days arising out of complication from the date of discharge.	Actual not exceeding Rs.25,000/-.
II	Indemnity Insurance per Doctor/facility but not more then 4 in a year.	Upto Rs. 2 lakh per claim

2. The Manual on family planning insurance scheme is being suitably modified and will be sent separately. It is requested that the sterilization operations should be carried as per the Standard protocols and procedures developed and communicated to you earlier by this Ministry.

3. In the present policy, the payment of death claims would be available equally to spouse and children of the deceased acceptor. Accordingly, the Consent Form should include the names of the spouse and all unmarried dependent children while enrolling herself/himself for sterilization operation. In case the children are minor, the payment shall be made as fixed deposit in a Bank Account in their names to be payable on the date of their attaining majority. However, the interest accrued on quarterly basis shall be paid to the children through their parent/guardian. In case, there are no surviving spouse/children, the claim shall then be payable to the legal heir of the deceased acceptor.

4. It is hoped that your State must have filed all the claims falling within the period 29th Nov 2005 to 28th Nov 2006 and 29th Nov., 2006 to 31st December, 2007 with the designated TPAs of Oriental Insurance Company for payment. If not already done, the remaining claims must be filed immediately and not later than 31st January, 2008. These claims will be settled as per the old insurance limits.

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5. The claims in respect of sterilization done w.e.f. 1st January, 2008 shall be filed with State offices of ICICI Lombard (List enclosed). In case of failure of sterilization, only those cases where sterilization operation was carried out on or after 29th November, 2005 and detected after 1st January, 2008 will be eligible under this policy and the same should also be filed with state offices of ICICI Lombard.

6. It is also informed that the ICICI Lombard will organise State level orientation Workshop for district level officials in consultation with you, accordingly, you may identify suitable date for the same during the month of February/March, 2008. Further to create awareness for the Scheme, it is also decided to place the wall paintings across the country on all districts and other sub-division hospitals. Design as approved by this Ministry, would be got painted by the insurer. A list of all district hospitals and sub-divisional hospitals, where the sterilization operations are normally carried out may be furnished at the earliest for this purpose.

7. For proper co-ordination & monitoring of this scheme in your State, you are requested to appoint, if not already appointed a senior officer from the Directorate of Family Welfare to liaison with Insurer and District officials. The name, address and telephone details of the nodal officer may be furnished to us at the earliest. It is further suggested that the State Quality Assurance Committee under your chairmanship should hold a quarterly meeting to review all pending matters including pending claims.

8. As per directions of hon. Supreme Court, the information needed to be compiled on quarterly basis, accordingly, you are requested to provide us the required information as per proforma by 15th of the month after each quarter.

9. I am enclosing herewith following documents for your record and necessary action, the Manual of the Scheme will be forwarded separately:

- (i) A copy of the Policy issued by ICICI Lombard General Insurance Company(Annex-I)
- (ii) MOU (Annex. -II)
- (iii) List of State Nodal Offices of ICICI Lombard (Annex.-III)
- (iv) Quarterly Proforma for reporting (Annex.-IV)

With regards,

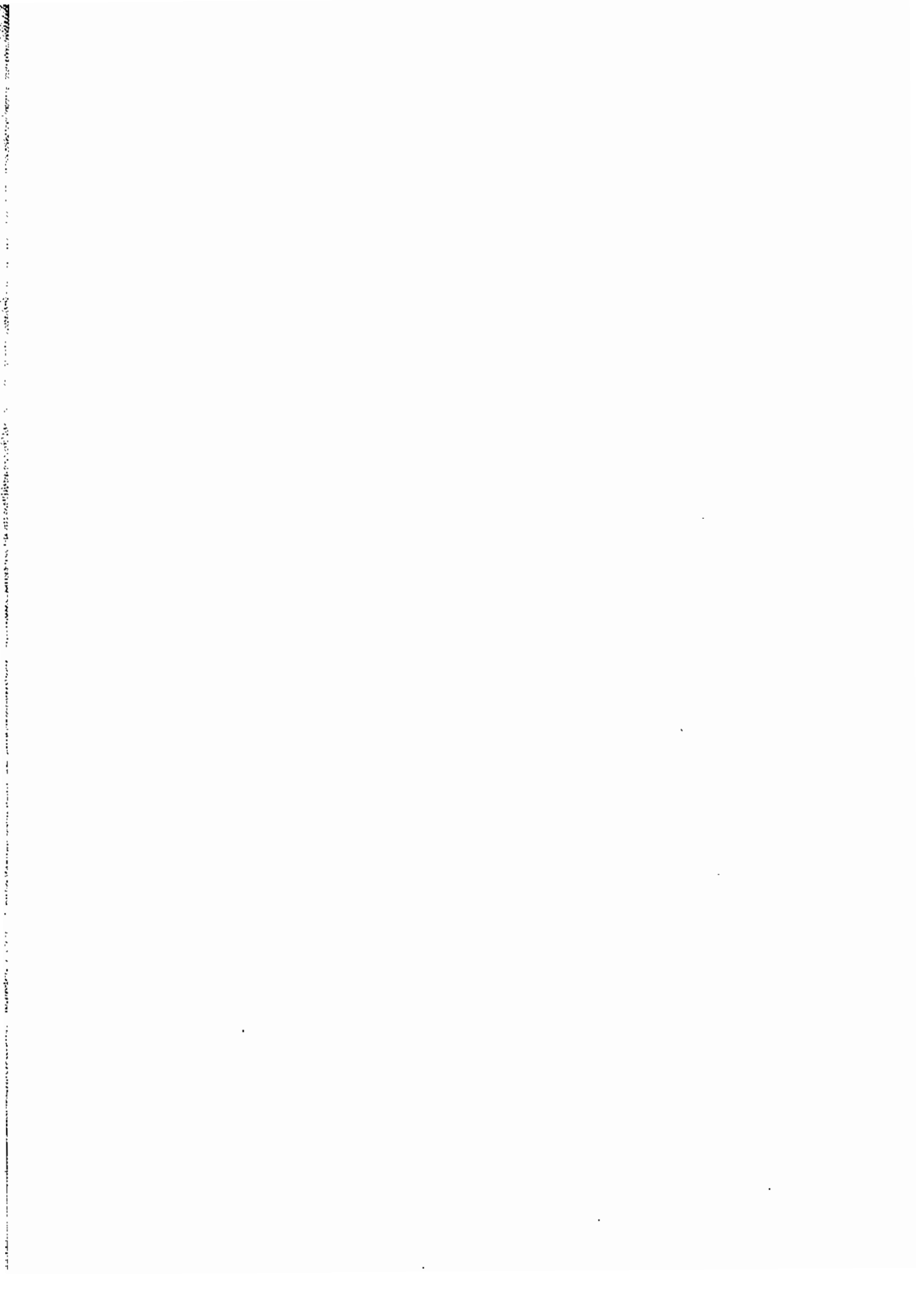
Yours sincerely,

To, ALL State Principal Secretaries / Secretaries (H)
Mission Directors


(G.C.Chaturvedi)

D.O. NO. N.23011/24/2008-POLICY

DATED 7TH JULY, 2008



S. No. 6

भारत सरकार

स्वास्थ्य एवं परिवार कल्याण मंत्रालय
निर्माण भवन, नई दिल्ली - 11010

Government of India

Ministry of Health & Family Welfare
Nirman Bhavan, New Delhi - 110

DO No. N.23011/24/2008-PLY
Dated 7th July, 2008



Amarjeet Sinha, IAS

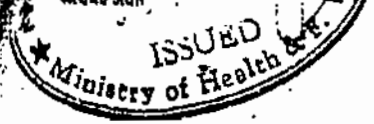
Joint Secretary

Telefax : 23069157

E-mail : amarjeet.sinha@nic.in

amarjeet.sinha@hotmail.com

amarjeetsinha@gmail.com



Dear Shri

Please refer to d.o. letter no. N.23011/8/2004-Ply(Vol-II) dated 19th Dec., 2007 from Shri G.C. Charturvedi, Addl. Secy & Mission Director (NRHM) regarding the submission of claims for the Policy period of Oriental Insurance Company Ltd., OIC ending 31.12.2007 under Family Planning Insurance Scheme by 31st January, 2008. A list of all pending claims with the (OIC) was also desired from concerned CMOs by 15th of February in this regard.

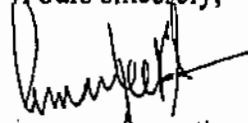
I would like to mention that a good number of claims for the period 2005 and 2006 are being reported to OIC by District officials even after the date prescribed above. District-wise list of pending claims with deficiency in the documents filed has been retrieved from OIC and enclosed for your ready reference. This Ministry has reviewed the pending claim files with OIC and observed that, inspite of 2-3 reminders the district officials have not complied with their requirement and depriving the beneficiaries from the benefits of the scheme.

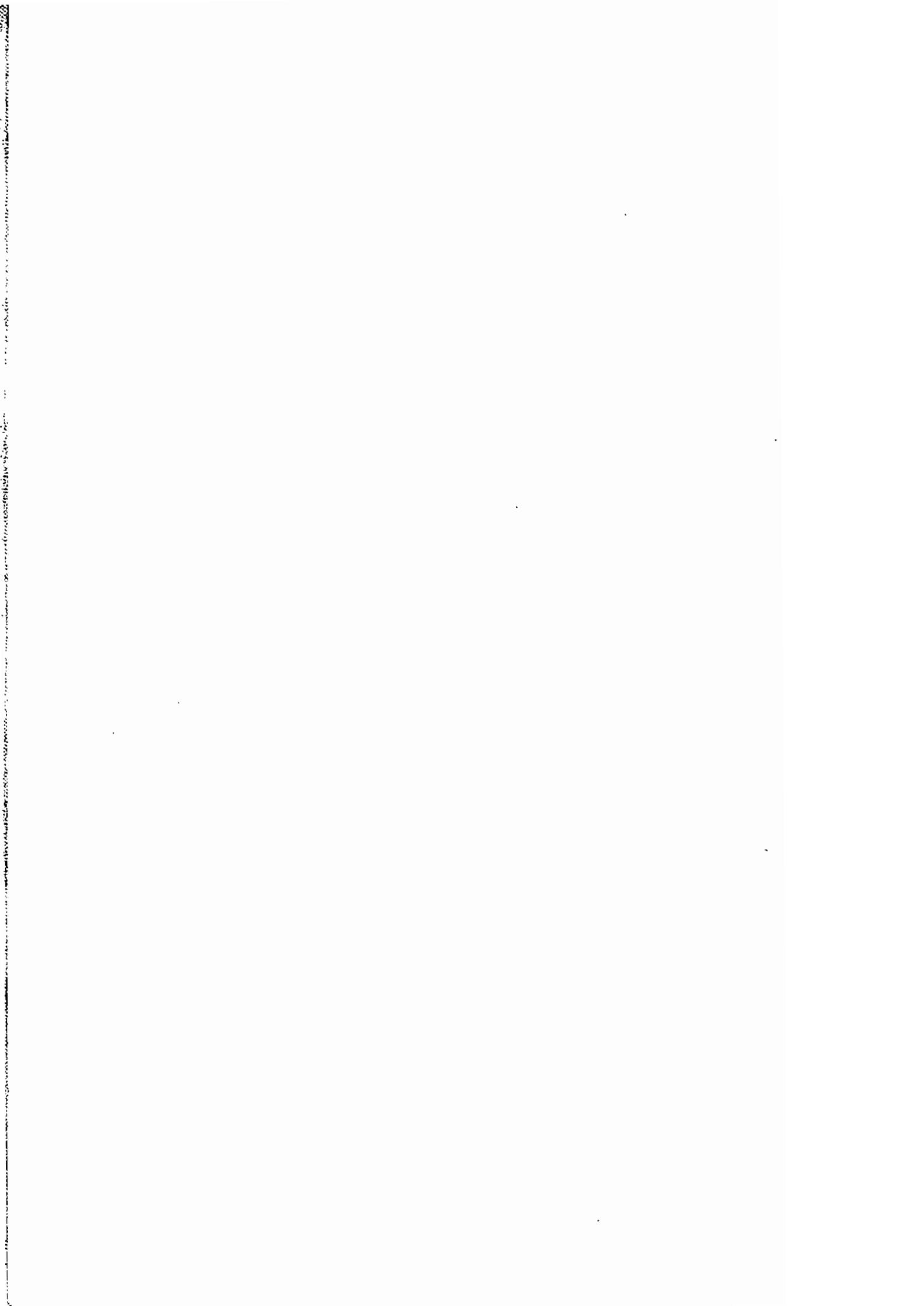
OIC has issued a final letter asking for the compliance of requirement of documents by 15th July 2008, failing which such claims shall be closed by them. You are requested to kindly direct the district CMOs to comply all the requirements and provide the same to Shri Kanti Ballabh, Sr. Divisional Manager, Oriental Insurance Company, Div. Office 16, 88 Janpath, New Delhi - 110 001, before 15th July, 2008. Any claim not paid on account of non-compliance of the requirement of documents, respective CMOs shall be held responsible, as there is non provision under government budget or under the new policy for settlement of such claims.

In the light of the above, I would request you to issue suitable instruction to the concerned District CMOs.

With regards,

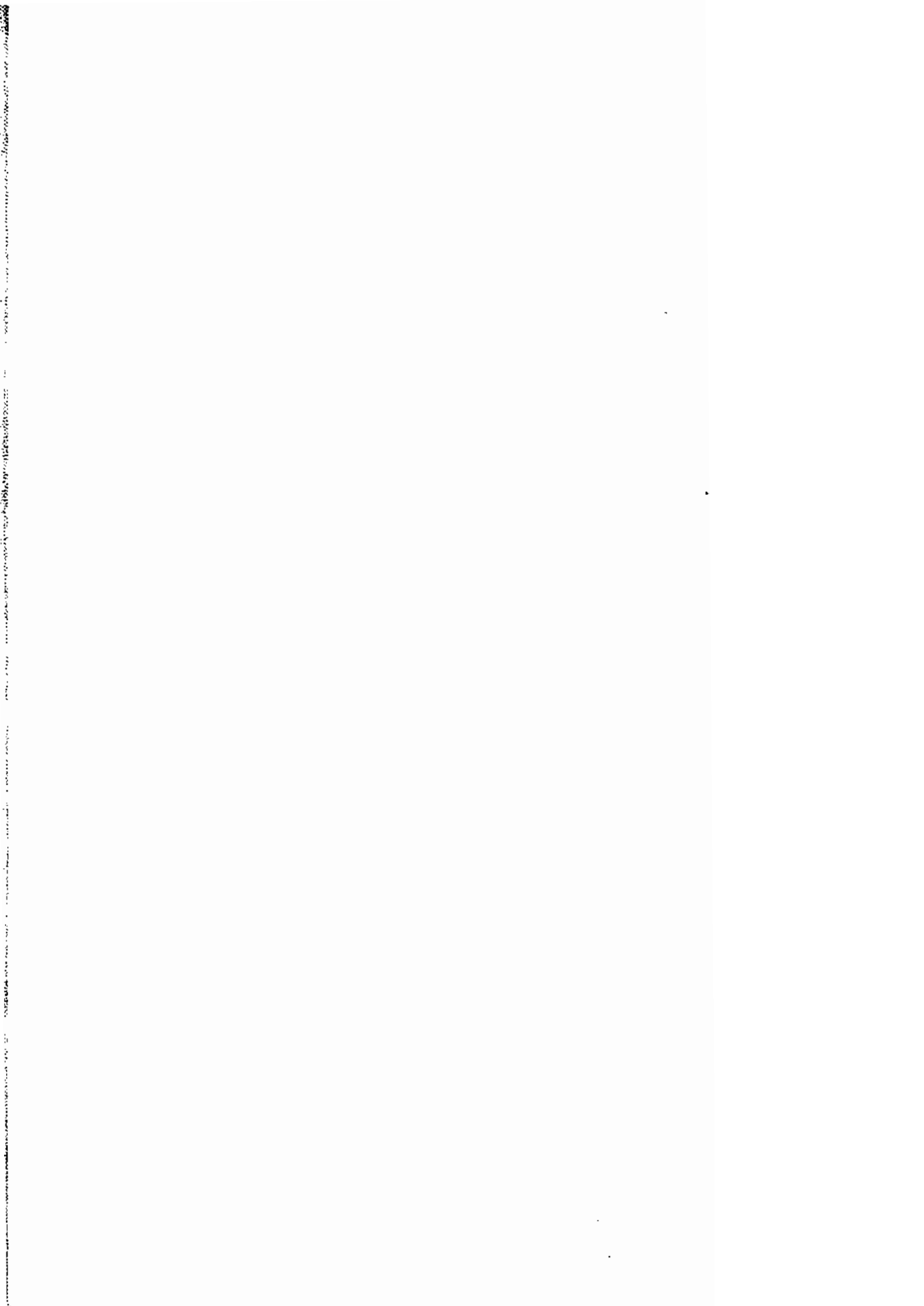
Yours sincerely,


(Amarjeet Sinha)
7/7/08



D.O. NO. N.23011/8/2004-POLICY

DATED 18TH DECEMBER, 2008





Handwritten signature and date: 19/12/08

speed best
भारत सरकार

स्वास्थ्य एवं परिवार कल्याण मंत्रालय
निर्माण भवन, नई दिल्ली - 110011

Government of India
Ministry of Health & Family Welfare
Man Bhavan, New Delhi - 110011

J. C. CHATURVEDI, IAS
Secretary &
Session Director (NRHM)
Phone : 23061451 Fax : 23061975
E-mail : chaturvedi_gc@nic.in



D.O. No. N.23011/8/2004-Ply
Dated 18th December, 2008

Dear Shri

This has reference to the Family Planning Insurance Scheme for the acceptors of sterilization procedure and indemnity cover to the providers being in operation since 29th November, 2005 and subsequently renewed with ICICI Lombard General Insurance for one year from 1/01/08 to 31/12/08. The present policy is expiring on 31st December, 2008. It is, therefore, necessary that all pending claims related to year 2008, should be filed with the insurance company without any further delay. In this regard, the following points need to be kept in view:

1. All claims related to expiring policy (1/01/08 to 31/12/08) of ICICI Lombard General Insurance (an incidence detected during the expiring policy) must be filed not later than 31st January, 2009 by the CMO/CDMO/CHMO/CDHMO/ DMO/DHO/Joint Director designated for this purpose at district level
2. For claims filed under the expiring policy after 31st January, 2009 and refused by the ICICI Lombard Insurance Company on this count, the respective district CMO/CDMO/CHMO/CDHMO/DMO/DHO/Joint Director shall be held responsible, as there is no provision under Government budget or under the new policy for settlement of such claims.
3. Any court case due to non-filing of claims after 31st January, 2009 would also be the responsibility of district officials.
4. The required information in the pending cases should also be provided to ICICI Lombard General Insurance immediately to settle claims.
5. The district-wise details of all pending claims under the expiring policy may be submitted to the ICICI Lombard General Insurance as well as to this Ministry by 31st January, 2009, so that the action may be taken to expedite the settlement of these claims.
6. State Nodal Officer appointed for this scheme by the State must monitor the filing of claims as well as their settlement with in above mentioned period.

It is also informed that we are in the process to renew the Family Planning Insurance scheme w.e.f. 1st January, 2009. The details for the same would be intimated to you in the first week of January, 2009.

In the light of above, I would request you to issue suitable instructions to the CMO/CDMO/CHMO/CDHMO/DMO/DHO/Joint Director designated for this purpose at district level.

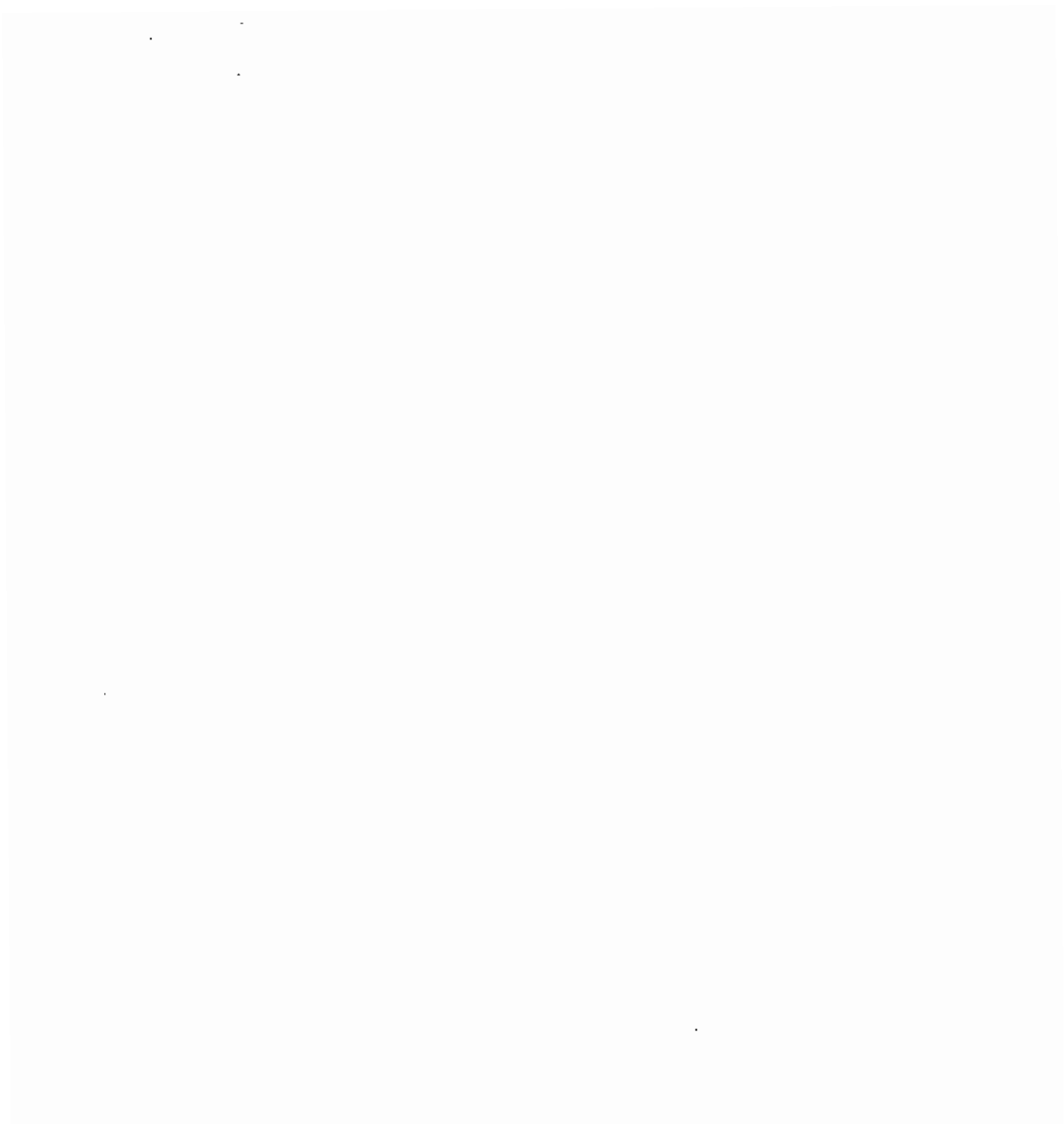
With regards,

Yours sincerely,

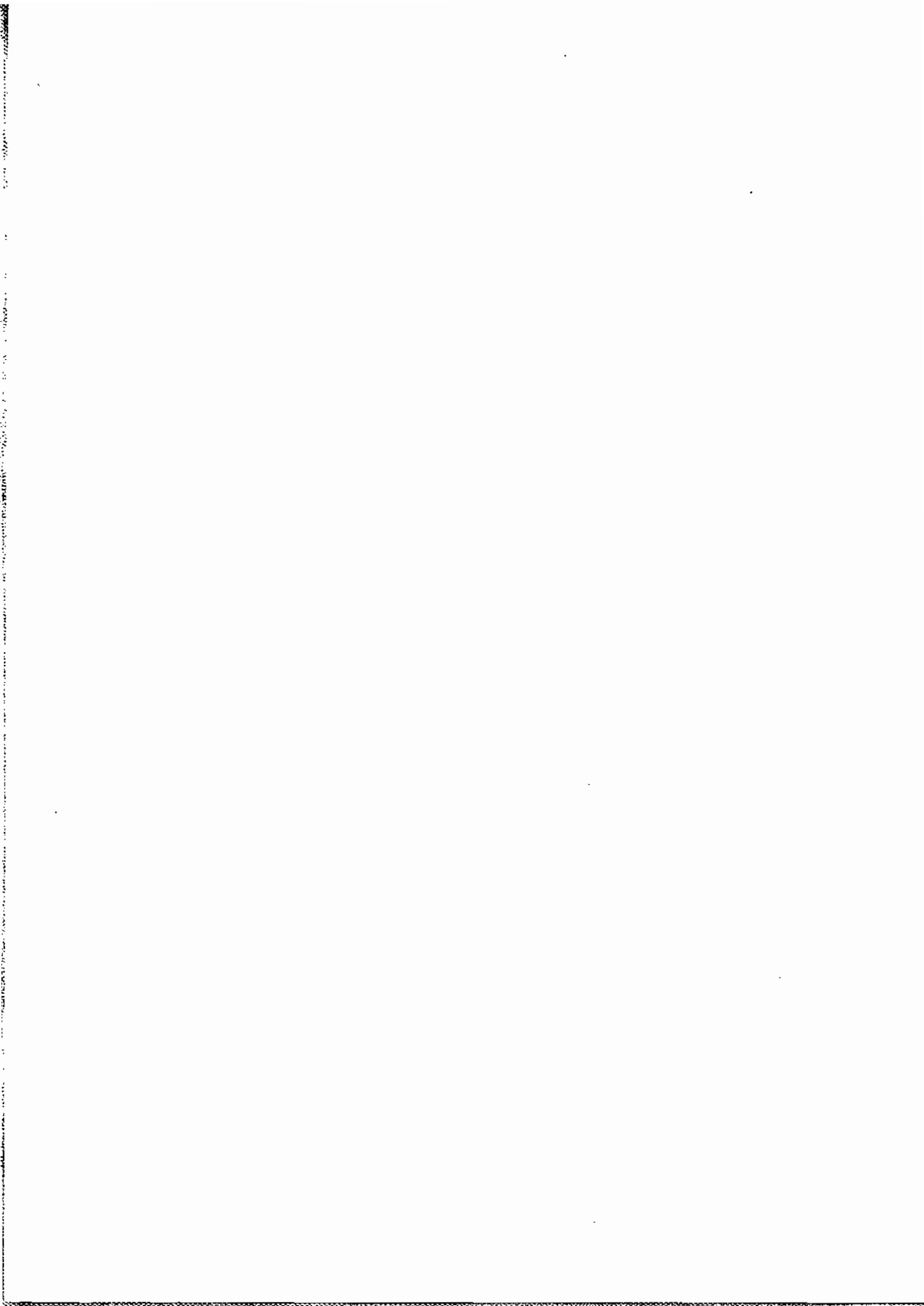
(G. C. Chaturvedi)

All State Secretaries/Principal Secretaries (H&FW)

Healthy Village, Healthy Nation



***D.O. NO. N.23011/39/2008-POLICY
DATED 12TH /19TH JANUARY 2009***





G.C. CHATURVEDI, IAS
Additional Secretary &
Mission Director (NRHM)
Tele : 23061451 Fax : 230619
E-mail : chaturvedi_gc@nic.in

R 22.
P. 3/10/09
19/1/09



भारत सरकार (182)
स्वास्थ्य एवं परिवार कल्याण मंत्रालय
निर्माण भवन, नई दिल्ली - 110108
Government of India
Ministry of Health & Family Welfare
Nirman Bhavan, New Delhi - 110108

D.O. No. N.23011/39/2008- Policy
Date the 12th January, 2009
19th

Dear

Subject: Renewal of Family Planning Insurance Scheme w.e.f. 1st January, 2009-reg.

The Family Planning Insurance Scheme was adopted as a National Policy complying with the directions of Hon'ble Supreme court to extend benefits to the acceptors of the sterilization. This scheme was implemented through Oriental Insurance Company from 29th November, 2005 to 31st December, 2007. Thereafter, this insurance scheme was being serviced by ICICI Lombard General Insurance Company from 1.1.2008 to 31.12.2008. The Policy has now been further renewed with the ICICI Lombard Insurance Company for a period of one year from 01st January, 2009 to 31st December, 2009. The coverage under the renewed Policy is as under:

Section	Coverage	Limits
IA	Death following sterilization in hospital or within 7 days from the date of discharge from the hospital.	Rs: 2 lakh.
IB	Death following sterilization within 8 - 30 days from the date of discharge from the hospital.	Rs. 50,000/-.
IC	Failure of Sterilisation leading/non-leading to child birth	Rs. 30,000/-.
ID	Cost of treatment upto 60 days arising out of complication from the date of discharge.	Actual not exceeding Rs.25, 000/-.
II	Indemnity Insurance per Doctor/facility but not more then 4 in a year.	Upto Rs. 2 lakh per claim

2. The Manual on Family Planning Insurance scheme has been suitably modified and is attached for reference. It is requested that the sterilization operations should be carried as per the Standard protocols and procedures developed and communicated to you earlier by this Ministry.

3. In the event of death following sterilisation during hospitalization or within the 7 days from the discharge of the hospital. as per Section-IA above , the Rogi Kalayan Samities (RKSs) at District level would be paying Rs. 50,000/- as an ex gratia to the first kin of the deceased. This ex gratia amount would be reimbursed to District RKSs while settling the claim and rest amount shall be paid to other eligible dependents by the insurer subject to admissibility of the claim. The CMO/CDMO/CHMO/CDHMO/DMO/DHO/Joint Director designated for this purpose at district level has to mention the same on claim cum medical certificate while filing the claim with the Insurer.

4. Claims under section 1A (Death following sterilization in hospital or within 7 days from the date of discharge from the hospital) and under Section 1B (Death following sterilization within 8-30 days from the date of discharge from the hospital) would be available equally to spouse and children of the deceased acceptor. Accordingly, the Consent Form should include the names of the spouse and all unmarried dependent children while enrolling herself/himself for sterilization operation. In case of no spouse, the payment shall be made to the unmarried dependent children. **Insurer will first reimburse Rs 50000/- to RKS of the District and the balance amount will be equally paid as per the procedure. If dependent children are minor, the payment shall be made by the insurer in the name of minor children.**

5. I hope that your State have filed all the claims under the policy for covered incidences detected within the period 1st Jan, 2008 to 31st December, 2008, with the State Nodal Offices of ICICI Lombard General Insurance Company. If not already done, the remaining claims must be filed immediately. The claims in respect of sterilization done w.e.f. 1st January, 2009 shall be filed with State offices of ICICI Lombard General Insurance Company.

6. Further to create awareness for the Scheme, it is also decided to place the wall paintings across the country on all districts and other sub-division hospitals. Design as approved by this Ministry, would be got painted by the insurer in local language of the state. A list of all district hospitals, sub-divisional hospitals and CHCs where the sterilization operations are normally carried out may be furnished to the Nodal Officer of ICICI Lombard General Insurance Company at the earliest for this purpose.

7. For proper co-ordination & monitoring of this scheme in your State, you are requested to appoint, if not already appointed, a senior officer from the Directorate of Family Welfare to liaison with Insurer and District officials. The contact details of the State Nodal Officer may be furnished to us at the earliest.

With regards,

Yours sincerely,

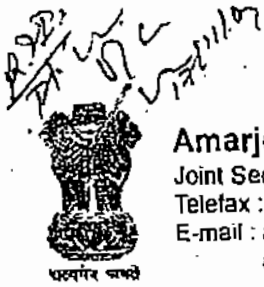

(G.C. Chaturvedi)

To,

The Principal Secretary/Secretary (H) & Mission Director NRHM of All States/UTs.

D.O. NO. N.23011/39/2008-POLICY
DATED 13TH /17TH NOVEMBER 2009

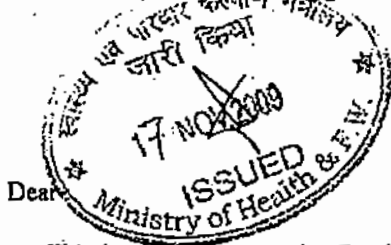




Amarjeet Sinha, IAS
Joint Secretary
Telefax : 23082157
E-mail : amarjeet.sinha@nic.in
amarjeet_sinha@hotmail.com
amarjeetsinha@gmail.com



भारत सरकार
स्वास्थ्य एवं परिवार कल्याण मंत्रालय
निर्माण भवन, नई दिल्ली - 110108
Government of India
Ministry of Health & Family Welfare
Nirman Bhavan, New Delhi - 110108



D.O. No. N-23011/39/2008-Policy
13th November 2009.

Dear

This has reference to the Family Planning Insurance Scheme (FPIS) for the accepters of sterilization procedure and indemnity cover to the providers being in operation since 29th November, 2005 and subsequently renewed with ICICI Lombard General Insurance from 1/01/09 to 31/12/09. The present policy is expiring on 31st December, 2009; it is, therefore, necessary that FPIS claims related to policy year 2009 should be filed within the stipulated period of 90 days from the date of an incidence detected during the expiring policy with the ICICI Lombard Insurance Company. In this regard, the following points need to be kept in view: -

1. FPIS claims related to expiring policy (1/01/09 to 31/12/09) of ICICI Lombard General Insurance must be filed within 90 days from the date of an incidence detected during the expiring policy by the CMO/CDMO/CHMO/CDHMO/DMO/DHO/Joint Director designated for this purpose at district level.
2. The claims filed under the expiring policy, after 90 days from the date of an incidence detected during the expiring policy and refused by the ICICI Lombard Insurance Company on this count, the respective district CMO/CDMO/CHMO/CDHMO/DMO/DHO/Joint Director designated for this purpose at district level shall be held responsible, as there is no provision under Government budget or under the new policy for settlement of such claims.
3. Any court case due to non-filing of claims within 90 days would also be the responsibility of district officials.
4. State Nodal Officer appointed for this scheme by the State should also monitor and supervise the filing of claims as well as their settlement within above mentioned period.

In the light of above, I would request you to issue suitable instructions to the CMO/CDMO/CHMO/CDHMO/DMO/DHO/Joint Director designated for this purpose at district level.

With regards,

Yours sincerely,

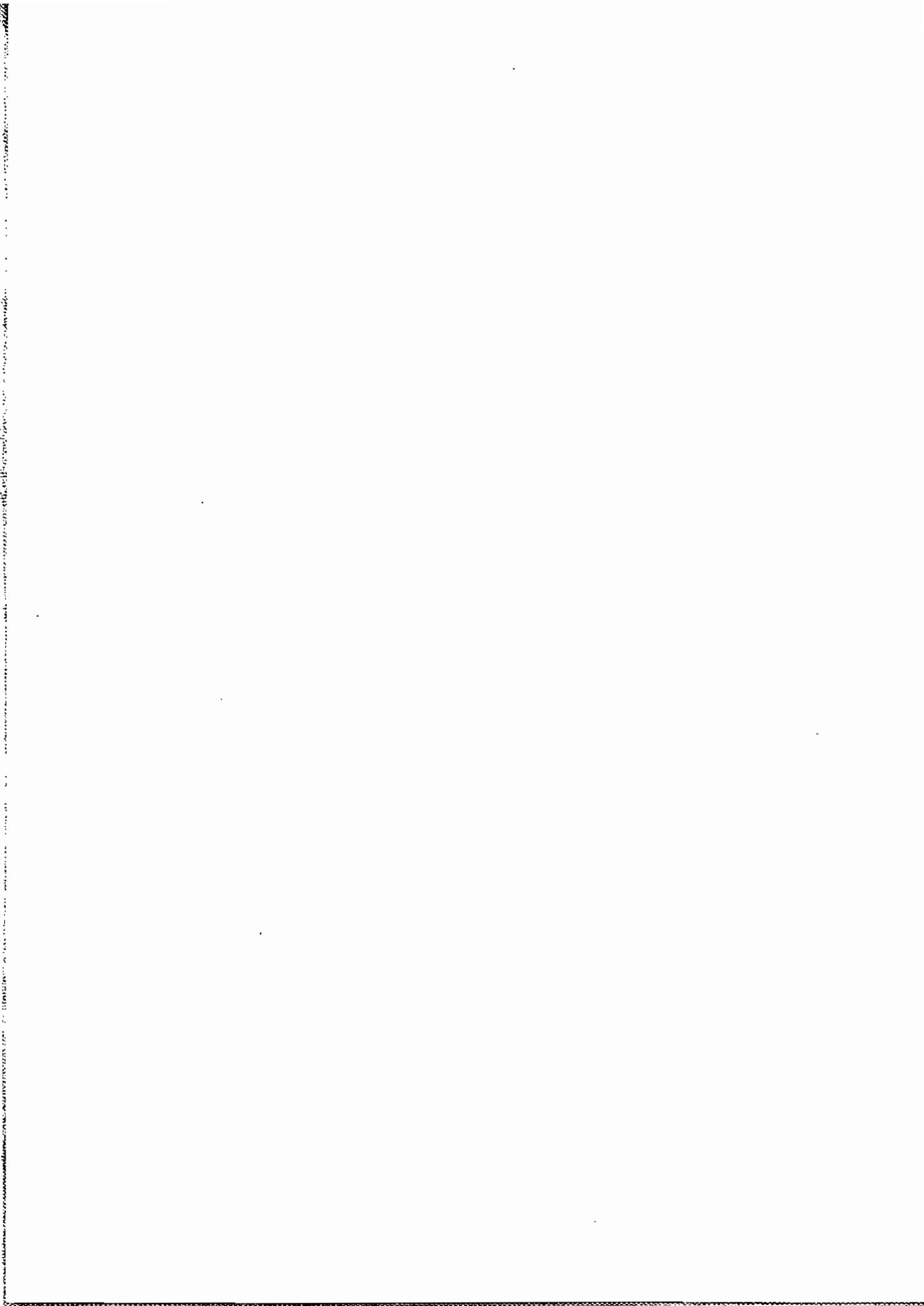
(Amarjeet Sinha)

To:
All-State Secys/Pr. Secys (Health)
(As per list attached.)

Healthy Village, Healthy Nation



एड्स - जानकारी ही बचाव है
Talking about AIDS is taking care of each other



***D.O. NO. N.23011/39/2008-POLICY
DATED 13TH /17TH NOVEMBER, 2009***





Amarjeet Sinha, IAS

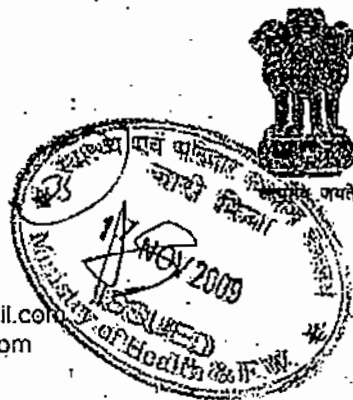
Joint Secretary

Telefax : 23062157

E-mail : amarjeet.sinha@nic.in

amarjeet_sinha@hotmail.com

amarjeetsinha@gmail.com



भारत सरकार

स्वास्थ्य एवं परिवार कल्याण मंत्रालय

निर्माण भवन, नई दिल्ली - 110108

Government of India

Ministry of Health & Family Welfare

Nirman Bhavan, New Delhi - 110108

D.O. No. N-23011/39/2008-Policy

13th November 2009.

Dear

This has reference to the Family Planning Insurance Scheme (FPIS) for the acceptors of sterilization procedure and indemnity cover to the providers being in operation since 29th November, 2005 and subsequently renewed with ICICI Lombard General Insurance from 1/01/09 to 31/12/09. The present policy is expiring on 31st December, 2009; it is, therefore, necessary that FPIS claims related to policy year 2009 should be filed within the stipulated period of 90 days from the date of an incidence detected during the expiring policy with the ICICI Lombard Insurance Company. In this regard, the following points need to be kept in view: -

1. FPIS claims related to expiring policy (1/01/09 to 31/12/09) of ICICI Lombard General Insurance must be filed within 90 days from the date of an incidence detected during the expiring policy by the CMO/CDMO/CHMO/CDHMO/DMO/DHO/Joint Director designated for this purpose at district level.
2. The claims filed under the expiring policy, after 90 days from the date of an incidence detected during the expiring policy and refused by the ICICI Lombard Insurance Company on this count, the respective district CMO/CDMO/CHMO/CDHMO/DMO/DHO/Joint Director designated for this purpose at district level shall be held responsible, as there is no provision under Government budget or under the new policy for settlement of such claims.
3. Any court case due to non-filing of claims within 90 days would also be the responsibility of district officials.
4. State Nodal Officer appointed for this scheme by the State should also monitor and supervise the filing of claims as well as their settlement within above mentioned period.

In the light of above, I would request you to issue suitable instructions to the CMO/CDMO/CHMO/CDHMO/DMO/DHO/Joint Director designated for this purpose at district level.

With regards,

Yours sincerely,

(Amarjeet Sinha)

To:

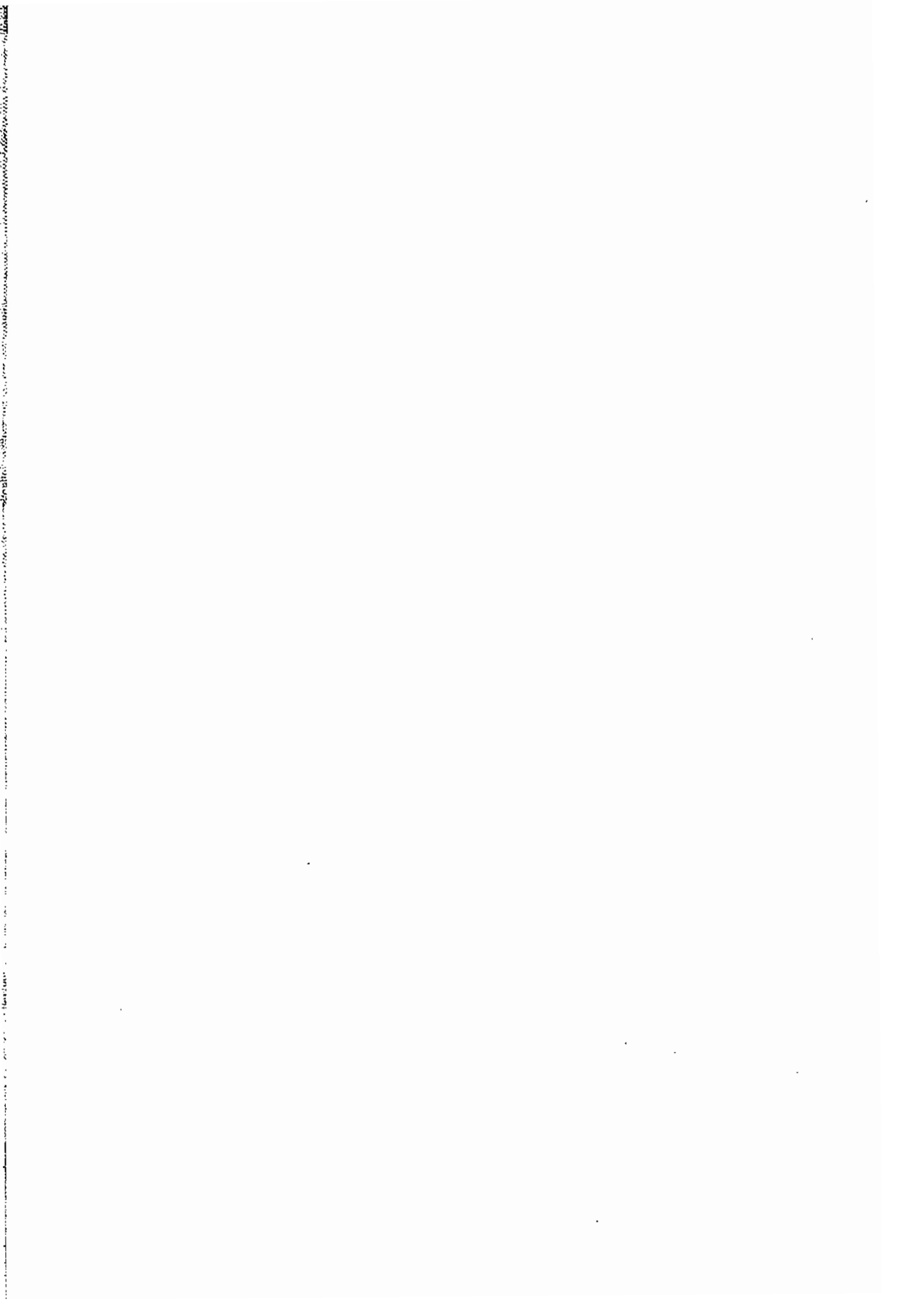
All Mission Directors, NRHM (As per list).

Healthy Village, Healthy Nation



एड्स - जानकारी ही बचाव है

Talking about AIDS is talking care of each other



D.O. NO. N.23011/39/2008-POLICY
DATED 2ND MARCH, 2010



P. 22
28-2200e
DO letters
M. D. S.
3 letters
Secretary
to the list
3/3

JS (AM)



Final letter speed post

D. O. No. N.23011/39/2008 - Policy
Dated 02/03/2010

Dear Sir/ Madam,

**Subject: Filing of Family Planning Insurance Scheme
Claims under Expired Policy 2009 - reg.**

Your kind attention is invited to DO letter of even no. dated 13/17-11-2009 and No. N 23011/57/2009 dated 22/01/2010 of this Ministry advising for filing of **FPIS claims under Policy - 2009 expired on 31/12/2009.**

I would like to bring to your notice that District Officials are not filing the FPIS claims with ICICI Lombard General Insurance Company within the stipulated **period of 90 days from the date of detection of the covered** incidence leading to **rejection of claims** for the reason of inordinate delay or non compliance of the requirements inspite of 3 reminders. **Instances have been reported that claims are being filed after 300 days under the expired Policy - 2008.**

It is to mention that **any claim related to expired Policy - 2009 shall not be entertained** by the ICICI Lombard General Insurance Company, **if, it is not filed within 90 days of detection** of the covered cause as well as reported after **31st March, 2010**. It is, therefore, necessary that **all pending claims related to year 2009, should be filed with the ICICI Lombard General Insurance Company without any further delay**. In this regard, the following points need to be kept in view:

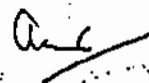
1. All claims related to expired policy (1/01/09 to 31/12/09) of ICICI Lombard General Insurance (an incidence detected during the expiring policy) must be filed not later than **31st March, 2010** by the CMO/CDMO/CHMO/CDHMO/DMO/DHO/Joint Director designated for this purpose at district level
2. For claims filed under the expired policy after **31st March, 2009** and refused by the ICICI Lombard Insurance Company on this count, the respective District CMO/CDMO/CHMO/ CDHMO/DMO/DHO/Joint Director **designated for this purpose at district level shall be held responsible**, as there is no provision

under Government budget or under the new policy for settlement of such claims.

3. Any court case due to non-filing of claims after **31st March, 2010** would also be the **responsibility of district officials**.
4. The district-wise details of all pending claims under the expired policy -2009 may be submitted to the ICICI Lombard General Insurance as well as to this Ministry by **31st March, 2009 in a attached format**, so that follow up can be done with ICICI to expedite the settlement of these claims.
5. For **proper co-ordination & monitoring** of this scheme in your State, you are requested to appoint, **if not already appointed, a Senior Officer from the Directorate of Family Welfare** to liaison with Insurer and District officials. **The contact details of the State Nodal Officer may be furnished to us at the earliest.**

Kind regards

Yours sincerely,



(Amit Mohan Prasad)

All State Principal Secretaries/Secretaries Health & FW
Copy to: All State Mission Director (NRHM)



D.O. NO. N.23011/39/2008-POLICY

DATED 22ND/28TH JUNE, 2010



N.23011/39/2008 - Policy
Ministry of Health & family Welfare
Government of India

speed post

Nirman Bhawan, New Delhi

Dated: 22/06/2010
78

Dear Sir/Madam,

**Subject: Filing of Family Planning Insurance Scheme
Claims under Expired Policy 2009 - reg.**

Your kind attention is invited to DO letter of even no. dated 02/03/2010 of this Ministry advising that under expired Policy -2009 claims shall **not be entertained** by the ICICI Lombard General Insurance Company, **if, it is not filed within 90 days of detection** of the covered cause as well as reported after 31st March, 2010.

I would like to bring to your notice that District Officials are still not filing the FPIS claims with ICICI Lombard General Insurance Company within the stipulated **period of 90 days from the date of detection of the covered incidence leading to rejection of claims** for the reason of inordinate delay or non compliance of the requirements. **Instances have been reported that claims are being filed after 300 days.** As a special case ICICI has agreed to accept the **claims upto 30th June, 2010 under expired policy -2009.** In this regard, the following points need to be kept in view:

1. All claims related to expired policy (1/01/09 to 31/12/09) of ICICI Lombard General Insurance (**an incidence detected during the expiring policy**), must be filed not later than **30th June, 2010** by the CMO/ CDMO/ CHMO/CDHMO/ DMO/DHO/Joint Director designated for this purpose at district level
2. For claims filed under the expired policy after **30th June, 2010** and refused by the ICICI Lombard Insurance Company on this count, the respective CMO/CDMO/CHMO/ CDHMO/DMO/DHO/Joint Director **designated for this purpose at district level shall be held responsible**, as there is no provision under Government budget or under the new policy for settlement of such claims.

3. Any court case due to non-filing of claims after **30th June, 2010** would also be the **responsibility of the designated district officials.**
4. For **proper co-ordination & monitoring** of this scheme in your State, you are requested to appoint a **Senior Officer from the Directorate of Family Welfare** to liaison with Insurer and District officials. **The contact details including mobile number, fax no etc of the State Nodal Officer may be furnished to us at the earliest.**

In this regard necessary instructions may kindly be issued to the concerned designated district official for this purpose at district level.

Yours faithfully,



(Dr Sharat Chauhan)

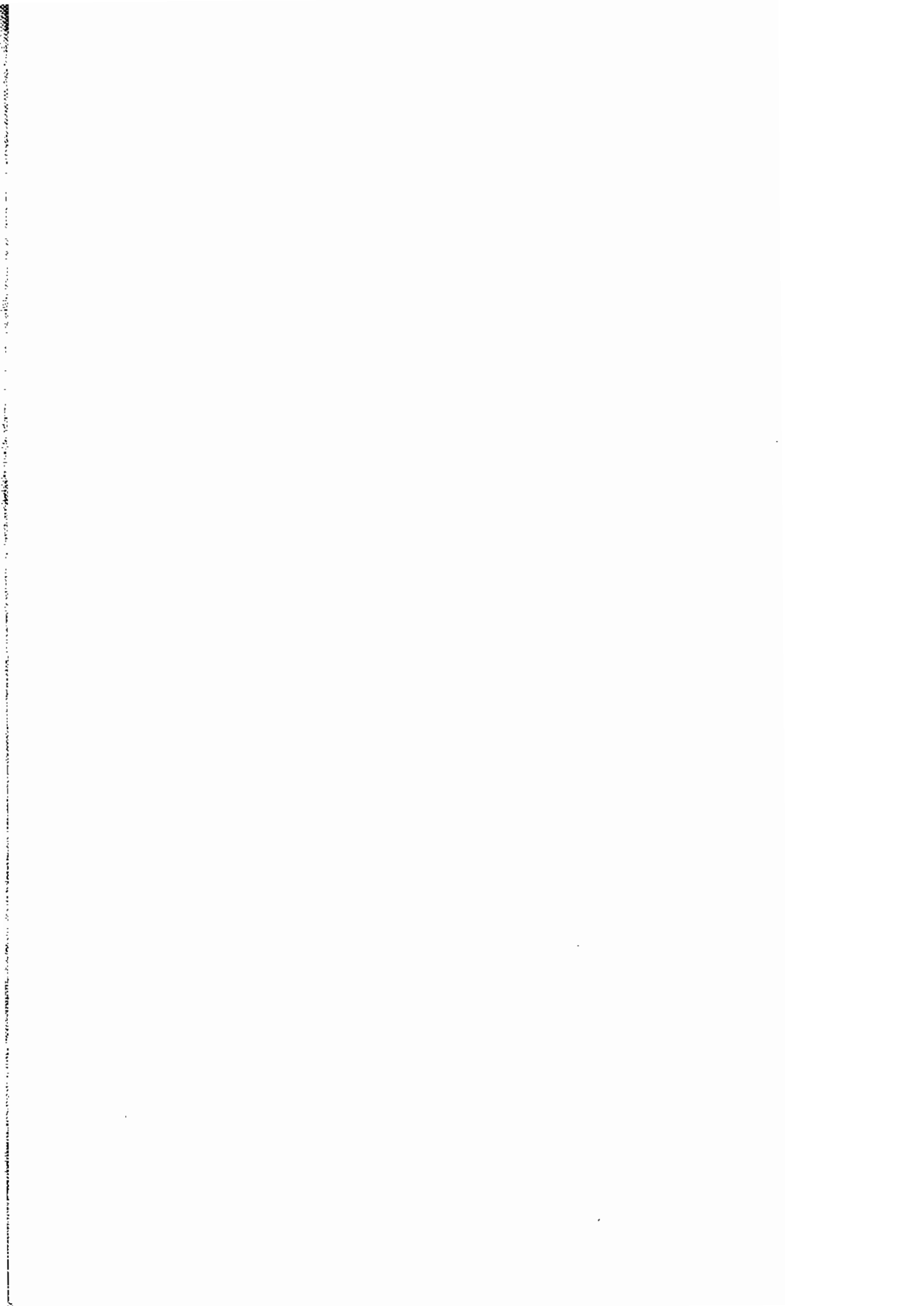
By name to

All State/UTs Principal Secretaries/ Secretaries (H&FW)

All State/UTs Mission Directors (NRHM)

o/c

***D.O. NO. N.23011/57/2009-POLICY
DATED 22ND JANUARY/2ND FEBRUARY, 2010***





Handwritten notes:
 PAF
 35
 21/01/2010
 Mission
 staff
 to
 21/01/2010



AMIT MOHAN PRASAD, IAS
 Joint Secretary
 Tele : 23061195
 Telefax : 23061842
 e-mail : am.prasad@nic.in

भारत सरकार
 स्वास्थ्य एवं परिवार कल्याण मंत्रालय
 निर्माण भवन, नई दिल्ली - 110108
 GOVERNMENT OF INDIA
 MINISTRY OF HEALTH & FAMILY WELFARE
 NIRMAN BHAVAN, NEW DELHI - 110108

D. O. No. N.23011/57/2009 - Policy
Dated 22-01-2010

02/02/2010

Dear Sir / Madam

Subject: Renewal of Family Planning Insurance Scheme w.e.f. 1st January, 2010 - reg.

The Family Planning Insurance Scheme was adopted as a National Policy complying with the directions of Hon'ble Supreme court to extend benefits to the acceptors of the sterilization. This scheme was implemented through Oriental Insurance Company from 29th November, 2005 to 31.12.2007. This insurance policy was being serviced by ICICI Lombard General Insurance Company from 1.1.2008 to 31.12.2009. The Policy has again been renewed with the ICICI Lombard General Insurance Company for a period of one year from 01st January, 2010 to 31st December, 2010. The coverage under the renewed Policy is as under:

Section	Coverage	Limits
IA	Death following Sterilization in hospital or within 7 days from the date of discharge from the hospital.	Rs. 2 lakh.
IB	Death following Sterilization within 8 - 30 days from the date of discharge from the hospital.	Rs. 50,000/-
IC	Failure of Sterilization leading/non-leading to child birth	Rs. 30,000/-
ID	Cost of treatment upto 60 days arising out of complication from the date of discharge.	Actual not exceeding Rs.25, 000/-
II	Indemnity Insurance per Doctor/facility but not more than 4 in a year.	Upto Rs. 2 lakh per claim
Total liability of the Insurance Company shall not exceed Rs. 14.00 crores under the policy in a year.		

2. The MOU- 2010 has following addendum:

- Point No 3:** Policy period shall remain in operation from 00.00 hours of 1st January, 2010 to 31st December 2010.
- Point No 4:** Total Liability of the Insurance Company shall not exceed Rs. 14 crores in a year under the policy.
- Point No 5:** Number of acceptors shall be 50 lakhs.
- Point No. 27:** Parameters for review of the scheme: Clause 2 stands deleted.
- Point No 31:** Mechanism for Awareness generation: under this Para of agreement clauses a), e) & g) stand deleted

3. Other terms and conditions shall remain the same as in 2009 agreement with ICICI Lombard General Insurance Company.

4. I hope that your State has filed all the claims under the expired Policy - 2009 for covered incidences detected during the period 1st Jan, 2009 to 31st December, 2009, with the State Nodal Offices of ICICI Lombard General Insurance Company. If not already done, the concerned District Officers may be instructed to file the claims within 90 days of the detection of the incidence under expired Policy-2009. The covered incidences detected in respect of sterilization done w.e.f. 1st January, 2010 shall be filed with State offices of ICICI Lombard General Insurance Company under renewed Policy - 2010.

5. Further, to create awareness for the Scheme, it has also been decided to create awareness through wall paintings across the country in all Districts and Sub-Division Hospitals. Design as approved by this Ministry, would be got painted by the State in local language of the state. The funds under IEC in NRHM may be used for this.

6. For proper co-ordination & monitoring of this scheme in your State, you are requested to appoint, if not already appointed, a Senior Officer from the Directorate of Family Welfare to liaison with Insurer and District officials. The contact details of the State Nodal Officer may be furnished to us at the earliest.

7. As per directions of Hon'ble Supreme Court, the information regarding number of sterilization done and claims reported in respect of failure, complications and death needs to be compiled on quarterly basis at District and State level. Accordingly, I would request you to kindly instruct the State Nodal Officer for this Scheme to provide above information in the prescribed proforma by 15th of the month after each quarter to this Ministry.

Kind regards,

Yours sincerely,



(Amit Mohan Prasad)

To,

ALL MISSION DIRECTORS (NRHM)

ALL States / U.T.s

***D.O. NO. N.23011/57/2009-POLICY
DATED 22ND JANUARY/2ND FEBRUARY, 2010***

R 21
 Please
 (35) letters
 to Secy shall state
 according to
 lead of
 02/01/2010

AMIT MOHAN PRASAD, IAS
 Joint Secretary,
 Tele 23061195
 Telefax 23061842
 e-mail am.prasad@nic.in

ISSUED
 02/01/2010



भारत सरकार
 स्वास्थ्य एवं परिवार कल्याण मंत्रालय
 निर्माण भवन, नई दिल्ली - 110108
 GOVERNMENT OF INDIA
 MINISTRY OF HEALTH & FAMILY WELFARE
 NIRMAN BHAVAN, NEW DELHI - 110108

D. O. No. N.23011/57/2009 - Policy
 Dated 22-01-2010
 02/01/2010

Dear Sir/Madam:

**Subject: Renewal of Family Planning Insurance Scheme w.c.f.
1st January, 2010 - reg.**

The Family Planning Insurance Scheme was adopted as a National Policy complying with the directions of Hon'ble Supreme court to extend benefits to the acceptors of the sterilization. This scheme was implemented through Oriental Insurance Company from 29th November, 2005 to 31.12.2007. This insurance policy was being serviced by ICICI Lombard General Insurance Company from 1.1.2008 to 31.12.2009. The Policy has again been renewed with the ICICI Lombard General Insurance Company for a period of one year from 01st January, 2010 to 31st December, 2010. The coverage under the renewed Policy is as under:

Section	Coverage	Limits
IA	Death following Sterilization in hospital or within 7 days from the date of discharge from the hospital.	Rs. 2 lakh.
IB	Death following Sterilization within 8 - 30 days from the date of discharge from the hospital.	Rs. 50,000/-
IC	Failure of Sterilization leading/non-leading to child birth	Rs. 30,000/-
ID	Cost of treatment upto 60 days arising out of complication from the date of discharge.	Actual not exceeding Rs.25, 000/-
II	Indemnity Insurance per Doctor/facility but not more than 4 in a year.	Upto Rs. 2 lakh per claim
Total liability of the Insurance Company shall not exceed Rs. 14.00 crores under the policy in a year.		

2. The MOU- 2010 has following addendum:

- Point No 3: Policy period shall remain in operation from 00.00 hours of 1st January, 2010 to 31st December 2010.
- Point No 4: Total Liability of the Insurance Company shall not exceed Rs. 14 crores in a year under the policy.
- Point No 5: Number of acceptors shall be 50 lakhs.
- Point No. 27: Parameters for review of the scheme: Clause 2 stands deleted.
- Point No 31: Mechanism for Awareness generation: under this Para of agreement clauses a), e) & g) stand deleted

3. Other terms and conditions shall remain the same as in 2009 agreement with ICICI Lombard General Insurance Company.

4. I hope that your State has filed all the claims under the expired Policy - 2009 for covered incidences detected during the period 1st Jan, 2009 to 31st December, 2009, with the State Nodal Offices of ICICI Lombard General Insurance Company. If not already done, the concerned District Officers may be instructed to file the claims within 90 days of the detection of the incidence under expired Policy-2009. The covered incidences detected in respect of sterilization done w.e.f. 1st January, 2010 shall be filed with State offices of ICICI Lombard General Insurance Company under renewed Policy - 2010.

5. Further, to create awareness for the Scheme, it has also been decided to create awareness through wall paintings across the country in all Districts and Sub-Division Hospitals. Design as approved by this Ministry, would be got painted by the State in local language of the state. The funds under IEC in NRHM may be used for this.

6. For proper co-ordination & monitoring of this scheme in your State, you are requested to appoint, if not already appointed, a Senior Officer from the Directorate of Family Welfare to liaison with Insurer and District officials. The contact details of the State Nodal Officer may be furnished to us at the earliest.

7. As per directions of Hon'ble Supreme Court, the information regarding number of sterilization done and claims reported in respect of failure, complications and death needs to be compiled on quarterly basis at District and State level. Accordingly, I would request you to kindly instruct the State Nodal Officer for this Scheme to provide above information in the prescribed proforma by 15th of the month after each quarter to this Ministry.

Kind regards,

Yours sincerely,



(Amit Mohan Prasad)

To,
Principal Secretaries / Secretaries
ALL States/UTs.

D.O. NO. N.23011/57/2009-POLICY
DATED 7TH DECEMBER, 2010



AMIT MOHAN PRASAD, IAS

Joint Secretary

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भारत सरकार

स्वास्थ्य एवं परिवार कल्याण मंत्रालय

निर्माण भवन, नई दिल्ली - 110108

GOVERNMENT OF INDIA

MINISTRY OF HEALTH & FAMILY WELFARE

NIRMAN BHAVAN, NEW DELHI - 110108

D. O. No. N. 23011/57/2009 - Ply

Dated: 07/12/2010

Dear Sir / Madam

You are aware that **Family Planning Insurance Scheme** has been introduced on the direction of Hon'ble Supreme Court of India for the accepters of sterilization procedure and indemnity cover to the providers since **29th November, 2005**.

The current policy with ICICI Lombard General Insurance is **expiring on 31/12/10** and Ministry of Health & Family Welfare has already initiated action for its renewal for the year 2011. Therefore, it is necessary that all **FPIS claims** should be filed **within the stipulated period of 90 days from the date of an incidence detected under expiring policy 2010** with the ICICI Lombard Insurance Company. The following points need to be strictly adhered to:

1. FPIS claims related to expiring policy (1/01/10 to 31/12/10) must be filed **within 90 days from the date of an incidence detected under Expiring Policy-2010** by the CMO/ CDMO/ CHMO /CDHMO/ DMO /DHO /Joint Director designated for this purpose at district level with **ICICI Lombard General Insurance Company**.
2. For claims filed under the expiring policy **after 90 days from the date of an incidence detected during the expiring policy** and refused by the ICICI Lombard Insurance Company on this count, the respective district CMO/CDMO/CHMO/CDHMO/DMO/DHO/Joint Director **designated for this purpose at district level shall be held responsible**, as there is no provision under Government budget or under the new policy for settlement of such claims.
3. Any court case liability due to **non-filing of claims after 90 days** would also be the responsibility of district officials.
4. **State Nodal Officer** appointed for this scheme by the State **should also monitor and supervise the filing of claims as well as their settlement** within the above mentioned period.

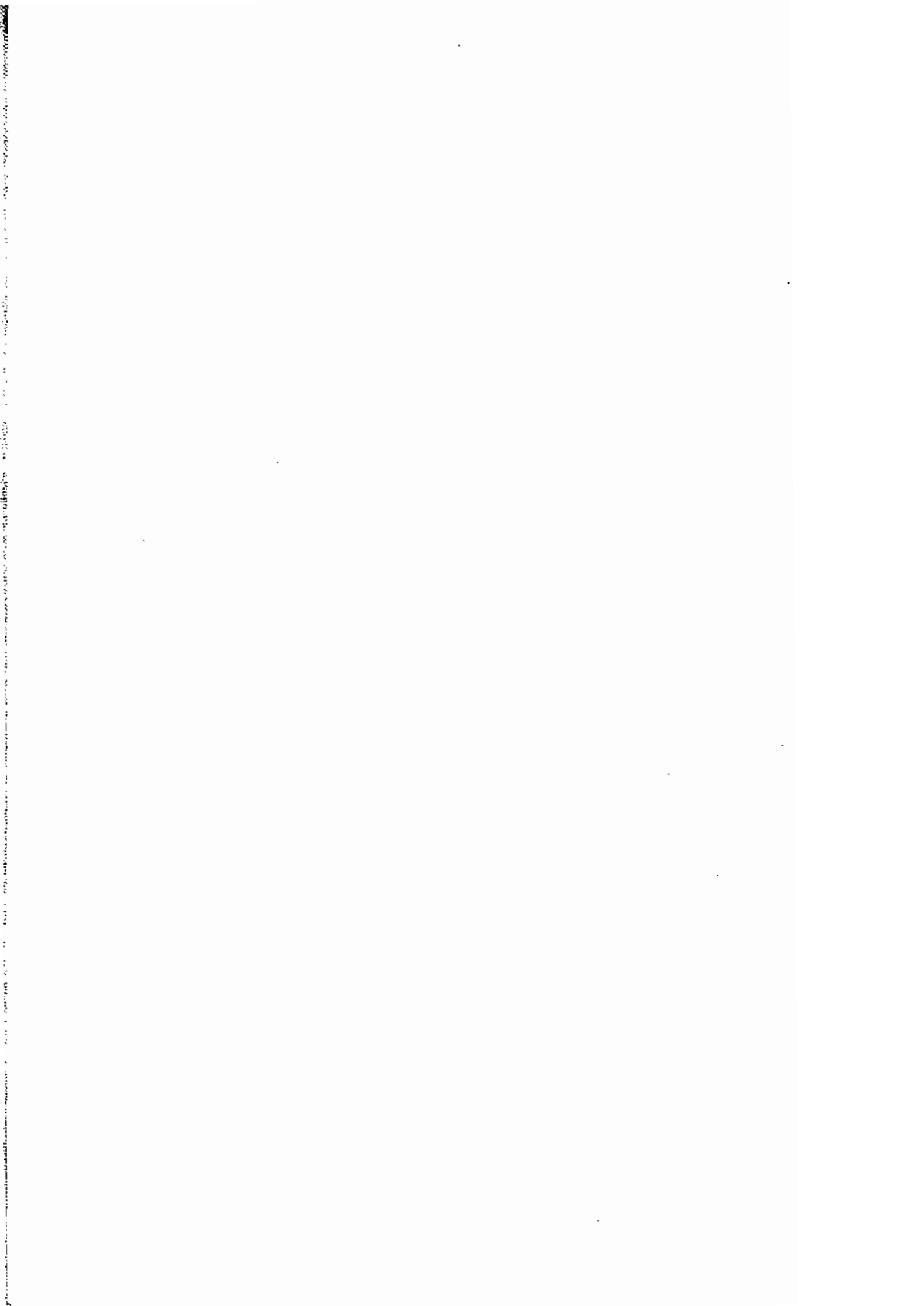
I would request you to issue suitable instructions to the **CMO/CDMO/CHMO/CDHMO/DMO/DHO/Joint Director designated** for this purpose at district level, for compliance of above

With regards,

Yours sincerely,

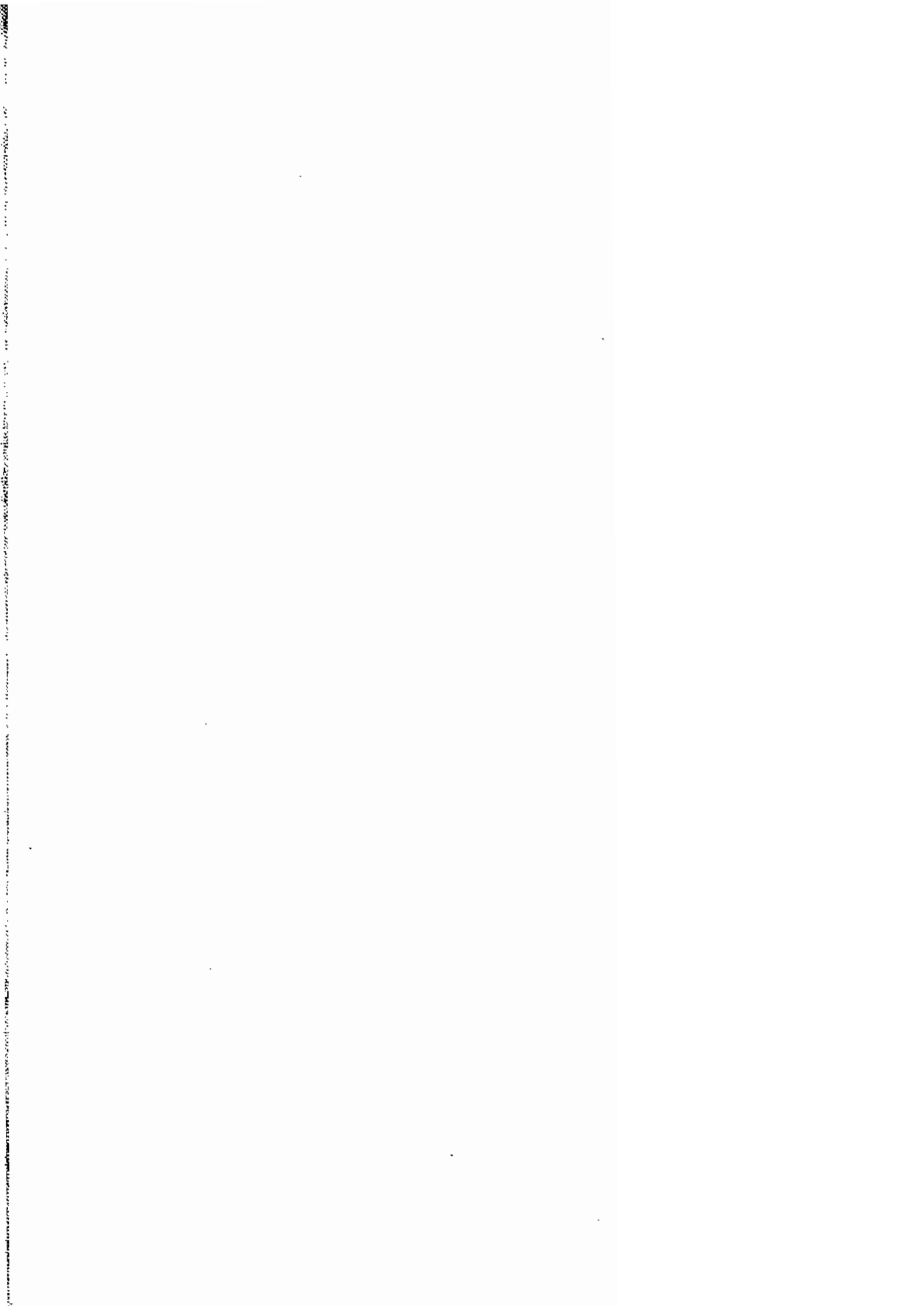
(Amit Mohan Prasad)

All States Secretaries/Principal Secretaries (H&FW)



D.O. NO. N.23011/57/2009-POLICY

DATED 7TH DECEMBER, 2010





AMIT MOHAN PRASAD, IAS

Joint Secretary

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भारत सरकार

स्वास्थ्य एवं परिवार कल्याण मंत्रालय

निर्माण भवन, नई दिल्ली 110108

GOVERNMENT OF INDIA

MINISTRY OF HEALTH & FAMILY WELFARE

NIRMAN BHAVAN, NEW DELHI - 110108

D. O. No. N. 23011/57/2009 - Ply

Dated: 07/12/2010

Dear Sir / Madam

You are aware that **Family Planning Insurance Scheme** has been introduced on the **direction of Hon'ble Supreme Court of India** for the accepters of sterilization procedure and indemnity cover to the providers since **29th November, 2005**.

The current policy with ICICI Lombard General Insurance is **expiring on 31/12/10** and Ministry of Health & Family Welfare has already initiated action for its **renewal** for the year 2011. Therefore, it is necessary that all **FPIS claims** should be filed **within the stipulated period of 90 days from the date of an incidence detected under expiring policy 2010** with the ICICI Lombard Insurance Company. **The following points need to be strictly adhered to:**

1. FPIS claims related to expiring policy (1/01/10 to 31/12/10) must be filed **within 90 days from the date of an incidence detected under Expiring Policy-2010** by the CMO/ CDMO/ CHMO /CDHMO/ DMO /DHO /Joint Director designated for this purpose at district level **with ICICI Lombard General Insurance Company**.
2. For claims filed under the expiring policy **after 90 days from the date of an incidence detected during the expiring policy** and refused by the ICICI Lombard Insurance Company on this count, the respective district CMO/CDMO/CHMO/CDHMO/DMO/DHO/Joint Director **designated for this purpose at district level shall be held responsible**, as there is no provision under Government budget or under the new policy for settlement of such claims.
3. Any court case liability due to **non-filing of claims after 90 days** would also be the responsibility of district officials.
4. **State Nodal Officer** appointed for this scheme by the State **should also monitor and supervise the filing of claims as well as their settlement** within the above mentioned period.

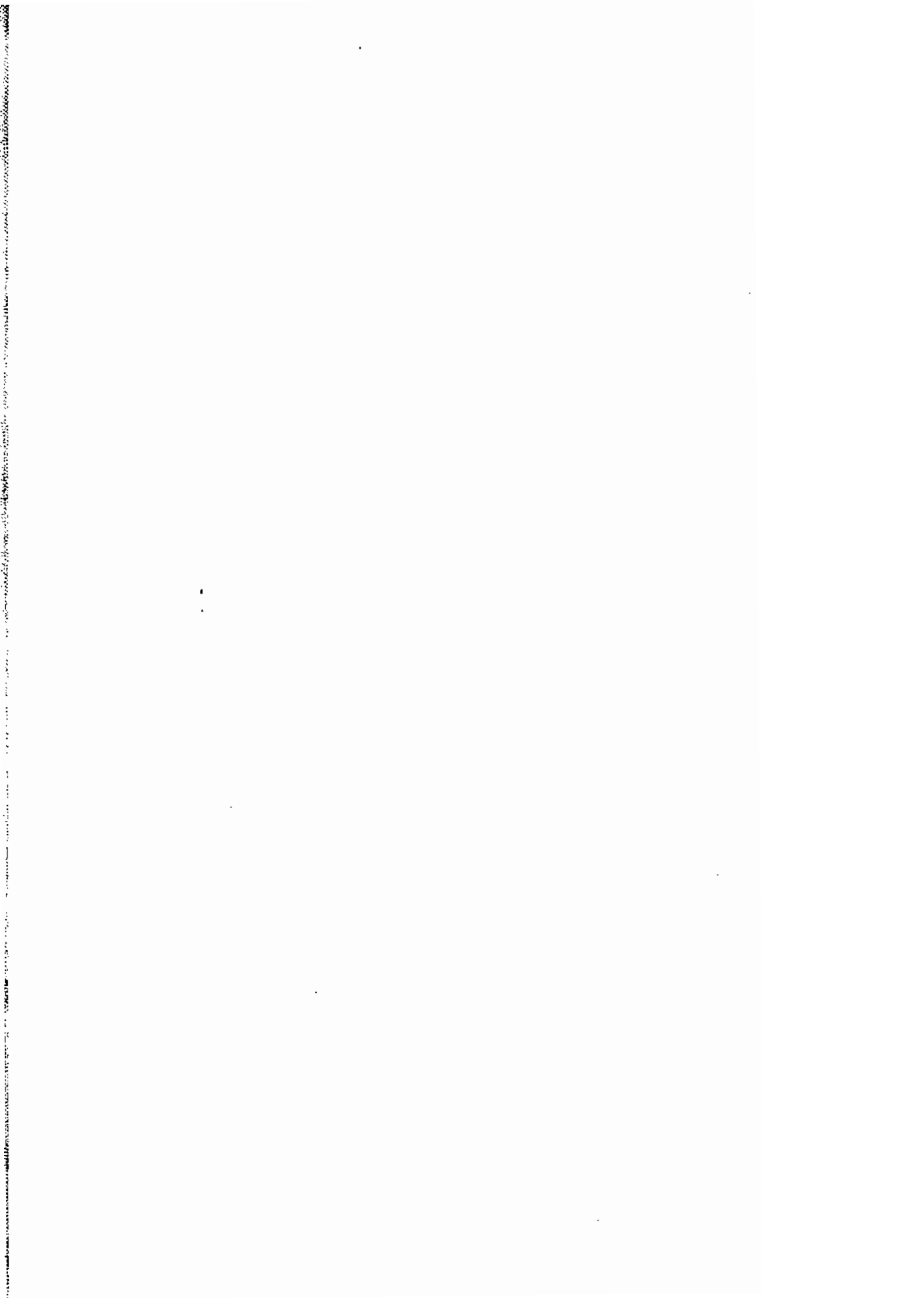
I would request you to issue suitable instructions to the **CMO/CDMO/CHMO/CDHMO/DMO/DHO/Joint Director** designated for this purpose at district level, for compliance of above

With regards,

Yours sincerely,

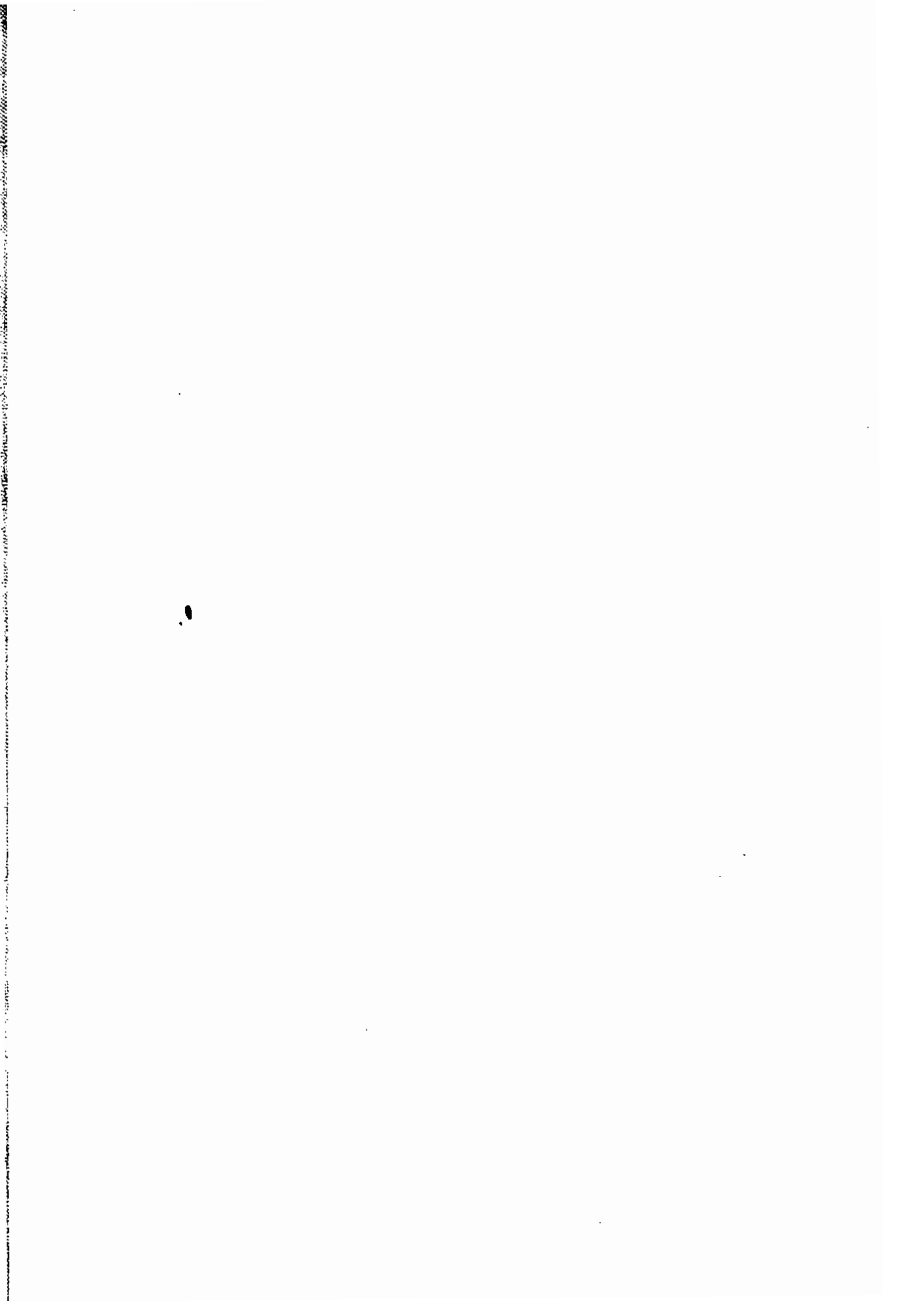
(Amit Mohan Prasad)

AM MD (NRHM)



D.O. NO. N.23011/25/2010-POLICY

DATED 25TH JANUARY, 2011





Anuradha Gupta, IAS

Joint Secretary

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E-mail : anuradha-gupta@hotmail.com

भारत सरकार
स्वास्थ्य एवं परिवार कल्याण मंत्रालय
निर्माण भवन, नई दिल्ली - 110108
Government of India
Ministry of Health & Family Welfare
Nirman Bhavan, New Delhi - 110108

D. O. No. N.23011/25/2010 - Policy
Dated 25-01-2011

Dear Sir / Madam,

**Subject: Renewal of Family Planning Insurance Scheme w.e.f.
1st January, 2011 - reg.**

You are aware that Family Planning Insurance Scheme (FPIS) was adopted as a National Policy complying with the directions of Hon'ble Supreme court to extend benefits to the acceptors of sterilization and was implemented from 29th November, 2005. This insurance policy was being serviced by ICICI Lombard General Insurance Company from 1.1.2010 to 31.12.2010 and has again been renewed with the ICICI Lombard General Insurance Company for a period from **01st January, 2011 to 31st December, 2011**. The coverage under the renewed Policy is as under:

Section	Coverage	Limits
IA	Death following sterilization in hospital (inclusive of death during process of sterilization operation) or within 7 days from the date of discharge from the hospital.	Rs. 2 lakh.
IB	Death following sterilization within 8 - 30 days from the date of discharge from the hospital.	Rs. 50,000/-
IC	Failure of Sterilization	Rs 30,000/-
ID	Cost of treatment in hospital and upto 60 days arising out of complication following sterilization operation (inclusive of complication during process of sterilization operation) from the date of discharge.	Actual not exceeding Rs 25,000/-
II	Indemnity Insurance per Doctor/Facility but not more than 4 in a year.	Upto Rs. 2 Lakh per claim

Note: The liability of the Insurance Company shall not exceed Rs.25.00 crore in a year under Section-I and Rs. 1.00 crore under Section -II.

2. The **covered incidences detected** in respect of sterilization done **w.e.f. 1st January, 2011** shall be filed with State Coordinator of ICICI Lombard General Insurance Company **under renewed Policy - 2011**.

Cont.2

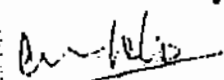
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Further, to create awareness for the Scheme, it has also been decided to create awareness through wall paintings across the country in all Districts and Sub-Division Hospitals. Design as approved by this Ministry, would be got painted by the State in the local language of the state. The funds under IEC in NRHM may be used for this as was done in the preceding year 2010.

4. I hope that your State has filed all the claims under the expired Policy - 2010 for covered incidences detected during the period 1st Jan, 2010 to 31st December, 2010 with the State Coordinator of ICICI Lombard General Insurance Company. If not already done, the concerned District Officers may be instructed to file the claims within 90 days of the detection of the incidence under expired Policy-2010. For claims filed under the expired Policy-2010 after 31st March, 2011 and refused by the ICICI Lombard Insurance Company on this count, the respective CMO/CDMO/CHMO/ CDHMO/DMO/DHO/Joint Director designated for this purpose at district level shall be held responsible, as there is no provision under Government budget or under the new policy for settlement of such claims. Any court case due to non-filing of claims after 31st March, 2011 would also be the responsibility of the designated district officials.
5. As per directions of Hon'ble Supreme Court, the information regarding number of sterilizations done and claims reported in respect of failure, complications and deaths needs to be compiled on quarterly basis at District and State level. Accordingly, I would request you to kindly instruct the State Nodal Officer for this Scheme to provide above information in the prescribed proforma by 15th of the month for each quarter to this Ministry.
6. Family Planning Insurance Manual-2011 is being updated and shall be hosted shortly on the website of this Ministry at mohfw.nic.in under Family Welfare Activities.
7. For proper co-ordination & monitoring of this scheme in your State, a Senior Officer from the Directorate of Family Welfare may be appointed to liaison with Insurer and District officials. The contact details of the State Nodal Officer may be furnished to us at the earliest.

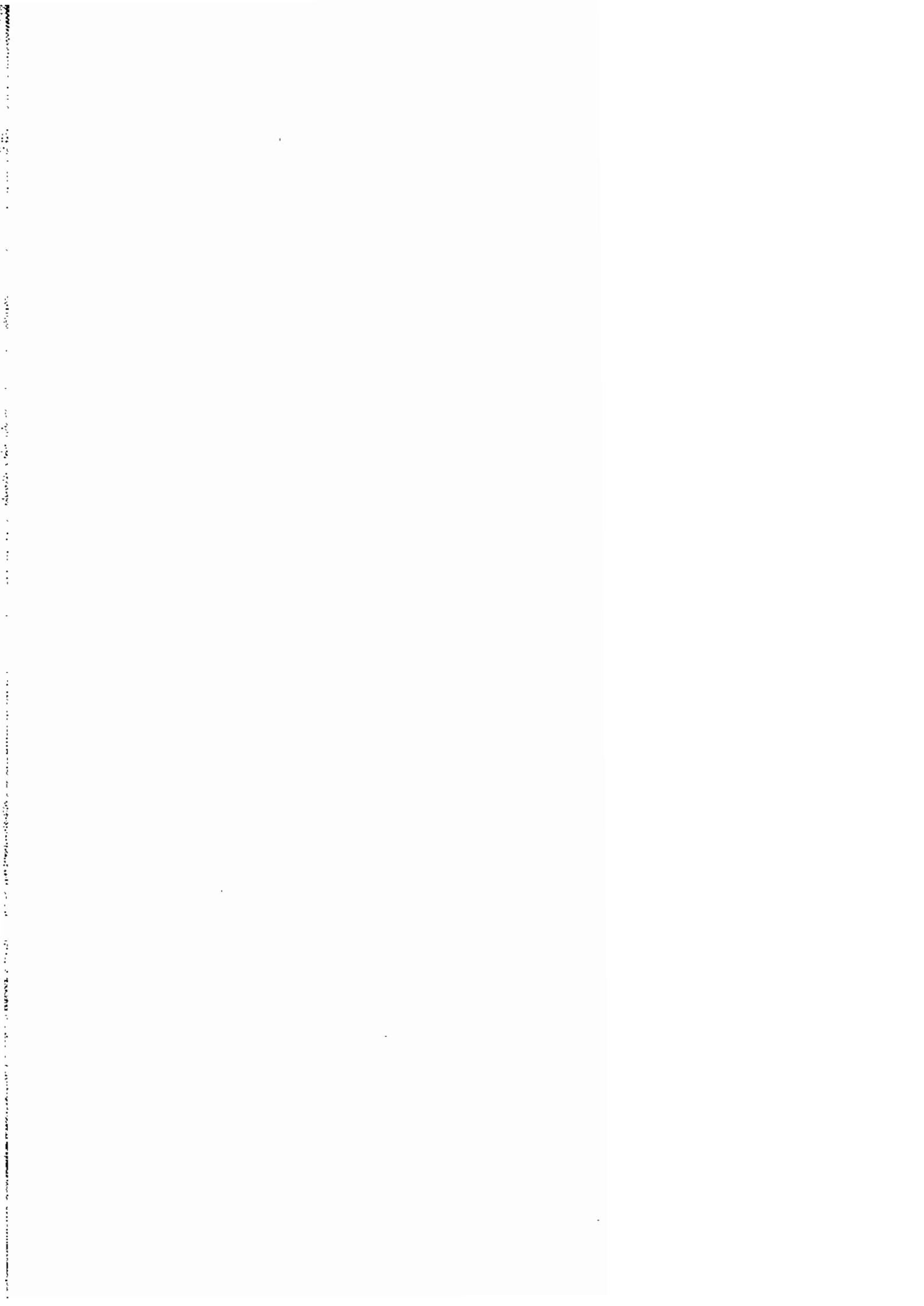
Kind regards

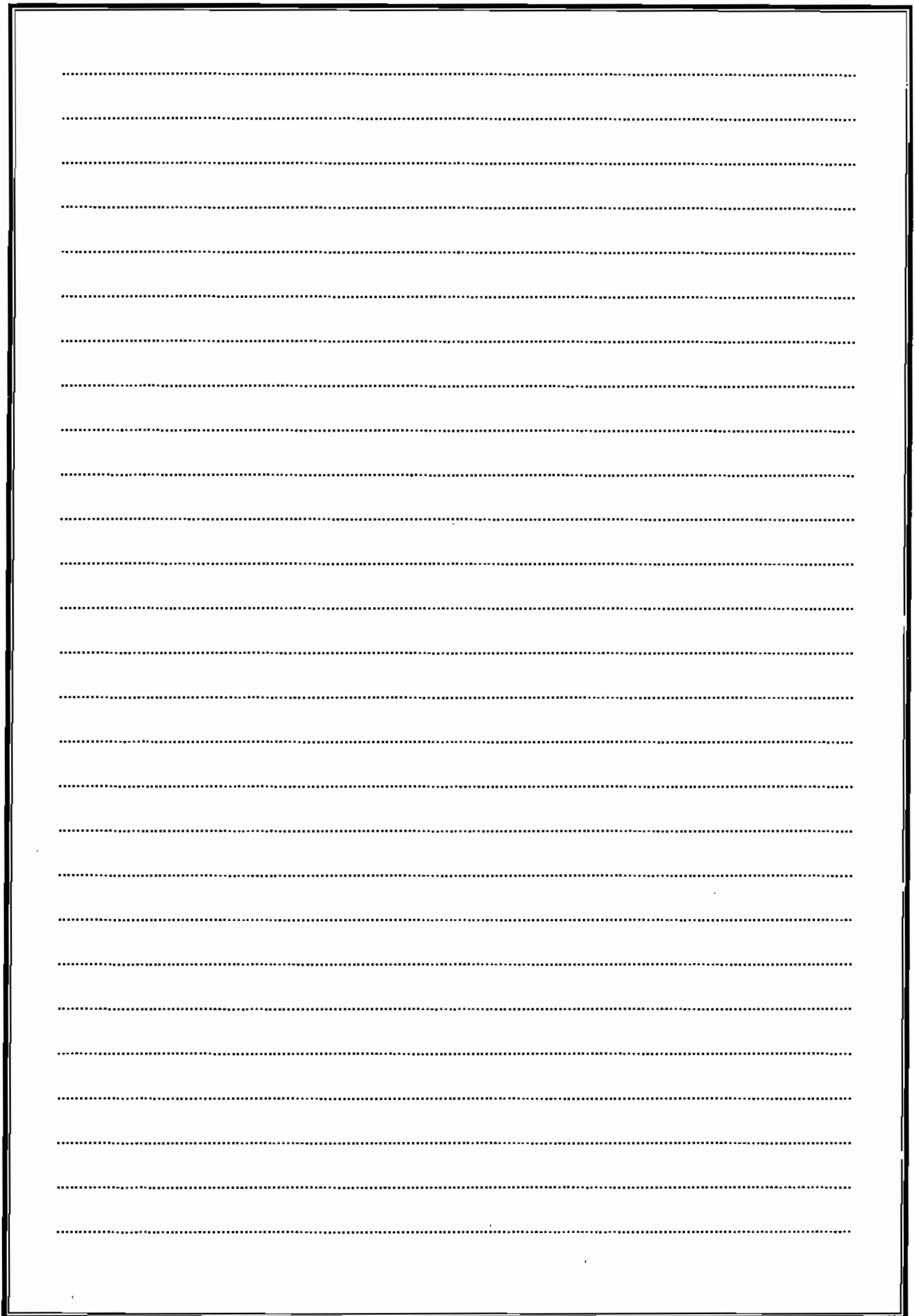
Yours sincerely,

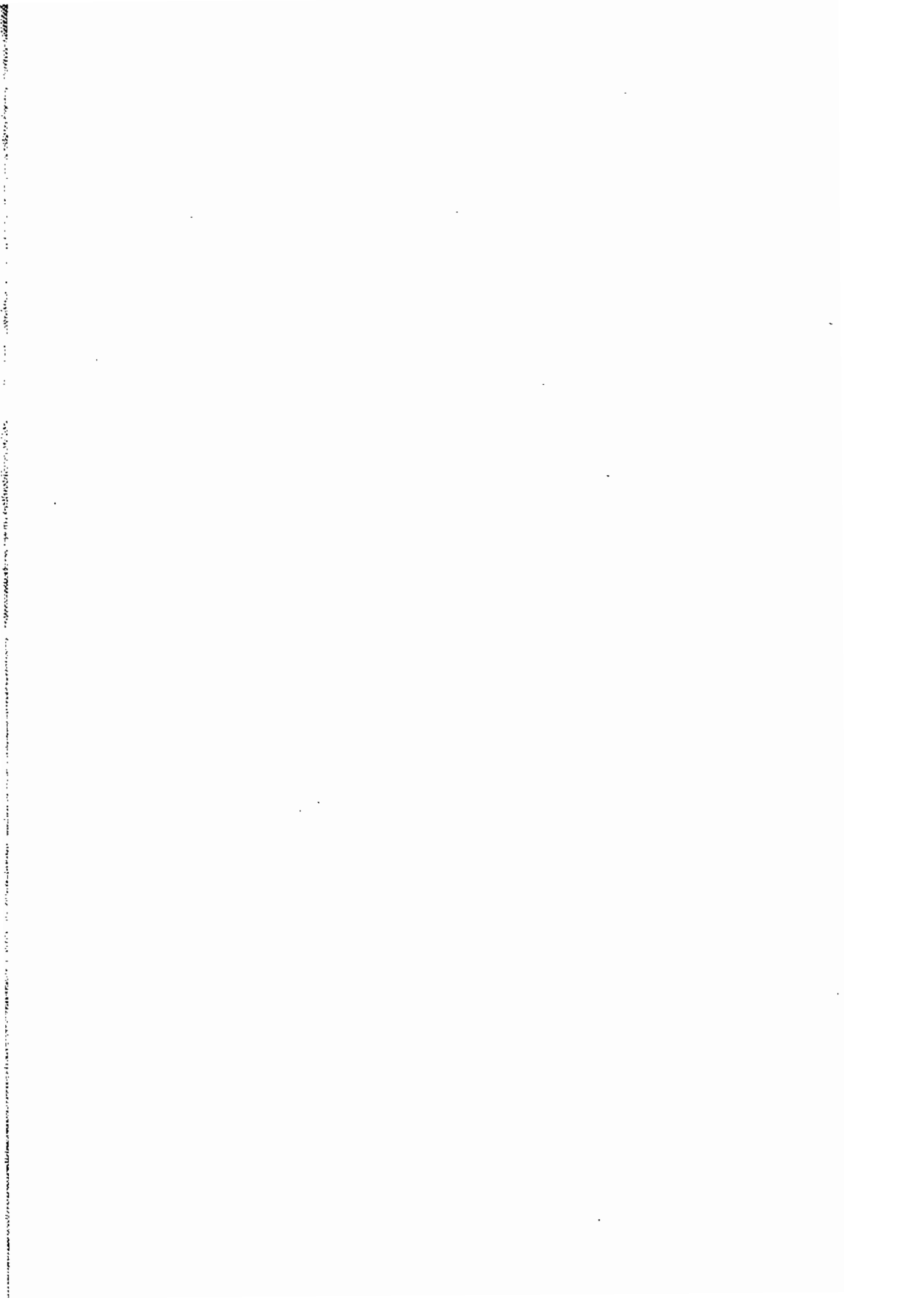

(Anuradha Gupta)

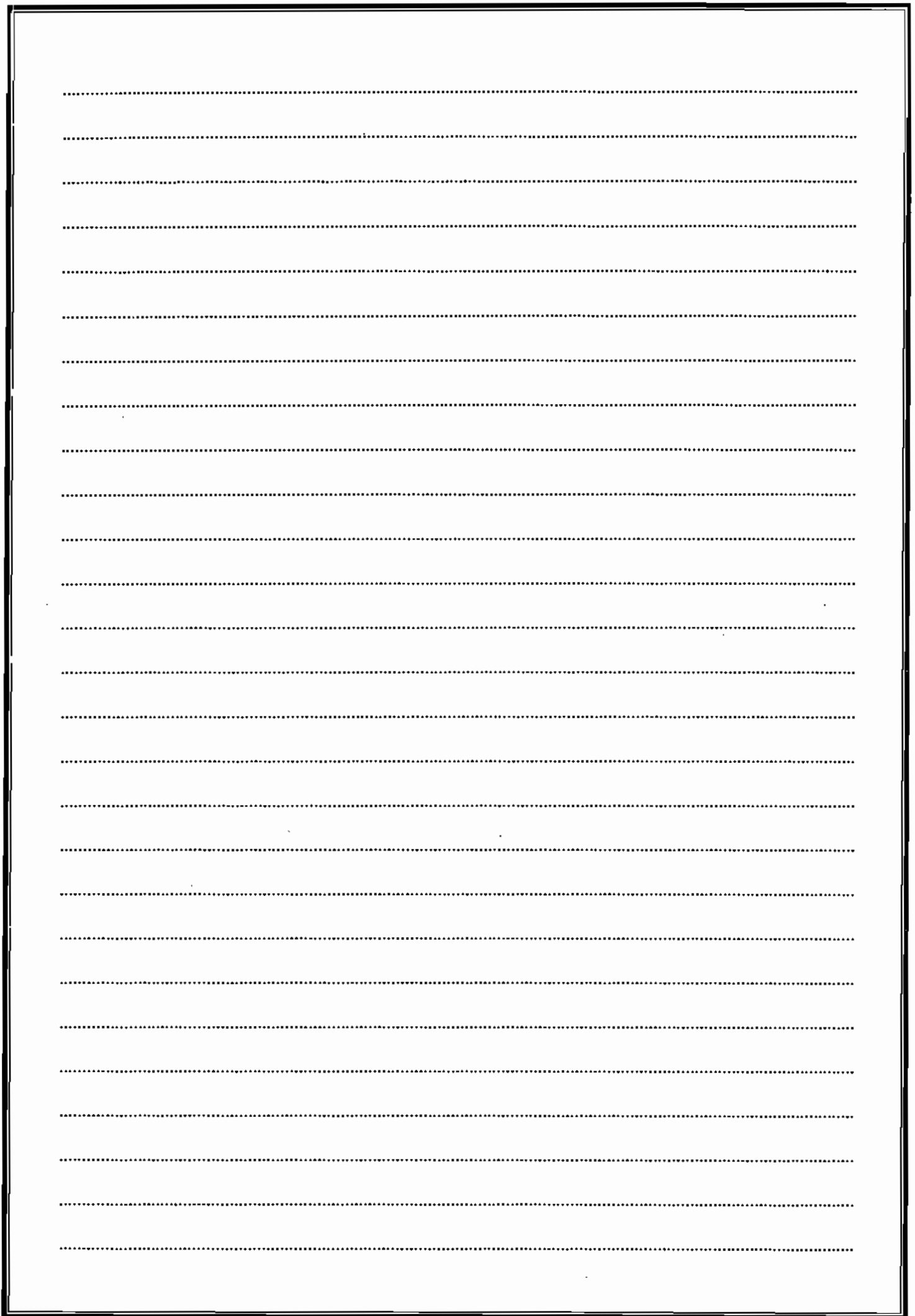
All State Principal Secretaries/Secretaries Health & FW.

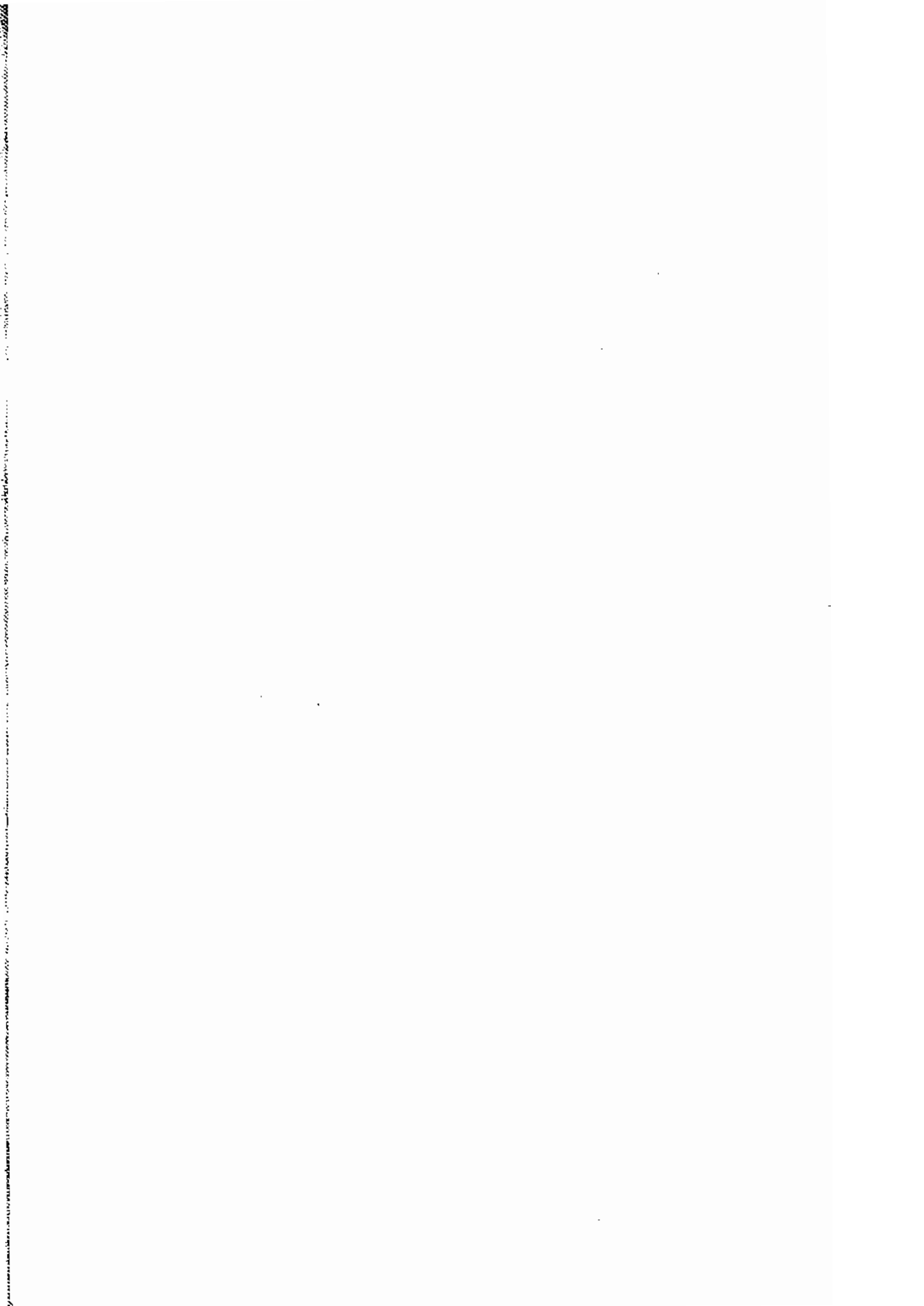
Copy to: All State Mission Director (NRHM)











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