

**MANUAL**  
**FOR**  
**FAMILY PLANNING**  
**INSURANCE SCHEME**

**IMPLEMENTED THROUGH**  
**ICICI LOMBARD**  
**GENERAL INSURANCE**  
**COMPANY**

**GOVERNMENT OF INDIA**  
**MINISTRY OF HEALTH & FAMILY WELFARE**  
**JANUARY 2008**

# **FAMILY PLANNING INSURANCE MANUAL**

## **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.

## **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 sterilisation 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 for cash compensation to the acceptor of sterilisation 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 sterilisation 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 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	Acceptor	Motivator	Drugs and dressing	Surgeon charges	Anesthetist	Staff nurse	OT technician/helper	Refreshment	Camp management	Total
High focus states	Vasectomy (ALL)	1100	200	50	100	-	15	15	10	10	1500
	Tubectomy (ALL)	600	150	100	75	25	15	15	10	10	1000
Non High focus states	Vasectomy (ALL)	1100	200	50	100	--	15	15	10	10	1500
	Tubectomy (BPL + SC/ST only)	600	150	100	75	25	15	15	10	10	1000
Non High focus states	Tubectomy (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	<b>1500</b>
	Tubectomy (ALL)	1350	150	<b>1500</b>
Non High focus states	Vasectomy (ALL)	1300	200	<b>1500</b>
	Tubectomy (BPL + SC/ST)	1350	150	<b>1500</b>

No apportioning of the above amount is admissible for creating a miscellaneous purpose fund for payment of compensation in case of deaths, complications and failures as these are already covered under the National Family Planning Insurance Scheme.

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 directions have all 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](http://www.mohfw.nic.in)). The family planning insurance scheme is also one of the initiatives launched under direction from the Hon'ble Supreme Court.

### **FAMILY PLANNING INSURANCE SCHEME:**

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 is 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 Sterilisation operations.

With a view to do away with the complicated process of payment of ex-gratia to the acceptors of Sterilisation for treatment of post operative complications, incapacitation or death attributable to the procedure of sterilization, the Family Planning Insurance Scheme was introduced w.e.f 29<sup>th</sup> November, 2005 for a period of one year to take care of the cases of failure of Sterilisation, medical complications or death resulting from Sterilisation, and also provide indemnity cover to the doctor / health facility performing Sterilisation 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 sterilisation).	Rs.20,000/-
d)	Expenses for treatment of medical complications due to sterilization operation (within 60 days of operations	Rs.20, 000/-*

(\*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 accredited doctors/health facilities

of non-government and private sectors rendering Family Planning Services conducting such operations shall stand indemnified against the claims arising out of failure of sterilization, death or medical complication resulting therefrom 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.

**REVISED SCHEME W.E.F. 29<sup>TH</sup> NOVEMBER, 2006:**

This scheme is now further renewed and improved w.e.f. 29-11-06 with modification in the limits and payment procedure. The revised package and guidelines are as follows.

<b>SECTION</b>		<b>COVERAGE</b>	<b>LIMITS</b>
<b>I</b>	<b>IA</b>	Death following sterilization in hospital or within 7 days from the date of discharge from the hospital.	Rs. 2 lakh.
	<b>IB</b>	Death following sterilization within 8 - 30 days from the date of discharge from the hospital.	Rs. 50,000/-.
	<b>IC</b>	Failure of Sterilisation	Rs 25,000/-.
	<b>ID</b>	Cost of treatment upto 60 days arising out of complication from the date of discharge.	Actual not exceeding Rs 25,000/-.
<b>II</b>		Indemnity Insurance per Doctor/facility but not more then 4 cases in a year.	Upto Rs. 2 Lakh per claim
Total liability of the insurance Company shall not exceed Rs. 9 crores in a year under each section.			

**REVISED SCHEME W.E.F. 1<sup>ST</sup> JANUARY, 2008:**

This scheme is now further renewed and improved w.e.f. 01-01-08 with modification in the limits and payment procedure. The revised package and guidelines are as follows.

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

### **Section: 1**

The claim under Sections 1C & 1D shall be paid in the name of beneficiary. However, the death claims shall be settled in favour of the spouse and unmarried dependent children. In case of no spouse, the payment shall be made to the unmarried dependent children. In case of minor dependent children, the payment shall be made through fixed deposit in a Bank Account by the insurer in the name of minor children to be payable on the date of their attaining majority. However, the interest accrued shall be paid to the children through their guardian on quarterly basis. In case, there are no surviving spouse/unmarried dependent children, the claim shall then be payable to the legal heir of the deceased acceptor.

### **Section II:**

All the doctors/health facilities including doctors/health facilities of Central, State, Local-Self Governments, other public sectors and all the empanelled/accredited doctors/health facilities of non-government and private sectors rendering Family Planning Services conducting such operations shall stand indemnified against the claims arising in a court of law, out of failure of sterilization, death or medical complication resulting therefrom up to a maximum amount of Rs. 2 lakh per doctor/health facility per case. 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 every doctor, 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.

The 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 sterilisation directly to acceptors or through District Health Office without any hassle.

### **Settlement of cases not covered under the Family Planning Insurance Scheme:**

There might be cases not covered by the Family Planning Insurance Scheme, viz. cases of sterilisation operations conducted before coming into force of this insurance Scheme i.e. prior to 29<sup>th</sup> 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).

### **Operationalisation of Insurance Scheme / procedure for claim settlement:**

- 1 The Insurance Policy, called Special Contingency Policy, has all India coverage.
- 2 The premium is chargeable on the estimated number of persons undergoing sterilization during the currency of the Policy.
- 3 All persons undergoing sterilization operations in public health facility/accredited health facility in private/NGO sector are covered under Section 1 of the policy.
- 4 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.
- 5 All health facilities accredited by Government and doctors employed/hired/engaged/approved and empanelled by Government for conducting sterilization 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 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 settlement has been decentralized at State levels. The nominated Offices of the Insurance Company will coordinate with existing machinery of the States / UTs. The list of such offices is at **Annexure I**.
- 8 For the purpose of verification and medical evaluation of the claim lodged by the beneficiary, the district level Quality Assurance Committee (QAC) shall be responsible for authenticating the claim by certifying the failure of sterilization operation. In case, QAC is not in existence in a district, the claim may be certified by the CMO till such time the QAC is constituted. The proposed constitution of QAC is at **Annexure II**.
- 9 On receipt of any claim from the acceptor of Sterilisation under Section 1 of the Policy, the designated official/doctor/health facility shall file the claim papers along with all required documentation through QAC/CMO with the nominated office of Insurance Company as soon as possible and preferably within 30 days, so that the claims are settled at the earliest.
- 10 Duly completed Claim Form shall be the basis of lodging claim under Section 1 of the Policy. The Claim Form shall be duly completed in all respects by the beneficiary and shall be authenticated by the QAC/CMO designated for this purpose. **(Annexure III)**
- 11 For claims arising due to medical complications following sterilization operation, the QAC shall certify the cost of treatment of such complications. Payment shall be made subject to the limits mentioned in the Policy for such cases.
- 12 In case of claims for death of the patient following sterilization operation, a Death Certificate along with medical report from QAC/CMO certifying the sterilization

procedure, as the antecedent cause of death, shall be required.

- 13 The claim under Section 1C & 1D shall be paid in the name of beneficiary. However, the death claims shall be settled in favour of the spouse and unmarried dependent children. The name of the spouse and unmarried dependent children should be mentioned on the Consent Form filled by the person while enrolling herself/himself for sterilization operation. In case of no spouse, the payment shall be made to the unmarried dependent children. In case of minor dependent children, the payment shall be made through fixed deposit in a Bank Account by the insurer in the name of minor children to be payable on the date of their attaining majority. However, the interest accrued shall be paid to the children through their guardian on quarterly basis. In case, there are no surviving spouse/unmarried dependent children, the claim shall then be payable to the legal heir of the deceased acceptor.
- 14 In case of claims for failure of Sterilisation, the certification from QAC is required alongwith reasons for failures, if any. All claims arising under this Section shall be accepted from retroactive date i.e. 29th November, 2005, when the risk is first incepted by the insurer under this claims made policy and thereafter renewed without break in the period of cover. In case of non-renewal or cancellation of the policy, the claims related to the period of insurance shall be accepted till 180 days thereafter.
- 15 For claims under Section II of the Policy, the doctor/health facility receiving any legal notice/summons from the Court shall immediately inform the corresponding office of the Insurance Company. The Insurance cover provided under the Policy under Section II, is inclusive of defence costs. For the purpose of claim settlement under Section II of the Policy, the designated office shall be Mr. Mayank Misra/ Mr. Ritesh Chandra, ICICI Lombard General Insurance Company, Birla Towers, 5th Floor, 25 Barakhamba Road, **New Delhi 110 001**, **Phone** 011-6631 0600 & 0800; **email ID:** ritesh.chandra@icicilombard.com, mayank.misra@icicibank.com.
- 16 The defense costs incurred by the doctor/health facility shall be reimbursable if incurred in consultation with the Insurance Company, subject to the limits mentioned in the Policy for such cases. In such cases, the Insurance Company shall be kept abreast of all the developments of the case.
- 17 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.
- 18 Stipulated time limit for settlement of claims under Section I of the Policy would be 15 working days after submission of claims with all required documents.
- 19 In case of any claim found untenable or not settled for the claimed amount, the Insurance Company shall communicate reasons to the designated authority of the District/State/UT with a copy to the beneficiary.
- 20 State Monitoring Committee shall conduct quarterly review of all pending matters including pending claims. State Health Secretary shall head this committee which will be represented by the State Nodal officers from State Govt. and Insurer.



- 21 The Central Monitoring Committee shall conduct quarterly review of all pending 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 and the Insurer.

#### **CONSENT FORM:**

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

#### **QUALITY OF SERVICE FOR STERILIZATION PROCEDURE:**

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 (**Annexure – II**).

#### **CHECKLIST FOR STERILIZATION PROCEDURE:**

A checklist to be filled by the doctor before conducting sterilization procedure is placed at **Annexure-V** for ensuring the eligibility and fitness of the acceptor for sterilization.

#### **ELIGIBILITY/QUALIFICATION OF DOCTORS FOR CONDUCTING STERILISATION PROCEDURES:**

##### **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.

##### **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.

## **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 sterilisation 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 /Accreditation of the private sector doctors/health facilities is 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-VI**.

The basic requirements of a doctor/health facility in respect of infrastructure facilities and medical personnel are also given at **Annexure-VI**, 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 sterilisations in all respects.

## **APPLICATION FOR ACCREDITATION:**

The private sector Doctor/health facility shall apply for empanelment/ accreditation to the District Quality Assurance Committee, which will do the needful. It will be supervised and monitored by the State Quality Assurance Committee.

An updated list of accredited health facilities/service providers shall be maintained at District level by the QAC and copied to the Insurer & State Government on quarterly basis.

## **CLAIM FORMS:**

The Insurance Company will ensure that all forms required for submitting claims under the Scheme are made available with all medical facilities conducting sterilisation procedures, Office of CMOs / QACs, etc. in local language along with their English version (**Annexure III**). The checklist for submission of Claim is given at **Annexure – VII**.

## **GENERAL PUBLICITY:**

Publicity material about the introduction of Family Planning Insurance Scheme is to be developed by the State(s) mentioning details of the scheme and its coverage in local languages along with their English version for use of Health officials as well as general public. The wall painting of the insurance scheme would be arranged at all government

health facilities undertaking sterilisation operations.

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

- Insurer will create awareness by placing the wall paintings across the country on about 3000 districts and other sub-division hospitals. Design shall be approved by the insured and painting shall be arranged by the insurer.
- Insured will print sufficient number of copies of Claim forms in various languages for distribution to the Districts and other authorities.
- Insurer will arrange a National Conference to keep aware of this scheme to all the State Nodal Officers in consultation with Government of India.
- Insurer will organize orientation workshops in States for the district officials and other stake holders in consultation with State.
- Insurer will give the wide publicity through two national newspapers at central level and one local newspaper which is widely circulated in the respective States.
- Periodically organize orientation workshop for State govt. officials/ district officials/Stake holders
- Brochure pamphlets shall be distributed.

### **MONTHLY REPORT:**

Monthly report on maintenance of quality, failure of sterilisations, complications or deaths attributable to sterilizations is to be sent by the concerned district level QAC/CMO to the State level QAC/State DGHS/State Health Secretary in the format placed at **Annexure-VIII**. The State will send a consolidated report to the Ministry of Health and Family Welfare, Government of India, New Delhi in the same format (**Annexure-VIII**) on a quarterly basis.

**The Memorandum of Understanding (MoU) signed between the Government of India and the ICICI Lombard General Insurance Company, and the Insurance Policy (Special Contingency Policy) have already sent to States vide letter DO. No 23011/8/2004- Policy dated 10<sup>th</sup> January 2008.**

**COPY OF LETTER**

**FROM**

**GOI**

**DTD 10<sup>th</sup> JAN, 08**

**REGARDING**

**RENEWAL OF**

**FAMILY PLANNING**  
**INSURANCE SCHEME**

**w.e.f. 1<sup>st</sup> JANUARY, 08**



speed post

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

G. C. CHATURVEDI, IAS  
Additional Secretary &  
Mission Director (NRHM)  
Tele : 23061451 Fax : 23061975  
E-mail : chaturvedi\_gc@nic.in

D.O. No. N.23011/8/2004- Policy  
Dated the 14<sup>th</sup> January 2008

Dear Shri

**Subject: Renewal of Family Planning Insurance Scheme w.e.f. 1<sup>st</sup> January, 2008 – reg.**

Please refer to this Ministry' Letter No. N,23011/8/2004/ply dated 19<sup>th</sup> 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 **01<sup>st</sup> January, 2008 to 31<sup>st</sup> 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.**

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. 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

- 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.
- 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.
- It is hoped that your State must have filed all the claims falling within the period 29<sup>th</sup> Nov 2005 to 28<sup>th</sup> Nov 2006 and 29<sup>th</sup> Nov., 2006 to 31<sup>st</sup> 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 31<sup>st</sup> January, 2008. These claims will be settled as per the old insurance limits.

Contd.....p/2

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5. The claims in respect of sterilization done w.e.f. 1<sup>st</sup> 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 29<sup>th</sup> November, 2005 and detected after 1<sup>st</sup> 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 15<sup>th</sup> 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,

  
(G.C.Chaturvedi)

To

Secretaries of all States/UTs (H+Rw)

ICICI Lombard General Insurance Company Ltd  
PROFESSIONAL INDEMNITY POLICY  
Schedule

Policy Number 4021/0000344		Issued At: Mumbai	
Item 1.	Proposer / Insured	: Ministry of Health & Family Welfare, Government of India	
Item 2.	Correspondence Address	: Nirman Bhawan, New Delhi	
Item 3.	Policy Period (Both days inclusive)	From	January 1 <sup>st</sup> , 2008, 00.00 hours
		To	December 31 <sup>st</sup> , 2008, Mid night
Item 4.	Limit of Liability	Section IA	Rs. 2,00,000 per claim
		Section IB	Rs. 50,000 per claim
		Section IC	Rs. 30,000 per claim
		Section ID	Actual not exceeding Rs 25,000 per claim
		Section II	Upto Rs.2,00,000 per claim
	In the aggregate for all claims during Period of Insurance.	Rs. 9,00,00,000	
Item 5.	Territory/ Jurisdiction	: India	
Item 6.	Premium	: Rs. 28,250,000/- + 12.36% Service Tax	
Item 7.	Notice of Claim	: As per Annexure A	
The Stamp Duty of Re 0.50/- (fifty paise only) paid in cash or by demand draft or by pay order vide Receipt/Challan no. 14299 dated 20 July 07.			
Signed for and on behalf of the ICICI Lombard General Insurance Company Limited, at New Delhi on this date 07 <sup>th</sup> January, 2008.			
 Authorised Signatory			
Service Tax Reg. No.: GIS/Mumbai - I/1528/2001			

**1) OPERATIVE CLAUSE:**

Whereas the *Insured* as designated in the schedule hereto has by proposal and declaration as stated in the schedule, which shall be the basis of contract and deemed to be incorporated, herein applied to the *Insurer* 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) INSURING AGREEMENT:**

The *Insurer* undertakes that subject to the terms, conditions and exceptions contained herein or endorsed hereon the *Insurer* will indemnify the beneficiaries as per benefits stated herein; and the doctors/health facilities against their legal liability to pay compensation including defense costs, fees and 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 as under:

**Section I:**

- (A)** Indemnity for death due to *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 (IA) of the schedule
- (B)** Indemnity for death due to *Sterilization Operation* within 8 to 30 days from the date of discharge from the *Hospital* not exceeding the limit of liability stated in the Item 4(IB) of the schedule
- (C)** Indemnity for *Failure of Sterilization Operation* not exceeding the limit of liability stated in the Item 4(IC) of the schedule
- (D)** Cost of treatment up to 60 days *arising out of complication* as a result of *Sterilization Operation* from the date of discharge not exceeding the limit of liability stated in the Item 4(ID) of the schedule

**Section II:**

Indemnity for doctor/*Health facility* acting on behalf of the *Insured* who becomes legally liable to pay damages to *Beneficiary* in respect of ERRORS and





OMISSIONS while conducting *Sterilization Operation*. The *Insurer* shall be liable to indemnify only if the claims are first made in writing against the *Insured* or its doctor /*Health facility* during the *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(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 and terminating at midnight on the expiry date as mentioned in the policy Schedule.
- (b) *Period of Insurance* means the period commencing from the *Retroactive date* i.e. 29<sup>th</sup> November, 2005 and terminating on the expiry date as shown in the Item 3 of the schedule.
- (c) *Beneficiary* means the person entitled to claim benefits under the policy. In terms of this policy, the *Beneficiary* shall be the person undergoing *Sterilization Operation* and in event of his death the *Beneficiary* shall mean his / her spouse and unmarried dependent children as mentioned in the form for enrolment of *Sterilization Operation* at *Hospitals* as defined below within India. If such spouse expires before settlement of the claim, then the claim will be paid to the dependent unmarried children born out of such wedlock and in absence of any such child, the claim will be paid to the legal heir (s) of the deceased acceptor.
- (d) *Hospital/Health facility* 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 Operation*.
- (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 carried out at hospitals/ health facilities for Tubectomy, Vasectomy, Laparoscopy, minilap, MTP followed by sterilization, Caesarian with tubectomy under the sterilization programme.



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- (g) *Failure of Sterilization Operation* shall be deemed to have occurred when a female conceives after she or her spouse having undergone Sterilization Operation, provided that no *re-canalisation* operation was carried out.
- (h) *Medical Complication* means any *Medical Complication* arising out of *Sterilization Operation* as defined in the booklet "Standards for female and male sterilization services" 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. on or after 29<sup>th</sup> November, 2005 under a claim made policy and thereafter renewed without break in the period of cover.
- (j) *Insurer* means ICICI Lombard General Insurance Company Ltd.
- (k) *Re-canalisation* means manual and/or mechanical operative procedures to reverse the *Sterilization Operation*

#### 4) EXCLUSIONS:

General Exclusions:

No liability shall attach to the *Insurer* in respect of claims arising from

- 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*.
- iii) Third Party Public Liability.

#### Exclusions under Section I:

Provided that the *Insurer* shall not be liable under this policy for

1. Claims arising due to all 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. Death or *Medical Complications* resulting from non-observance of or deviation by the acceptor, with regard to any standard 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.



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5. All claims directly or indirectly caused by or arising from or attributable to war, invasion, act of foreign enemy, warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.
6. All claims directly or indirectly caused by or contributed to by nuclear weapons / materials.
7. Death or *Medical Complications* whilst the doctor who is operating is under the influence of intoxicating liquor or drugs.
8. Death or *Medical Complications* resulting directly or indirectly from procedures for medical termination of pregnancy or during childbirth.

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 arising due to the use of drugs for weight reduction.
4. Claims made against the *Insured* or its accredited doctors/facilities for the performance of any surgery other than *Sterilization Operations*.
5. Claims arising from any condition directly or indirectly caused by or associated with Human T-cell Lymph tropic Virus type III (HTLV III) or LYMPHADENOPATHY VIRUS (LAV) or the mutants derivatives or variations thereof or in any way related to Acquired Immune Deficiency Syndrome or any Syndrome or condition of a similar kind howsoever it may be named.
6. This Policy also does not cover liability
  - I. Arising out of deliberate, willful or intentional non compliance of any statutory provision.
  - II. Arising out of loss of pure financial nature such as loss of good will, loss of market etc.
  - III. Arising out of all personal injuries such as libel, slander, false arrest, wrongful eviction, wrongful detention, defamation, etc, and mental injury, anguish or shock.
  - IV. Arising out of fines, penalties, punitive or exemplary damages.
  - V. Directly or indirectly occasioned by happening through or in consequence of war, invasion, act of foreign enemy, hostilities



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(whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

VI. Directly or indirectly caused or contributed by

- a) Ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
- b) The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- c) In respect of professional services rendered by the doctor/facilities prior to the *Retroactive date* in the Schedule i.e. prior to 29<sup>th</sup> November, 2005.
- d) The deliberate conscious or intentional disregard of the insured's technical or administrative management of the need to take all reasonable steps to prevent claims.

VII. Services rendered by the doctor while in the influence of intoxicants or narcotics or drugs.

5) GENERAL CONDITIONS

APPLICABLE TO INSURING AGREEMENT SECTION- I and SECTION- II

1. The *Insurer* shall indemnify the person under Section-I undergoing *Sterilization Operation / Beneficiary* 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 any 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/not leading to child birth*, caused by or alleged to have been caused by error omission or negligence in such operation by the Government doctor / any private accredited doctor / *Health facility* hired by the government for such operations.
3. Provided that in case the claimant has accepted indemnification under Section-I of A, B, C & D above, she/he will have no further claim/s under Section-II above.
4. If the person, undergoing or undergone *Sterilization Operation* dies during the stay in *Hospital* and the death occurs solely and directly due to complications arising out of *Sterilization Operation*, the *Insurer* shall indemnify the spouse and



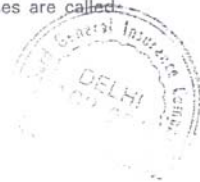
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unmarried dependent children and if they are not alive then to the legal heir as per amount specified in the Item 4 of the schedule.

5. If the person dies within thirty days from the date of discharge from the *Hospital* after undergoing *Sterilization Operation* and the death occurs solely and directly due to complications arising out of *Sterilization Operation*, the *Insurer* shall indemnify the spouse and unmarried dependent children and if they are not alive then to the legal heirs as per the amount specified in the Item 4 of the schedule.
6. If the person undergoing *Sterilization Operation* subsequently develops *Medical Complications* due to sterilization (certified by the CMO/QAC) reported within 60 days from the date of *Sterilization Operation*, the *Insurer* shall reimburse the cost of treatment of such *Medical Complication*, as per the limit of amount specified in Item 4 of the schedule
7. If the female conceives (duly certified by the CMO/QAC) after she or her husband has undergone *Sterilization Operation* and such pregnancy is medically terminated thereby not leading to childbirth the *Insurer* shall compensate the person having undergone sterilization as per the amount specified in Item 4 of the schedule.
8. If the female conceives (duly certified by the CMO/QAC) after she or her spouse, having undergone *Sterilization Operation*, and such pregnancy leading to childbirth, the *Insurer* shall compensate the person having undergone sterilization as per the amount specified in Item 4 of the schedule.
9. There shall be no liability hereunder for any claim made against the *Insured* or the doctor/*Health facility* for act committed or alleged to have been committed prior to the *Retroactive date* i.e. 29<sup>th</sup> November 2005, specified in the Schedule.
10. *Insurer* shall not be liable under this policy for compensation under more than one Section of the insuring agreement in respect of the same eventuality except under items 4 (IC) & 4(ID).

#### Defence Costs

The *Insurer* will pay all costs, fees and expenses (subject to limitations as stated above) incurred in consultation with the *Insurer* 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 against the *Insured* provided such claim or claims are the subject of indemnity by the Policy. Such costs, fees and expenses are called 'Defence costs'.



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**Notification extension clause**

Should the *Insured* notify the *Insurer* during the *Policy Period* in accordance with General Conditions of any specific event or circumstance which the *Insurer* 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 *Insurer* 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.

**Extended claim reporting clause**

In the event of non renewal or cancellation of this Policy by the *Insurer*, the *Insurer* will allow a time limit not exceeding 180 days from the date of expiry or cancellation of the policy, provided no insurance is in force during this extended reporting period for the same interest, for notification of claims for eventualities which had taken place during the *Period of Insurance* but could not be made during the policy period, provided however, all claims made during the extended reporting period shall be handled as if they were made on the last day of the expiring *Policy Period* and are subject to the limits of indemnity and the terms, conditions and exceptions of the policy.

**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.

**Claims reporting**

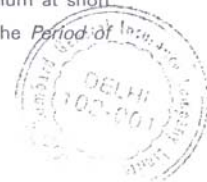
The *Insured* shall give written notice to the *Insurer* as soon as reasonably practicable of any claims made against the *Insured* (or any specific event or circumstances that may give rise to a claim being made against the *Insured*) and which forms the subject of indemnity under this policy and shall give all such additional information as the *Insurer* may require. Every claim, writ, summons or process and all documents relating to the event shall be forwarded to the *Insurer* immediately they are received by the *Insured*.

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 *Insurer*.



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2. The *Insurer* will have the right but in no case the obligation to take over and conduct in the name of the *Insured* the defence of any claims and will have full discretion 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 *Insurer* 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 *Insurer* in its sole discretion chooses to exercise its right pursuant to this condition, no action taken by the *Insurer* in the exercise of such right will serve to modify or expand in any manner, the *Insurer's* liability or obligations under this policy beyond what the *Insurer's* liability or obligations would have been had it not exercised its rights under this condition.
3. The *Insured* shall give all such information and assistance as the *Insurer* 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 *Insurer* at the time when this policy was effected and the *Insurer* may amend the terms of this policy.
5. The *Insurer* may at any time pay to the *Beneficiary* in connection with any claim under this policy to which an indemnity limit applies the amount of such limit (after deduction of any sums already paid) or any lesser amount for which such claims can be settled and upon such payment being made the *Insurer* shall relinquish the conduct and control of and be under no further liability in connection with such claims.
6. The policy, MOU 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.
7. If at the time of happening of any event resulting into a liability under this policy, there be any other liability insurance or insurances effected by the *Insured* or by any other person covering the same liability, then the *Insurer* shall not be liable to pay or contribute more than its rate able proportion of such liability.
8. This policy may be cancelled by the *Insured* by giving thirty day's notice in writing to the *Insurer* in which event the *Insurer* will retain premium at short period scale provided there is no claim under the policy during the *Period of*



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*Insurance.* In case of any claim under the policy, no refund of premium shall be allowed.

9. The *Insurer* may at any time cancel the policy by giving 30 days notice to the *Insured* and in such event the *Insurer* shall refund to the *Insured* a pro-rata premium for unexpired *Period of Insurance*. The *Insurer* shall, however, remain liable for any claim that arose from sterilization operation carried prior to the date of cancellation and may arise during extended claim reporting clause.
10. It is also hereby further expressly agreed and declared that if the *Insurer* shall disclaim liability to the *Insured* for any claim hereunder and such claim shall not within 12 calendar months from the date of such disclaimer have been made the subject matter of suit in a court of Law then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.
11. The *Insurer* 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*.
12. Any dispute concerning the interpretation of the terms conditions limitations and / or exclusions contained herein is understood and agreed to by both the *Insured* and *Insurer* to be subject to Indian Law. Each party agrees to submit to the jurisdiction of any court of competent jurisdiction within India and to comply with all requirements necessary to give such Court of Jurisdiction. All matters arising hereunder shall be determined in accordance with the Law and the practice of such court.
13. Such evidence as the *Insurer* may from time to time require shall be furnished and the post-mortem examination report be furnished in the medico-legal cases where necessary.
14. All the certificates/reports shall be examined and certified to be true and correct by Chief Medical Officer of the district on behalf of the Quality Assurance Committee appointed by the Government.
15. Every notice or communication to be given or made under this policy shall be delivered in writing.
16. No compensation payable under this policy shall carry any "interest" and the claims shall be payable in Indian currency only.





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17. The premium mentioned in the schedule of the policy being provisional and having been calculated at Rs.5.65/- per case (without Service Tax) for an estimated number of 5,000,000 cases and 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 under takes to pay any further amount, the *Insurer* 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.
18. The claims experience under the policy shall be reviewed every year and policy shall be renewed with mutual agreement.
19. 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 Ministry.
20. The Geographical Limit of the policy is within India only.
21. In case of any dispute/difference of opinion/disagreement, the decision of the Secretary, Ministry of Health & Family Welfare would be final and binding on both the parties.



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#### **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 Rs15,000 per incidence, in the event 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.

All other terms and conditions shall remain unchanged.



**MEMORANDUM**  
**OF**  
**UNDERSTANDING**

**BETWEEN**

**MOH&FW, GOI**

**AND**

**ICICI LOMBARD**

**PERIOD**

**01-01-08 to 31-12-2008**



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

This memorandum of understanding is executed on day of 31<sup>st</sup> December, 2007

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 having its registered office at ICICI Bank Towers, Bandra Kurla Road Complex, Mumbai- 400 051, India. (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.
2. This policy is a renewal to the expiring policy and shall remain in operation from 00.00 hours of 1<sup>st</sup> January, 2008 to 31<sup>st</sup> December 2008.

3. This policy shall provide the following benefits to the members of the insured:

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	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
Total liability of the Insurance Company shall not exceed Rs. 9 crores in a year under each section.		

4. The annual premium @ Rs. 5.65 plus service tax as applicable, per person, shall be paid by the insured to the insurer at the time of commencement of the policy. The premium 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.
5. All persons undergoing sterilization operations are covered under Section - I of the policy.
6. All Government and private facilities and doctors employed/hired/ engaged/approved/accredited by the insured for conducting sterilization operations are covered under Section - II of the policy.
7. 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 the proof of coverage under the scheme.
8. For the purpose of verification and medical evaluation of the claim lodged by the beneficiary, the insured/State/UT Governments have formed /shall form a 'Quality Assurance Committee' (QAC).
9. Duly completed claim form shall be the basis of lodging claims under Section-I of the policy. The claim form shall be duly completed in all

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respects by the beneficiary and shall be authenticated by the QAC designated for this purpose.

10. 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 authenticated by the QAC/CMO/DMO designated for this purpose. This will be sent to the State nominated office of the insurer along with necessary documents as soon as possible preferably within 30 days.
11. In case of claims for death of the acceptor due to sterilization operation, a medical report certifying the cause of death with the authentication/recommendation of QAC shall be required. Post-mortem report may be required only in the medico legal cases involving filing of FIR.
12. For claims arising due to medical complications due to sterilization operation, the QAC designated for this purpose by the insured shall certify the cost of treatment of such complication. Relevant bills/cash memos, prescriptions and diagnostic reports in originals, shall support the cost of treatment. Payment shall be made subject to the limits mentioned in the policy for such cases.
13. Specifically in case of claims for failure of Sterilization, the certification from QAC is required along with reasons for failures, if any. All claims arising under this Section shall be accepted from retroactive date i.e. 29<sup>th</sup> November, 2005, when the risk is first incepted by any insurer under this claims made policy and thereafter renewed without break. In case of non-renewal or cancellation of the policy, the failure declared after expiry shall be accepted till 180 days thereafter
14. The claims settlement shall be decentralized at State level and nominated representative of the insurer will integrate with existing State and district level machinery of the insured. No TPA should be involved in the settlement of the claim. The Central Government may have the option to make it centralized.
15. Stipulated time limit for settlement of claims under Section-I of the policy would be 15 working days after submission of all required documents in original.
16. 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., Birla Tower, 5<sup>th</sup> floor, 25 Barakhamba Road, New Delhi - 110 001**. Thereafter, the Insurance Company may 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.

17. On receiving the documents in original, the Insurance Company will exercise its right, as mentioned against S.No.16 and the doctor/Facilities, who has been made party to the case, shall co-operate with the insurer and the advocate in arranging proper defence of the case. The defence costs incurred by the doctor shall be reimbursable, if incurred, in prior consultation with the insurer, subject to the limits mentioned in the policy for such cases. In such cases the insurer shall be kept abreast of all the developments of the case.
18. In case of any claim is found untenable, the insurer shall communicate reasons to the Designated Authority of the State for this purpose with a copy to the beneficiary. Such claims shall be reviewed by the Central/State Committee on quarterly basis.
19. Any claim received under Section-I of this policy shall not prejudice other claims under other policies in respect of the same person.
20. The claim under Section 1C & 1D shall be paid in the name of beneficiary. However, the death claims shall be settled in favour of the spouse and unmarried dependent children. The name of the spouse and unmarried dependent children should be mentioned on the Consent Form filled by the person while enrolling herself/himself for sterilization operation. In case of no spouse, the payment shall be made to the unmarried dependent children. In case of minor dependent children, the payment shall be made through fixed deposit in a Bank Account by the insurer in the name of minor children to be payable on the date of their attaining majority. However, the interest accrued shall be paid to the children through their guardian on quarterly basis. In case, there are no surviving spouse/unmarried dependent children, the claim shall then be payable to the legal heir of the deceased acceptor.
21. The insurance policy will lay down the terms and conditions, exclusions as well as the premium chargeable.
22. 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.
23. In case of any dispute/difference of opinion/disagreement, the decision of the Secretary, Ministry of Health & Family Welfare would be final and binding on both the parties.

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**24. Monitoring of the scheme:**

- a) State Monitoring Committee shall conduct monthly review of all pending matters including pending claims. State Secretary of MOH&FW shall head this committee which will be represented by the State Nodal officers from State Govt., Insurer etc.
- b) The Central Monitoring Committee shall conduct quarterly review of all pending 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.

**25. Mechanism for Awareness generation:**

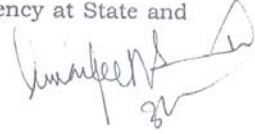
Insurer will create an awareness of the scheme on all India bases and would take necessary steps as under:

- a) Insurer will create awareness by placing the wall paintings across the country on about 3000 districts and other sub-division hospitals. Design shall be approved by the insured and painting shall be arranged by the insurer.
- b) Insured will print sufficient number of copies of Claim forms in various languages for distribution to the Districts and other authorities.
- c) Insurer will arrange a National Conference to keep aware of this scheme to all the State Nodal Officers in consultation with Government of India.
- d) Insurer will organize orientation workshops in States for the district officials and other stake holders in consultation with State.
- e) Insurer will give the wide publicity through two national newspapers at central level and one local newspaper which is widely circulated in the respective States.
- f) Periodically organize orientation workshop for State govt. officials/ district officials/Stake holders
- g) Brochure pamphlets shall be distributed.

**26. 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 required by State govt. / Central govt. on monthly basis and as & when required.
- b. The Insurer State Coordinators would meet on a fortnightly basis with the appropriate authority nominated by the State Nodal Agency at State and



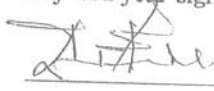
  
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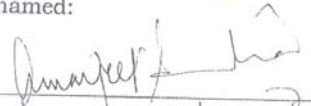


district levels to monitor the progress of the claims and/ or any other issues.

c. Toll free number would be provided for enquiring the claim status as well as for any kind of complaints.

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:

  
\_\_\_\_\_

  
\_\_\_\_\_ 21/12/2007

ICICI Lombard General Insurance  
Company Limited.

Ministry of Health and Family Welfare,  
Government of India.

Duly authorized

For and on behalf of The President of India.

(1) Witness:

(2) Witness:

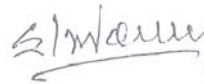


Signature:

Signature:

(2) Witness:

(2) Witness:



Signature:

Signature:

# **ANNEXURE -1**

## **LIST OF STATE COORDINATORS OF**

## **ICICI INSURANCE COMPANY**

**LIST OF STATE COORDINATORS OF ICICI LOMBARD**

<b>S.No</b>	<b>Name &amp; Designation of Manager to be approached</b>	<b>Name and Number of the second person</b>	<b>Address, e-mail &amp; contact number of the officer</b>	<b>States</b>
<b>1</b>	Md. Saleem Pasha/ 9985017867	Dr. Praneeth Dara/ +91 9885070113	<b>Address:</b> Osman Plaza,6-3-352/1,3rd Floor,Road No.1, Banjara Hills, Hydreabad. <b>Landline:</b> +91 40-66112722. <b>email ID:</b> Saleem.mohd@icicilombard.com/ praneeth.dara@icicilombard.com	Andhra Pradesh
<b>2</b>	Dhiman Sarkar/ 9864510434	Ripa Neog/ +91 9864510458	<b>Address:</b> 4th Floor,Mayur Garden,ABC Bus Stop, GS Road, Guwahati <b>Landline:</b> +91 361-2463214. <b>email ID:</b> Dhiman.sarkar@icicilombard.com, ripa.neog@icicilombard.com	Arunachal Pradesh, Assam, Nagaland, Sikkim, Manipur, Tripura
<b>3</b>	Dr. Mapuia/ 0943614071 0	Vanlalhumi Chhangte/ 09863108830	<b>Address:</b> First floor, B-7 Chanmari, Aizawl, Mizoram – 796007. <b>Landline:</b> 0389 – 2305593. <b>email ID:</b> mahumic@yahoo.co.in, mapuia@msn.com	Mizoram
<b>4</b>	Probir Mukherjee/ 9931511966	Udho Upadhyay/ +91 9939109226	<b>Address:</b> 2nd , floor, Ashirwad Mansion, Plot No 1794, Main Road, Opp Tirath Apartment, Ranchi-834001. <b>Landline:</b> +91 651-2330235. <b>email ID:</b> probir.mukherjee@icicilombard.com, upadhyay_u@yahoo.com	Bihar, Jharkhand
<b>5</b>	Punit Mishra/ +91 9838851253	Surendra Kumar/ +91 9838005173	<b>Address:</b> Satya Business Park,2nd Floor,43/15KA Nawal Kishore Road,Hazratganj, Lucknow. <b>Landline:</b> +91 522-3018583. <b>email ID:</b> punit.mishra@icicilombard.com, surendra.kumar@icicilombard.com	Uttar Pradesh

<b>6</b>	Aman Manchanda/ 9915018432	Satinder Pal Singh/ 9915018499	<b>Address:</b> 1st Floor, SCO 24 – 25, Sec – 8C, Madhya Marg, Chandigarh. Pin – 160 017. <b>Landline:</b> +91 172-3983241. <b>email ID:</b> aman.manchanda@icicilombard.com, satinderpal.s@icicilombard.com	Chandigarh, Haryana, Punjab
<b>7</b>	Snehal/ 9833636956	Dr Kailash S/ +91 9920740145	<b>Address:</b> Zenith House, Keshavrao Khade Marg, Mahalaxmi, Mumbai 400 034. <b>Landline:</b> 022 24907365. <b>email ID:</b> snehal.bhele@icicilombard.com, kailash.shelke@icicilombard.com	Maharashtra, Daman - Diu, Dadra & Nagar Haveli & Goa
<b>8</b>	Harish Jethani/ 9983322950	Ritesh Chandra/ +91 9999039062	<b>Address:</b> Birla Towers, 5th Floor, 25 Barakhamba Road, New Delhi 110 001. <b>Landline:</b> 011 - 6631 0600 & 0800. <b>email ID:</b> Harish.jethani@icicilombard.com/ritesh.chandra@icicilombard.com	NCT of Delhi
<b>9</b>	Palak Desai/ 9909022835	Mitesh Tiwari/ +91 9909022842	<b>Address:</b> Zodiac Square, 3rd Floor, Office Nos. 7- 9, Opp. Gurudwara, Bodakdev S.G. Road, Ahmedabad - 380 054. <b>Landline:</b> +91 79-66524689. <b>email ID:</b> mitesh.tiwari@icicilombard.com, palak.desai@icicilombard.com	Gujarat
<b>10</b>	Samuel Thomas/ 9816647379	Dr. Sanjay Agrawat/ 09816802006	<b>Address:</b> C/o ICICI Bank Retail Asset Division, Moon International Complex, Chhota Simla, Shimla [H.P.] Pin - 171 002. <b>Landline:</b> +91 177-2628902. <b>email ID:</b> sanjay.agrawat@icicilombard.com, samuel.thomas@icicilombard.com	Himanchal Pradesh
<b>11</b>	Azhar mirza/ 9906079807	Afroza Rashid/ +91 9419 089512	<b>Address:</b> Abi Guzar, Lal Chowk, Srinagar [J & K] Pin – 190 001. <b>Landline:</b> +91 194-2451002. <b>email ID:</b> azhar.mirza@icicilombard.com, afroza.rashid@rediffmail.com	Jammu & Kashmir
<b>12</b>	Sanjoy sahu/ 9886618258	Gagandeep/ +91 9886628405	<b>Address:</b> 2nd Floor, S V R Complex 89, Hosur Main Road Madivala, Koramangala Bangalore – 560 068. <b>Landline:</b> 080 - 66597600.	Karnataka

			<b>email ID:</b> gagandeep.kaur@icicilombard.com, sanjoy.sahu@icicilombard.com	
<b>13</b>	George Joseph/ 9846941132	Rekha Subramanian/ +91 9946100509	<b>Address:</b> Kannankeri Estate, 3rd & 5th Floor, Shanmugham Road, Marine Drive, Cochin-682031. <b>Landline:</b> +91 484-3982325. <b>email ID:</b> rekha.subramaniam@icicilombard.com, george.joseph@icicilombard.com	Lakshdweep, Kerala
<b>14</b>	Neelu Khurana/ +91 9826285172	Pankaj Khelkar/ 9826411201	<b>Address:</b> Alankar Palace, Plot # 12, 2nd floor, MP Nagar, Zone II, Bhopal. <b>Landline:</b> +91 755-3918706 <b>email ID:</b> neelu.khurana@icicilombard.com, pankaj.khelkar@icicilombard.com	Madhya Pradesh
<b>15</b>	Mrityunjoy Bhattacharya/ 9937080581	Manbhendra Sarangi/ +91 9937003100	<b>Address:</b> Epari Plaza, 2nd Floor, Plot No C/653, Janpath, Unit 3, Bhubaneswar-751001. <b>Landline:</b> +91 674-3018048. <b>email ID:</b> manbhendra.sarangi@icicilombard.com/ mrityunjoy.bhattacharya@icicilombard.com	Orrisa, Chhattisgarh
<b>16</b>	Kumar Trivedi/ 9884606721 7	Dr Aslam Nadri +91 9884042735	<b>Address:</b> Ground and Mezannine floor, Shop No.4, 17 Aarti Chambers, 189 Anna Salai, CHENNAI - 600 006. <b>Landline:</b> +91 44-66151365. <b>email ID:</b> kumar.trivedi@icicilombard.com/ aslam.nadri@icicilombard.com	Puducherry, Tamil Nadu
<b>17</b>	Krishna Kushwaha/ 9982653219	Mukesh Ranwan/ +91 9982241817	<b>Address:</b> Bhagwati Bhawan, 2nd Floor, Above P.L. Motors, M.I.Road, Jaipur - 302001. <b>Landline:</b> +91 141-4090422. <b>email ID:</b> kushwaha.krishna@icicilombard.com, mukesh.ranwan@icicilombard.com	Rajasthan
<b>18</b>	Shikha Malhotra / 0971900307 6	Punit Mishra/ +91 9838851253	<b>Address:</b> 2nd Floor, Municipal No. - 447, Opp. Hotel Great Value, Rajpur Road, Dehradun Pin – 248 001. <b>Landline:</b> +91 135-3058016.	Uttaranchal

			<b>email ID:</b> shikha.malhotra@icicilombard.com/ punit.mishra@icicilombard.com	
<b>19</b>	Abhra Mukherjee/ 9874249196	Dr. Subhajit Banerjee/+91 9836802622	<b>Address:</b> 4th,7th & 8th Floor Floor, Apeejay House, 15 Park Street, Kolkata - 700 016. <b>Landline:</b> +91 33-40028452. <b>email ID:</b> abhra.mukherjee@icicilombard.com/ subhajit.banerjee@icicilombard.com	West Bengal

**ANNEXURE - B (Section - II)**

<b>Sl.No</b>	<b>Name &amp; Designation of Manager to be approached</b>	<b>Name and Number of the second person</b>	<b>Address, e-mail &amp; contact number of the officer</b>	<b>States to be catered to</b>
<b>1</b>	Ritesh Chandra/ +91 99990 39062	Mayank Misra/ +91 98731 00521	<b>Address:</b> Birla Towers, 5th Floor, 25 Barakhamba Road, New Delhi 110 001. 011 - <b>Landline:</b> 6631 0600 & 0800. <b>email ID:</b> ritesh.chandra@icicilombard.com, mayank.misra@icicibank.com	NCT of Delhi

## ANNEXURE- II

### 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 three months.
- A minimum of three members will constitute the quorum.



**THE ICICI LOMBARD GENERAL INSURANCE COMPANY LTD**

**CLAIM FORM FOR FAMILY PLANNING INSURANCE SCHEME**

**Notes**

- 1) This form is required to be completed for lodging claim under Section – I of the policy.
- 2) This form is issued without admission of liability and must be completed and returned to the insurance company for processing the claim.
- 3) No claim can be admitted unless certified by the District Quality Assurance Committee constituted by the State Government for the purpose / CMO.

**Claim No (to be allotted by the insurer): ..... Policy No: .....**

**1 Details of the Claimant:**

Name in Full: .....Present Age: ..... Years,  
Relationship with the acceptor of Sterilisation: .....  
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 Spouse: ..... Years,  
Residential Address .....  
..... Telephone No.....

**3. Permanent Business or Occupation: (If more than one state all)**

**4. Details of unmarried dependent children:**

S.No.	Name	Age	Sex	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) Laprosopy: .....

iv) MTP followed by Sterilization: .....v) Caesarian followed by Tubectomy:

vi) Any other Sterilization operation (*please specify*) .....

**6. (a) Name, Address of the hospital where the operation was conducted: .....**

.....

**(b) Name, Address & Qualification of the Doctor who *conducted* the operation: -**

.....

**(c) Nature of claim:**

i) **Failure of sterilization Not leading to child birth: .....**

ii) **Failure of sterilization leading to child birth: .....**

iii) **Medical complication due to sterilization (state exact nature of complication):**

a) Date/s: .....

b) Details of complication: .....

c) Doctor/health facility: .....

iv) **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 the acceptor prior to undergoing sterilization operation: .....

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

(a) Name of the Company and Sum Insured: .....

(b) The amount you are entitled to Claim under above policy: .....

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

Place: .....

Name:

Dated: .....

Signature (in full) .....

Or Thumb Impression

**MEDICAL CERTIFICATE BY THE QUALITY ASSURANCE COMMITTEE / CMO**

It is certified that Smt/Shri. ....s/o / w/o.....  
..... r/o .....  
.....had undergone sterilization operation on  
..... at ..... Hospital,  
conducted by Dr. ....Qualifications: .....

**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 operation not leading to child birth: ( ) (Attach Proof)
- (b) Failure of sterilization operation leading to childbirth: ( ) (Attach Proof)
  - (i) Date of sterilization: ..... (ii) Date of Detection: .....
- (c) Medical Complication (please give details as under)
  - (i) Nature of complications: .....
  - (ii) Period: .....
  - (iii) Expenses incurred for treatment of such complication: Rs. ....  
(Enclosure's: original receipt/bills)
- (d) Death of Person (Cause): .....  
.....  
(i) Date of Admission: .....Time: ....., (ii) Date of Discharge: ..... Time: .....,  
(iii) Date of death: ..... Time: .....

I/We have further examined all the particulars stated in the claim form and are in conformity with my/our findings.

Signature

Name

Designation

Telephone No.

SEAL

For and on behalf of the Quality Assurance Committee

**APPLICATION FOR STERILISATION OPERATION**  
**AND INFORMED CONSENT FORM**

1. Name of the Acceptor: Shri/Smt.....
2. Name of Husband/Wife: Shri/Smt .....  
Address .....
- 3 Names of all living, unmarried dependent Children
  - i) .....
  - ii).....
  - iii).....
  - iv).....
4. Father's Name: Shri.....  
Address .....
5. Religion/Nationality .....
6. Educational Qualifications.....
7. Business/Occupation.....
8. Operating Centre.....

I, Smt/Shri .....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. We have.....male and.....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 /my spouse experience (s) a missed menstrual cycle, then I/my spouse 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.
  - (h) If I/my wife get (s) pregnant after failure of the sterilization operation and If I am not able to get the foetus aborted within two weeks, then I 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
  - (i) 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.
  - (j) I understand that Vasectomy does not result in immediate sterilization. \*I agree to come for semen analysis three 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.**

Name

Signature or  
Thumb Impression of the Acceptor

Signature of Witness:

.....

Full Name.....

Full Address.....

*# (Only 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 ..... have been fully explained about the contents of the Informed Consent Form in his/her local language.

Signature of Counselor\*\*

Full Name: .....

Full Address: .....

I certify that I have satisfied myself that -

- 1) Shri/Smt.....is within the eligible age-group and is medically fit for the sterilization operation.
- 2) I have explained all clauses to the client and that this form has the authority of a legal document.
- 3) 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 and address) Seal

(Name and address) 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

(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)

**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**

<input type="checkbox"/>	Recent medical Illness	Yes.....	No.....
<input type="checkbox"/>	Previous Surgery	Yes.....	No.....
<input type="checkbox"/>	Allergies to medication	Yes.....	No.....
<input type="checkbox"/>	Bleeding Disorder	Yes.....	No.....
<input type="checkbox"/>	Anemia	Yes.....	No.....
<input type="checkbox"/>	Diabetes	Yes.....	No.....
<input type="checkbox"/>	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.....

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

**Physical Examination**

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

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

**C. 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.....  
 .....  
 .....

**D. LABORATORY INVESTIGATIONS**

	Hemoglobin level	.....Gms%	
	Urine: Albumin	Yes.....1 No.....2	
	Urine- Sugar	Present.....1 Absent.....2	
	Any Other (specify)	..... .....	

Name:

Signature of the Examining Doctor

**HOSPITAL SEAL**

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

**I. Personnel Requirement:**

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

**II. Infrastructure requirement:**

<b>Sr. No.</b>		<b>Female Sterilization</b>	<b>Male Sterilization</b>
1	<b>Facilities</b>	<ul style="list-style-type: none"><li>➤ Well ventilated, fly proof room with concrete/tiled floor which can be cleaned thoroughly</li><li>➤ Running water supply through tap or bucket with tap</li><li>➤ Electricity supply with a stand by generator and other light source</li></ul>	<ul style="list-style-type: none"><li>➤ Well ventilated, fly proof room with concrete/tiled floor which can be cleaned thoroughly</li><li>➤ Running water supply through tap or bucket with tap</li><li>➤ Electricity supply with a stand by generator and other light source.</li></ul>
2	<b>Space required</b>	<ul style="list-style-type: none"><li>➤ Area for reception</li><li>➤ Waiting area</li><li>➤ Counseling area which offers privacy and ensures avoidance of any interruptions.</li><li>➤ Laboratory for blood &amp; urine examination</li><li>➤ Clinical examination room for initial assessment and follow up</li></ul>	<ul style="list-style-type: none"><li>➤ Area for reception</li><li>➤ Waiting area</li><li>➤ Counseling area which offers privacy and ensures avoidance of any interruptions.</li><li>➤ Laboratory for blood &amp; urine examination</li><li>➤ Clinical examination room for initial assessment and follow up</li><li>➤ Pre-operative preparation room</li></ul>

		<ul style="list-style-type: none"> <li>➤ Pre-operative preparation room for trimming of hair, washing, changing of clothes and pre medication</li> <li>➤ Hand washing area near the OT for scrubbing</li> <li>➤ Sterilization room, near the OT for autoclaving, washing and cleaning equipment, preparation of sterile packs.</li> <li>➤ 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.</li> <li>Lighting should be adequate.</li> <li>➤ Recovery room must be spacious and well ventilated, number of beds will be determined by the available space, should be adjacent to the OT..</li> <li>➤ Adequate number of toilets: sufficient number of sanitary type toilets with running water for the clients and the staff.</li> <li>➤ Storage area</li> <li>➤ Office area for keeping records.</li> </ul>	<p>for trimming of hair, washing, changing of clothes and pre medication</p> <ul style="list-style-type: none"> <li>➤ Hand washing area near the OT for scrubbing</li> <li>➤ Sterilization room, near the OT for autoclaving, washing and cleaning equipment, preparation of sterile packs.</li> <li>➤ 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.</li> <li>➤ Recovery room must be spacious and well ventilated, number of beds will be determined by the available space, should be adjacent to the OT..</li> <li>➤ Adequate number of toilets: sufficient number of sanitary type toilets with running water for the clients and the staff.</li> <li>➤ Storage area</li> <li>➤ Office area for keeping records</li> </ul>
3	<b>Equipment and supplies</b>		
A	<b>Examination room requirement</b>	<ul style="list-style-type: none"> <li>➤ Examination table</li> <li>➤ Foot stool</li> <li>➤ Blood Pressure apparatus</li> <li>➤ Thermometer</li> <li>➤ Stethoscope</li> <li>➤ Examination light</li> <li>➤ Weighing scale</li> <li>➤ Instrument for pelvic examination</li> </ul>	<ul style="list-style-type: none"> <li>➤ Examination table</li> <li>➤ Foot stool</li> <li>➤ Blood Pressure apparatus</li> <li>➤ Thermometer</li> <li>➤ Stethoscope</li> </ul>
B	<b>Laboratory</b>	<ul style="list-style-type: none"> <li>➤ Haemoglobinometer and accessories</li> <li>➤ Apparatus to estimate albumin and sugar in urine</li> <li>➤ Reagents</li> </ul>	<ul style="list-style-type: none"> <li>➤ Haemoglobinometer and accessories</li> <li>➤ Apparatus to estimate albumin and sugar in urine</li> <li>➤ Reagents</li> </ul>

C	<b>Sterilization room</b>	<ul style="list-style-type: none"> <li>➤ Autoclave</li> <li>➤ Boiler</li> <li>➤ Surgical drums</li> <li>➤ SS Tray</li> <li>➤ Glutaraldehyde solution 2%</li> </ul>	<ul style="list-style-type: none"> <li>➤ Autoclave</li> <li>➤ Boiler</li> <li>➤ Autoclave drums</li> <li>➤ Glutaraldehyde Solution 2%</li> </ul>
D	<b>Cleaning Room</b>	<ul style="list-style-type: none"> <li>➤ Hand Brushes</li> <li>➤ Utility gloves</li> <li>➤ Basins</li> <li>➤ Detergents</li> <li>➤ Chlorine solution 0.5%</li> </ul>	<ul style="list-style-type: none"> <li>➤ Hand Brushes</li> <li>➤ Utility gloves</li> <li>➤ Basins</li> <li>➤ Detergents</li> <li>➤ Chlorine solution 0.5%</li> </ul>
E	<b>Operation Theatre</b>	<ul style="list-style-type: none"> <li>➤ Operating table capable of Trendelenburg's position</li> <li>➤ Step up stool</li> <li>➤ Spot light in OT</li> <li>➤ Instrument trolley</li> <li>➤ Mini Laparotomy Kit</li> <li>➤ Laparoscopy Kit</li> <li>➤ Blood Pressure Instrument</li> <li>➤ Stethoscope</li> <li>➤ Syringe with needles</li> <li>➤ Emergency equipment &amp; Drugs</li> <li>➤ Room heater</li> <li>➤ IV stand</li> <li>➤ Waste basket, storage cabinet, buckets, basins for decontamination</li> <li>➤ Box for used linen</li> <li>➤ Puncture –proof box for needles</li> </ul>	<ul style="list-style-type: none"> <li>➤ Operating table</li> <li>➤ Step up stool</li> <li>➤ Spot light in OT</li> <li>➤ Instrument trolley</li> <li>➤ Conventional Vasectomy Kit</li> <li>➤ No- Scalpel Vasectomy Kit</li> <li>➤ Emergency equipment &amp; Drugs</li> <li>➤ Room heater</li> <li>➤ Blood Pressure Instrument</li> <li>➤ Stethoscope</li> <li>➤ Syringe with needles</li> <li>➤ Waste basket, storage cabinet, buckets, basins for decontamination</li> <li>➤ Box for used linen</li> <li>➤ Puncture –proof box for needles</li> <li>➤ IV stand</li> </ul>
F	<b>Recovery room</b>	<ul style="list-style-type: none"> <li>➤ Patient's cot with mattress, sheet, pillow, pillow cover, and blankets</li> <li>➤ BP Instrument</li> <li>➤ Stethoscope</li> <li>➤ Thermometers</li> <li>➤ IV stand</li> <li>➤ Emergency equipment and drugs as per list</li> </ul>	<ul style="list-style-type: none"> <li>➤ Patient's cot with mattress, sheet, pillow, pillow cover, and blankets</li> <li>➤ Thermometers</li> <li>➤ Stethoscope</li> <li>➤ Blood pressure instrument</li> <li>➤ IV stand</li> <li>➤ Emergency equipment and drugs as per list</li> </ul>

4	<b>Emergency equipment &amp; supplies</b>	<ul style="list-style-type: none"> <li>➤ Stethoscope</li> <li>➤ BP instruments</li> <li>➤ Oral Airways guedel size 3,4,5</li> <li>➤ Nasopharyngeal airways size 6,6.5,7.0</li> <li>➤ Suction machine with tubing &amp; two straps</li> <li>➤ Ambu bag with mass size 3,4,5</li> <li>➤ tubing and oxygen nipple</li> <li>➤ Oxygen cylinder with reducing valve and flow meter</li> <li>➤ Blanket</li> <li>➤ Gauge pieces</li> <li>➤ Kidney tray</li> <li>➤ Torch</li> <li>➤ Syringes and needles, including butterfly sets, IV Cannula</li> <li>➤ Intravenous infusion sets and fluids</li> <li>➤ Sterile laparotomy instruments</li> <li>➤ Endotracheal tube size 6, 6.5, 7, 7.5, 8.0</li> <li>➤ Laryngeal mask airway size 3,4,5</li> <li>➤ Combitube</li> <li>➤ Cricothyroidectomy set</li> </ul>	<ul style="list-style-type: none"> <li>➤ Stethoscope</li> <li>➤ BP instruments</li> <li>➤ Oral Airways guedel size 3,4,5</li> <li>➤ Nasopharyngeal airways size 6,6.5,7.0</li> <li>➤ Suction machine with tubing &amp; two straps</li> <li>➤ Ambu bag with mass size 3,4,5</li> <li>➤ tubing and oxygen nipple</li> <li>➤ Oxygen cylinder with reducing valve and flow meter</li> <li>➤ Blanket</li> <li>➤ Gauge pieces</li> <li>➤ Kidney tray</li> <li>➤ Torch</li> <li>➤ Syringes and needles, including butterfly sets, IV Cannula</li> <li>➤ Intravenous infusion sets and fluids</li> <li>➤ Sterile laparotomy instruments</li> <li>➤ Endotracheal tube size 6, 6.5, 7, 7.5, 8.0</li> <li>➤ Laryngeal mask airway size 3,4,5</li> <li>➤ Combitube</li> <li>➤ Cricothyroidectomy set</li> </ul>
5	<b>Emergency drugs</b>	<ul style="list-style-type: none"> <li>➤ Injection Adrenaline</li> <li>➤ Injection Atropine</li> <li>➤ Injection Hydrocortisone (Dexamethasone)</li> <li>➤ Injection Physostigmine</li> <li>➤ Injection Aminophylline</li> <li>➤ Injection Diazepam</li> <li>➤ Injection Deriphyline</li> <li>➤ Injection Pheniramine Maleate</li> <li>➤ Injection Promethazine</li> <li>➤ Injection Ranitidine</li> <li>➤ Injection Metoclopramide</li> <li>➤ Injection Xylocard</li> <li>➤ Injection Pentazocine</li> <li>➤ Injection Sodium Bicarbonate</li> </ul>	<ul style="list-style-type: none"> <li>➤ Injection Adrenaline</li> <li>➤ Injection Atropine</li> <li>➤ Injection Hydrocortisone (Dexamethasone)</li> <li>➤ Injection Physostigmine</li> <li>➤ Injection Diazepam</li> <li>➤ Injection Deriphyline</li> <li>➤ Injection Pheniramine Maleate</li> <li>➤ Injection Promethazine</li> <li>➤ Injection Ranitidine</li> <li>➤ Injection Metoclopramide</li> <li>➤ Injection Xylocard</li> <li>➤ Injection Pentazocine</li> <li>➤ Injection Sodium Bicarbonate</li> </ul>

		<p>(7.5 %)</p> <ul style="list-style-type: none"> <li>➤ Injection Calcium Gluconate/ Calcium Chloride</li> <li>➤ Injection Frusemide</li> <li>➤ Injection Methergine</li> <li>➤ Injection Dopamine</li> <li>➤ Injection Mephentermine</li> <li>➤ Injection Oxytocin</li> <li>➤ Electorde jelly</li> <li>➤ Water –soluble jelly</li> </ul> <p><b><u>IV fluids</u></b></p> <ul style="list-style-type: none"> <li>➤ Dextrose 5%</li> <li>➤ Glucose 25%</li> <li>➤ Ringer Lactate solution.</li> <li>➤ 0.9% sodium chloride (normal saline)</li> <li>➤ Heta Starch (HES 6 %)</li> </ul>	<p>(7.5 %)</p> <ul style="list-style-type: none"> <li>➤ Injection Calcium Gluconate/ Calcium Chloride</li> <li>➤ Injection Frusemide</li> <li>➤ Injection Dopamine</li> <li>➤ Injection Mephentermine</li> <li>➤ Electorde jelly</li> <li>➤ Water –soluble jelly</li> </ul> <p><b><u>IV fluids</u></b></p> <ul style="list-style-type: none"> <li>➤ Dextrose 5%</li> <li>➤ Glucose 25%</li> <li>➤ Ringer Lactate solution.</li> <li>➤ 0.9% sodium chloride (normal saline)</li> <li>➤ Heta Starch (HES 6 %)</li> </ul>
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## ANNEXURE –VII

### CHECKLIST FOR SUBMISSION OF CLAIM

- 1 Claim submitted in Claim Form/Format: (if not, reasons therefore)
- 2 Claim Forwarded through Medical Officer conducting sterilisation procedures indicating date of sterilisation:
- 3 QAC's/CMO's Certificate of failure of sterilisation/ post-operative complications/Death arising out of sterilisation:
- 4 Date of occurrence of Death/complications arising out of sterilisation, or date of noticing Failure of sterilisation:
- 5 Nature of Post-operative complications and amount of estimated expenditure involved in its treatment:
- 6 Reasons for failure of sterilisation, post operative complications, Incapacitation, death etc.
- 7 Date of submission of claim to Insurance Company
- 8 Date of receipt of payment by the claimant acceptor of sterilisation

### Documents under Section I:

#### **In case of death:**

- + Claim cum QAC report in original.
- + Attested copy of Consent form.
- + A medical report certifying the cause of death (Copy of FIR in case of Medico legal Case)

#### **In case of Failure of Sterilization (with or without child-birth):**

- + Claim cum QAC report in original.
- + A copy of Sterilisation certificate.

Except the claim form, all the above documents would be photocopies & attested by the CMO

#### **In case of Complication due to Sterilization (can be with or without death case):**

- + Claim cum QAC report in original.
- + Relevant bills/cash memos, prescriptions and diagnostic reports in originals, in support of cost of treatment.
- + A copy of Sterilisation certificate.

### Documents under Section II:

- + Copy of Summon/ FIR lodged against doctor and/or health facility.
- + The CMO should certify that the sterilization was done by the accredited doctor and/or health facility.
- + Copy of Consent form.

Annexure -VIII

**QUARTERLY REPORT FORM**

(To be submitted by District level QAC/State level QAC.)

NAME OF THE STATE / DISTRICT: .....

Quarter: .....

1	Number of sterilisation conducted in the districts / States.	
2	Number of cases of failures of sterilisation/ incapacitation 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)	During the sterilisation operation.	
(ii)	After the sterilisation operation.	
5	Number of claims received.	
6	Number of claims forwarded to Insurance Company.	
7	Number of claims accepted by Insurance Company	
8	Number of cases where payment released.	
9	Number of claims pending settlement with Insurance Company	
	<b>30days: ..... 31-90 days: ..... More then 90 days: .....</b>	
10	No. of Court cases, if any.	
11	Number of private doctors / health facilities empanelled/ accredited:	
(i)	<b>During the Quarter:</b>	
(ii)	<b>Total upto the end of the Quarter:</b>	
12	Whether consent forms are available in local languages with all Doctors / health facilities in sufficient number.	
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	Details of Doctor(s)/health facility (ies) (indicating names & registration No. of doctor(s)/health facility (ies), No. of failure / complications / deaths etc. reported / noticed doctor-wise and health facility-wise, action taken against each doctor/health facility, names of doctors / health facilities removed from the panel, etc.	(To be given on separated sheet).