

**MANUAL  
FOR  
FAMILY PLANNING  
INSURANCE SCHEME**

**IMPLEMENTED THROUGH  
ICICI LOMBARD GENERAL INSURANCE COMPANY**

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

**JANUARY - 2009**

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# FAMILY PLANNING INSURANCE MANUAL

## **A. Introduction:**

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

## **B 1 Government of India Scheme to compensate acceptors of sterilization for loss of wages:**

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

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

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

- i) Rs. 50,000/- per case of death.

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

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

The above compensation scheme for 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	Anes- thetist	Staff Nurse	OT technician /helper	Refresh ment	Camp manage ment	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.

**B 2 Directives of Hon'ble Supreme Court:**

**The Hon'ble Supreme Court of India in its Order dated 1.3.2005 in Civil Writ Petition No. 209/2003 (Ramakant Rai V/s Union of India) has,**

***inter alia*, directed the Union of India and States/UTs for ensuring enforcement of Union Government's Guidelines for conducting sterilization procedures and norms for bringing out uniformity with regard of sterilization procedures by -**

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

The above 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.

**C. Family Planning Insurance Scheme w.e.f. 29<sup>th</sup> November, 2005:**

1. 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.
2. 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 sterilization).	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.

**D. 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:

Section		Coverage	Limits
<b>I</b>	<b>IA</b>	Death due to sterilization in hospital or within 7 days from the date of discharge from the hospital.	Rs. 2 lakh.
	<b>IB</b>	Death due to 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.			

### **E. 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 due to sterilization in hospital or within 7 days from the date of discharge from the hospital.	<b>Rs. 2 lakh.</b>
	<b>IB</b>	Death due to 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.			

### **F. Revised Scheme w.e.f. 1<sup>st</sup> January, 2009:**

This scheme is now further renewed with ICICI Lombard Insurance Company w.e.f. 01-01-09 with modification in procedure 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.			

2. 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 sterilization directly to acceptors or through District Health Office without any hassle as per guidelines.

### **3. Section: 1**

**The claim under Section-1C (failure of sterilization) & Section -1D (complications arising out of sterilization) shall be paid by the insurer in**

the name of beneficiary. **However, CLAIMS under SECTION-1A** (Death following sterilization in hospital or within 7 days from the date of discharge from the hospital) and **under Section -1B (Death following sterilization within 8-30 days from the date of discharge from the hospital)** shall be paid equally in favour of the spouse and unmarried dependent children whose names are appearing in the consent form / claim form. In case of no spouse, the payment shall be made to the unmarried dependent children. Insurer will first reimburse Rs 50000/- under **Section-I A to RKS** of the district, in case this amount is paid by RKS as ex-gratia, the balance amount will be paid to other eligible members of the deceased.

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

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

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

#### **4. 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 per doctor/health facility**, beyond which the doctor/health facility concerned would be himself/herself responsible for his/her lapse, apart from any other action that may be taken by the Government against the doctor/health facility.

#### **G. 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 sterilization 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).

## **H. Operationalization 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- I-A, I-B, I-C and I-D** of the policy.
- 4 The Consent Form filled** by the person at the time of enrolling himself/herself for sterilization operation 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 processing under Section-I** shall be decentralized at State level and nominated representative of the insurer will integrate with existing State and district level machinery of the insured. The claim settlement/issue of cheques shall be done from the office of the insurer based at Delhi. The list of such offices is at **Annexure III.**
- 8 For the purpose of verification and medical evaluation of the claim** lodged by the beneficiary, the State Government has formed / shall form the District Level Quality Assurance Committee (QAC) and for all purpose the authority shall be with CMO/CDMO/CHMO/CDHMO/DMO/DHO/ Joint Director designated for this purpose at district level. The proposed constitution of QAC is at **Annexure IV.**

- 9 On receipt the information of any claim from the acceptor of Sterilization under Section - I** of the policy, the beneficiary, through their designated hospital and doctors, shall immediately fill up claim form. The claim form cum medical certificate shall be duly completed in all respects by the beneficiary and shall be **authenticated by the CMO/ CDMO/CHMO/CDHMO/DMO/DHO/ Joint Director designated for this purpose at district level.** This will be sent to the State nominated office of the insurer along with the **required documents as specified at Sr. No. 22 (i), (ii) and (iii),** as soon as possible preferably **within 90 days from the date** of detection of the cause.
- 10 Duly completed claim form cum medical certificate** shall be the basis of lodging claims under Section-I of the policy. The claim form cum medical certificate shall be duly completed in all respects by the beneficiary and **shall be authenticated by the CMO/ CDMO/ CHMO/ CDHMO/DMO/DHO/Joint Director designated for this purpose at district level.**
- 11 All claims arising under Section I-C (due to failure of sterilization) shall be accepted from 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 break or cancellation of the policy, the claims of failure of sterilization detected upto 180 days after the expiry of the policy shall be accepted.
- 12 In case of claims for death of the acceptor under Section-I** following sterilization operation, copy of death certificate issued by hospital / municipality or any other authority designated duly attested by the CMO/CDMO/CHMO/CDHMO/DMO/DHO/Joint Director designated for this purpose at district level.
- 13 In the event of death as per Section-I-A above, the Rogi Kalyan Samities (RKSs) at district level would be paying Rs. 50,000/-** as an ex gratia to the first kin of the deceased if, death of the acceptor has taken place following sterilization during hospitalization or within the 7 days from the discharge of the hospital. This ex gratia amount would be reimbursed to RKSs while settling the claim and rest amount shall be paid to other eligible dependents by the insurer as per procedures laid down in the manual subject to admissibility of the claim under insurance scheme.
- 14 For claims arising due to medical complications following sterilization operation as per Section-ID,** the CMO/ CDMO/ CHMO/CDHMO/DMO/DHO/Joint Director designated for this purpose at district level shall certify the cost of treatment of such complications incurred by the beneficiary and or hospital. Relevant bills/cash memos, prescriptions and diagnostic reports in originals, shall support the cost of treatment. **Any expenses incurred by the government hospital** for the treatment of the said complication in addition to the expenses

incurred by the beneficiary, shall also be reimbursed to the District Rogi Kalyan Samiti (RKS) subject to the limits mentioned in the policy for such cases. District authority designated for this purpose at district level shall clearly indicate the bifurcation of the reimbursement to beneficiary and RKS on the claim cum medical certificate.

**15 The claim under Section-1C** (failure of sterilization) **& 1D** (complications arising out of sterilization) shall be paid by the insurer in the name of beneficiary.

**16 However, CLAIMS under SECTION-1A** (Death following sterilization in hospital or within 7 days from the date of discharge from the hospital) and **under Section-1B** (Death following sterilization within 8-30 days from the date of discharge from the hospital) shall be **paid equally** in favour of the spouse and unmarried dependent children whose names are appearing in the consent form / claim form. In case of no spouse, the payment shall be made to the unmarried dependent children. Insurer **under Section-1A** will first reimburse Rs 50000/- to RKS of the district, in case this amount is paid by RKS as ex-gratia and the balance amount will be paid to other eligible members of the deceased.

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

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

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

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

**18** For claims under **Section - II** of the Policy, the doctor/health facility receiving any legal notice/summons from the Court shall immediately inform, in writing to ICICI Lombard General Insurance Company. Thereafter, the Insurance Company would take over entire defense process of the case, including engagement of advocate and payment of legal expenses. However, insurer shall not be liable to pay more than the amount mentioned in the **Section - II** in any case, under all heads.

**For the purpose of claim under Section- II of the Policy, the designated office shall be Mr. Deepak Khanna or Ms. Ritu Arora, ICICI Lombard General Insurance Company, Birla Towers, 5th Floor, 25 - Barakhamba Road, New Delhi -110001, PHONE**

**NUMBERS : 011-66310817, 011-66310647, 011-66310600 & 011-66310800.**

**Email ID: deepak.khanna@icilombard.com or ritu.arora@icilombard.com**

- 19 On receiving the documents in original under Section -II** as mentioned against **S.No.22 (IV)**, the Insurance Company will exercise its right and the doctor/ Facilities, who has been made party to the case, shall co-operate with the insurer and assist in arranging proper defense of the case. In emergent circumstances the defense costs incurred by the doctor/ facility shall be reimbursable, in prior consultation with the insurer, subject to the limits mentioned in the policy. In such cases the insurer shall be kept abreast of all the developments of the case by the concerned Doctor/Health facility.
- 20 The defense costs incurred by the doctor/health facility** shall be reimbursable, if incurred in consultation with the Insurance Company; the defence costs shall be limited to Rs. 5,000 per incidence **in the event of emergency** for such cases. In such cases, the Insurance Company shall be kept abreast of all the developments of the case.
- 21 Liability of the Insurance Company under Section -II** would be limited to four cases of litigation in respect of every doctor or health facility in a year. **All the doctors/health facilities** including doctors/health facilities of Central, State, Local-Self Governments, other public sectors and all the accredited doctors/health facilities of non-government and private sectors rendering Family Planning Services and conducting such operations shall stand indemnified against the claims arising on them out of failure of sterilization, death or medical complication resulting there from upto a maximum amount of Rs. 2 lakh per case, maximum upto 4 cases per doctor/health facility per year. The cover would also include the legal costs and actual modality of defending the prosecuted doctor/health facility in Court, which would be borne by the Insurance Company with certain limits within **the limit of Section- II.**

**22 Requirement of documents for claims under the scheme:**

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

- i. Death following sterilization (Section-I A & I B):**
- a)** Claim form cum medical certificate in original duly signed and stamped by the CMO/CDMO/CHMO/CDHMO/DMO/DHO/ Joint Director designated for this purpose at district level.
  - b)** Copy of consent form duly attested by CMO/CDMO/CHMO/CDHMO /DMO/DHO/Joint Director designated for this purpose at district level.

- c) Copy of Sterilization certificate duly attested by CMO/ CDMO/ CHMO/CDHMO/DMO/DHO/Joint Director designated for this purpose at district level.
- d) Copy of Death certificate issued by Hospital/Municipality or authority designated duly attested by the CMO/CDMO/ CHMO/ CDHMO/DMO/DHO/ Joint Director designated for this purpose at district level.

**ii. Failure of sterilization (Section-IC):**

- a) Claim form cum medical certificate in original duly signed and stamped by the CMO/CDMO/CHMO/DMO/DHO/Joint Director designated for this purpose at district level.
- b) Copy of consent form duly attested by CMO/CDMO/CHMO/ CDHMO/DM/DHO/Joint Director designated for this purpose at district level.
- c) Copy of Sterilization certificate duly attested by CMO/ CDMO/ CHMO/CDHMO/DMO/DHO/ Joint Director designated for this purpose at district level.
- d) Copy of any of the following diagnostic reports confirming failure of sterilization duly attested by CMO/CDMO/CHMO/CDHMO/ DMO/ DHO/Joint Director designated for this purpose at district level:

**A. In case of tubectomy these reports may be:**

1. Urine test report
2. MTP report
3. per abdominal diagnosis
4. USG report
5. In extreme cases birth certificate in case of full term pregnancy

**B. In case of vasectomy**

- 1 Semen test report

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

**iii. Complication arising due to sterilization (Section-ID):**

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

- b) Copy of consent form duly attested by CMO/CDMO/CHMO/CDHMO /DMO/DHO/Joint Director designated for this purpose at district level.
- c) Copy of Sterilization certificate duly attested by CMO/CDMO/CHMO/CDHMO/DMO/DHO/ Joint Director designated for this purpose at district level.
- d) Original bills/receipts/cash memos along with original prescription and case sheet confirming treatment taken for complication due to sterilization.

**NOTE: NO FURTHER DOCUMENT WOULD BE ASKED BY THE INSURER UNDER 25 (i, ii, iii) ABOVE.**

**iv. Claims under indemnity cover (Section-II):**

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

**23** Stipulated time limit for settlement of claims under Section-I of the policy would be 15 working days in case of death and 21 days in case of others, after submission of all required documents.

**24 In case of any claim is found untenable,** the insurer shall communicate reasons to the Designated Authority of the State, CMO /CDMO/CHMO/CDHMO/DMO/DHO/Joint Director designated for this purpose at district level with a copy to the beneficiary. Such claims shall be reviewed by the Central/State Committee on monthly/quarterly basis.

**25 Monitoring of the scheme:**

The scheme will be monitored by Central and State monitoring committees on monthly / quarterly basis:

- a) State Monitoring Committee shall conduct monthly/quarterly review of all pending matters including pending claims. State Secretary of Health & Family Welfare shall head this committee which will be represented by the State Nodal officer of the State Govt, Insurer etc.

- b) The State Nodal officer of state government will review pending claims on monthly basis.
  - c) The Central Monitoring Committee shall conduct monthly / quarterly review of all matters including pending claims. Joint Secretary, MOH&FW, GOI shall head this Committee which will be represented by the State Nodal officers from State Government, Insurer etc.
  - d) Insurer will provide the state wise district wise claim statement to Central and State Government on fortnightly basis on 7<sup>th</sup> and 21<sup>st</sup> of the following fortnight on a prescribed format.
  - e) The Central Committee will examine all repudiated claim and to direct the Insurer to pay the claims falling under the terms of the policy. The Insurer further agrees to provide access to the Central Committee their records for this purpose.
- 26** 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.
- 27** 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.
- 28** **Role of the State Coordinators of Insurer:**
- a) Organize orientation program at State level for district officials & the State officials as well as other Government authorities in the Family Planning Insurance Scheme.
  - b) To collect the list of hospitals (district –wise) from the State officials to get the walls painted of the hospitals with the details of the scheme approved by GOI.
  - c) To liaison with State Coordinator appointed by the state government and hold monthly meeting in the 2<sup>nd</sup> week of the month. The minutes of the same shall be drawn and will be sent to state and central Government.
  - d) To participate in review meeting at State level on monthly/quarterly basis.
  - e) Processing of claims:

- 1) On receiving the claim papers, process the claim & issue the cheque with in 21 days ( for failure & complication) & in case of a death claim, to process & issue the cheque within 15 days
- 2) In case the documents are incomplete, inform in writing, the specific deficiency, to the CMO/CDMO/CHMO/CDHMO/ DMO /DHO/Joint Director designated for this purpose at district level within 5 working days from the day of receiving the claim papers. If the desired documents / information do not reach even then, to send the first reminder within 15 days from the day the first letter was sent. Telephonic reminder for relevant document thereafter.
- 3) If no response is received from CMO/CDMO/CHMO/ CDHMO /DMO/DHO/Joint Director designated for this purpose at district level, inform the State Nodal Officer of the state for necessary follow up. Copy of all correspondence may also be sent to state coordinator.
- 4) If more than 5 claims are pending from any of the district, visit the respective CMO/CDMO/CHMO/CDHMO/DMO/DHO/ Joint Director designated for this purpose at district level for getting necessary compliance.
- 5) If pendency of claims are more than 60 days. A deficiency clearance camp may be organized at state level with the help of State Officials.
- 6) Such matters may also be brought to the knowledge of State officials during monthly review meetings.

## **29. 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 sterilization operations.

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 agreed by the respective states. 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 cum medical certificates 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 the States for the district officials and other stake holders in consultation with State.
- e) Insurer will give the wide publicity within a period of two month through two national newspapers at central level and one newspaper in local language, which is widely circulated in the respective States on half yearly basis.
- f) Will hold claim clearance camps at state level.
- g) Brochure pamphlets shall be distributed.

**30. 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 shared with State Government on quarterly basis.

**DETAILS OF ANNEXURE:**

**I Copy of the Family Planning Insurance Policy:**

A copy of the Policy issued by ICICI Lombard General Insurance Company for the period 1.1.2009 to 31.12.2009 is enclosed at **Annexure-I.**

**J. Copy of MOU entered between GOI & ICICI:**

A copy of the MOU signed between Ministry of Health and FW, Government of India and ICICI Lombard General Insurance Company for the period 1.1.2009 to 31.12.2009 is enclosed at **Annexure-II.**

**K. List of State Nodal Offices of ICICI Lombard:**

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

**L. Quality Assurance Committee:**

Quality Assurance Committee (**QAC**) will be formed at State and District levels to objectively and systematically monitor and evaluate family planning

services in accordance with established National Standards on male and female sterilization and Standards established for other contraceptive services under the Family Welfare Programme; resolve identified problems; and pursue opportunities to improve overall quality of services and client care. State Government will ensure that State level and District level Quality Assurance Committees are in position and operational, sending monthly reports on cases of failure of sterilizations and compliance of quality standards in sterilization procedures as per protocol issued by Government of India, etc (**Annexure – IV**).

#### **M. Claim Forms for Family planning Insurance Claim:**

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

#### **N. Application cum Consent form for sterilization operation:**

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

#### **O. Medical Record & Check List for Female / Male Sterilization:**

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

#### **P. Eligibility / Qualification of Doctors conducting Sterilisation procedures:**

##### **1. Female Sterilization:**

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

**OR**

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

##### **2. Male Sterilization:**

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

**Q. Criteria for empanelment/accreditations of the private doctors/health facilities:**

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

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

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

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

**R. Checklist for submission of claims and required documents under FPIS:**

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

**S. Quarterly Report:**

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

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

**ANNEXURE - I**  
**COPY**  
**OF**  
**FAMILY PLANNING**  
**INSURANCE POLICY**  
**01-01-2009**  
**To**  
**31-12-2009**

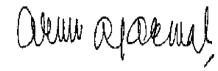
**ICICI Lombard General Insurance Company Ltd**

**PROFESSIONAL INDENTY INSURANCE FOR POLICY FAMILY PLANNING SCHEME**

**Schedule**

<b>Policy Number 4021/0000344/01</b>		<b>Issued At: Mumbai</b>		
Item 1.	Proposer / Insured	:	President of India - Ministry of Health & Family Welfare, Government of India	
Item 2.	Correspondence Address	:	Nirman Bhawan, New Delhi - 110108	
Item 3.	Policy Period (Both days inclusive )	:	From	January 1 <sup>st</sup> , 2009, 00.00 hours
			To	December 31 <sup>st</sup> , 2009, 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 including Defence costs
			Rs. 9,00,00,000 In the aggregate for all claims during Period of Insurance per section	
Rs.18,00,00,000 for aggregate of all claims under all sections during the policy period.				
Item 5.	Territory/ Jurisdiction	:	India	
Item 6.	Premium	:	Rs. 4,38,75,000 + 12% Service tax, 2% Education cess and 1% surcharge Rs. 54,22,951 = Total Rs. 4,92,97,951	
Item 7.	Notice of Claim	:	As per Annexure – A	
<p><b>The stamp duty of Rs. 0.50/- (Fifty paise only) paid in cash or by demand draft or by pay order, vide Receipt/Challan no. 42271 dated 20-NOV-08.</b></p>				

**Signed for and on behalf of the ICICI Lombard General Insurance Company Limited, at New Delhi on this date December 31, 2008**



**Arun Agarwal**  
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 dated December 31, 2008 as stated in the schedule which shall be the basis of contract and deemed to be incorporated herein applied to the ICICI LOMBARD GENERAL INSURANCE COMPANY LIMITED (hereinafter called the COMPANY) for the insurance hereinafter set forth in respect of the persons undergoing sterilization operations and also the doctors/health facilities employed, hired, accredited by Government for conducting such sterilization operations and the insured has paid the premium as consideration for or on account of such indemnity,

## **2. INDEMNITY / BENEFITS:**

The Company undertakes that subject to the terms conditions and exceptions contained herein or endorsed heron the company will indemnify the beneficiaries as per benefits stated herein; 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 following sterilization in hospital or within 7 days from the date of discharge from the hospital, not exceeding the limit of liability stated in the Item 4 Section I A of the schedule
- (B) Indemnity for death following sterilization within 8-30 days from the date of discharge from the hospital not exceeding the limit of liability stated in the Item 4 Section I B of the schedule
- (C) Indemnity for Failure of Sterilization not exceeding the limit of liability stated in the Item 4 Section I C of the schedule
- (D) Cost of treatment up to 60 days arising out of complication from the date of sterilization not exceeding the limit of liability stated in the Item 4 Section ID of the schedule

### Section II

Indemnity for doctor/health facility acting on behalf of insured who becomes legally liable to pay damages to Beneficiary in respect of ERRORS and / or OMISSIONS while conducting sterilization operation. The Company shall be liable to indemnify only if the claims are first made in writing against the insured or its doctor health facility 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 Section II of the schedule and other terms, conditions and exceptions of the policy.

### 3. DEFINITIONS

- A. Policy Period' means the period commencing from the effective date and hour as mentioned in the policy Schedule and terminating at midnight on the expiry date as mentioned in the policy Schedule.
- B. Period of Insurance means the period commencing from the date mentioned in Item 3 of the Schedule and terminating on the expiry date as shown in the Item 3 of the Schedule. Provided that for Failure of sterilization claims, the period commences from the retroactive date i.e. 29th November, 2005 and terminating on the expiry date mentioned 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 or undergone sterilization operation and in the event of his death, the beneficiary shall mean his I her spouse and dependent unmarried children as mentioned in the consent form for enrolment of sterilization operation at hospitals. If such spouse expires before settlement of the claim, then the claim will be paid to the dependent unmarried children and in absence of any such child, the claim will be paid to the legal heir (s) of the deceased acceptor.
- D. 'Hospital / Health facilities' means any institution or health facility (including mobile clinics) established by the Government of India / State Governments or Government, bodies like Municipal Corporation, Panchayat, Union, Primary Health Centers and Government approved or accredited Hospitals / Nursing homes I institution / health facility for performance of sterilization surgeries / procedures.
- E. 'Proposer / Insured' means "The Department of Health and Family Welfare" under the ministry of health & family welfare, Government of India. (For the purpose of Section II of the policy the doctors performing sterilization operations & health facilities shall be deemed to be insured.)
- F. 'Sterilization Operation' means manual and/or mechanical operative procedures and shall include Tubectomy, Vasectomy, Laparoscopy, Minilap, MTP followed by sterilization, Caesarian with tubectomy and other operations followed by sterilization.
- G. 'Failure of Sterilization Operation' in case of female sterilization shall deemed to have occurred when a female conceives and in case of male sterilization shall deemed to have occurred when a motility is noticed in the semen test report after having undergone sterilization operation, provided that no re-canalization operation was carried out..
- H. 'Medical Complication' means any medical complication arising out of sterilization operation as defined in the booklet "Standards for female and male sterilization" issued by Ministry of Health & Family Welfare, Government of India and any subsequent amendments thereof.
- I. Retroactive date means the date when risk with respect to Section I-C (failure of sterilization only), is first incepted i.e. on or after 29th November, 2005 under a claim made policy and thereafter renewed without break in the period of cover.
- J. Insurer/ Company mean ICICI Lombard General Insurance Company Ltd. Re-canalization means manual and/or mechanical operative procedures to reverse the Sterilization Operation



#### **4. EXCLUSIONS**

General Exclusions:

No liability shall attach to the Company in respect of

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

#### **Third Party Public Liability**

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.

Ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

#### **Exclusions under Section I**

Provided that the company shall not be liable under this policy for

- a) 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 person was admitted in the hospital for performance of sterilization operation.
- b) Claims arising due to any reason, other than attributable to sterilization operation.
- c) Any claim 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.
- d) Any death or complication arising due to condition directly or indirectly caused by or associated with HIV/AIDS or any venereal diseases.
- e) All claims directly or indirectly caused by or contributed to by nuclear weapons / materials.
- f) Death or Medical complications whilst the doctor who is operating is under the influence of intoxicating liquor or drugs.
- g) Death or Medical complications resulting directly or indirectly from procedures for medical termination of pregnancy or during childbirth unless followed by sterilization procedure.

## **Exclusions under Section II**

- a) The performance of sterilization operations by any doctor other than those qualified and authorized to do so.
- b) Claims arising out of any procedure carried out under general anesthesia unless performed in a 'Hospital'.
- c) Claims made against the Insured or its accredited doctors for the performance of any surgery other than sterilization operations.
- d) 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 mutant's 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.
- e) This Policy also does not cover liability:
- f) Arising out of deliberate, willful or international non compliance of any statutory provision.
- g) Arising out of loss of pure financial nature such as loss of good will, loss of market etc.
- h) Arising out of all personal injuries such as libel, slander, false arrest, wrongful eviction, wrongful detention, defamation, etc, and mental injury, anguish or shock.
- i) Arising out of fines, penalties, punitive or exemplary damages.
- j) Services rendered by the doctor while in the influence of intoxicants or narcotics or drugs.
- k) In respect of professional services rendered by the doctor prior to the Retroactive Date in the Schedule i.e. 29th November, 2005.
- l) 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.

## **5 GENERAL CONIDITIONS**

### **1. APPLICABLE TO SECTION I and SECTION II**

- a. The company 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.

- b. The indemnity under Section I applies only to claims arising out of death of any person undergoing or having undergone sterilization operation, or complications or failure of sterilization operation leading to child birth or not leading to child birth.
- c. The indemnity under section II applies only to claims caused by or alleged to have been caused by error omission or negligence in sterilization operation conducted by the Government doctor / any private accredited doctor / health facility hired by the government for such operations.
  - i. Provided that in case the claimant has accepted indemnification under Section I of A, B, C & D above, he will have no further claim/s under Section II above.
  - ii. If the person undergoing or undergone sterilization operation dies, during the stay in hospital or within 7 days of discharge from hospital and the death occurs solely and directly following sterilization operation, the insurer shall indemnify the spouse and unmarried dependent children and if they are not alive then to the legal heir as per amount specified in the item 4 Section I A of schedule of the policy.
  - iii. If the person undergoing sterilization operation dies within 8 to 30 days from the date of discharge from the hospital and the death occurs solely and directly following sterilization operation, the insurer shall indemnify the spouse and unmarried dependent children and if they are not alive then to the legal heir as per amount specified in the item 4 Section I B of the schedule
  - iv. If the person undergoing sterilization operation subsequently develops medical complications due to sterilization (certified by the CMO) upto 60 days from the date of sterilization operation, the insurer shall reimburse the cost of treating such medical complication, defined hereunder, as per the limit specified in Item 4 Section I C of the schedule.
- b) If the female conceives (duly certified by the CMO) after having undergone sterilization operation and such pregnancy leads to childbirth or is medically terminated thereby not leading to childbirth, the insurer shall compensate the person having undergone sterilization as per the limit specified in Item 4 Section I D of the schedule.
- c) In case of male undergone sterilization operation and a motility is noticed in the semen test report after 3 months of sterilization operation, the insurer shall compensate the person having undergone sterilization as per the limit specified in Item 4 Section I D of the schedule.
- d) 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 specified in the Schedule i.e. 29th November, 2005.
- e) Company shall not be liable under this policy for compensation under more than one Section in respect of the same eventuality except under section 4 (IC) & 4 (ID).

## **2. Defence Costs**

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

## **3. Notification extension clause**

Should the Insured notify the Company during the policy period in accordance with General Condition No. 5.1 of any specific event or circumstance which the Company accepts may give rise to a claim or claims which form the subject of indemnity by this policy, then the acceptance of such notification means that the Company will deal with such claim or claims as if they had been made against the Insured during the policy period. The extension under the Clause will be subject to the maximum time limit laid down under the Indian Limitation Act in force from time to time.

## **4. Extended claim reporting clause**

- 1) In the event of non renewal or cancellation of this Policy by the Company, the Company will allow a time limit not exceeding 180 days from the date of expiry or cancellation of the policy, for notification of claims for eventualities which hand taken place during the period of insurance but could not be made during the policy 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.
- 2) All claims arising under Section I-C (due to failure of sterilization) shall be accepted from retroactive date i.e. 29th 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 this policy, the failure declared after expiry shall be accepted till 180 days thereafter, provided, no insurance is in force during this extended reporting period for the same interest and shall be handled as if, they were made on the last day of the expiring policy period and are subject to the limits of indemnity and the terms, conditions and exceptions of the policy.

## **5. 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.

## **6. Claims reporting**

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

## **7. Other Conditions**

- 1 No admission, offer, promise or payment shall be made or given by or on behalf of the Insured without the written consent of the Company.
- 2 The Insurer would take over and conduct in the name of the insured, the defence of any claims under Section II and will have full right in the conduct of any proceedings and in the settlement of any claim and having taken over the defence of any claim may relinquish the same. All amounts expended by the Company in the defense, settlement or payment of any claim will reduce the limits of indemnity specified in the Schedule of the Policy. In the event that the company in its sole discretion chooses to exercise its right pursuant to this condition, no action taken by the Company in the exercise of such right will serve to modify or expand in any manner, the company's liability or obligations under this policy beyond what the Company's liability or obligations would have been, had it not exercised its right under this condition.
- 3 The Insured shall give all such information and assistance as the Company may reasonably require.
- 4 The insured shall give notice as soon as reasonably practicable of any fact, event or circumstance which materially change the information supplied to the Company at the time when this policy was effected and the Company may amend the terms of this policy.
- 5 The policy and the schedule shall be read together as one contract and any word or expression to which a specific meaning had been attached in any part of this policy or the Schedule shall bear such specific meaning, wherever, it may appear. The terms and exclusions of this policy (and any phrase or word contained therein) shall be interpreted in accordance with the Indian Law.
- 6 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 Company shall not be liable to pay or contribute more than its rate able proportion of such liability.
- 7 This policy may be cancelled by the insured by giving thirty day's notice in writing to the company in which event the company will retain premium at short period scale provided there is no claim under the policy during the period of insurance. In case of any claim under the policy, no refund of premium shall be allowed.
- 8 The Company may at any time cancel the policy by giving 30 days notice to the insured and in such event the company shall refund to the insured a pro-rata premium for unexplored period of Insurance. The company shall, however, remain liable for any claim that arose prior to the date of cancellation.

- 9 It is also hereby further expressly agreed and declared that if the company 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.
- 10 The company shall not be liable to make any payment under this Policy in respect of any claim, if, such claim shall be in any manner fraudulent or supported by any statement or device whether by insured / beneficiary or any other person on their behalf and/or if the insurance has been continued in consequence of any material mis-statement or the non-disclosure of any material information by or on behalf of, the Insured.
- 11 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 Company 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.
- 12 All the certificates / reports shall be examined and attested by the CMO/CDMO/CHMO/CDHMO/DMO/DHO/ Joint Director designated for this purpose at district level by the Government through Director of Family Welfare.
- 13 Every notice or communication to be given or made under this policy shall be delivered in writing.
- 14 No compensation payable under this policy shall carry any "interest" and the claims shall be payable in Indian currency only.
- 15 The premium mentioned in the schedule of the policy being provisional and having been calculated at Rs. 9.75/-per case (without service tax) for an estimated number of 45, 00,000 cases (provisional), the insured undertakes to furnish declaration at the end of the policy period of the total "sterilization" operations performed in the "hospital" as defined hereunder and under takes to pay any further amount the company may demand based on the actual total number of sterilization operations performed during the period of Insurance mentioned in the schedule hereto. Similarly, in case the total sterilization, operations are less than the cases mentioned in the schedule, the insurer shall refund the premium proportionately.
- 16 The claims experience under the policy shall be reviewed every year and policy shall be renewed with mutual consent.
- 17 The claims settlement will be decentralized at States level and the nominated State coordinators of the insurer will integrate with existing state level machinery of the State Health Department.
- 18 The Geographical Limit of the policy is within India only.

19 Grievance Redressal Procedure:

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.

20. Defence costs Sub limit Endorsement:

It is understood and agreed that under Section II – Professional Indemnity coverage, the defence costs shall be sub limited to Rs. 5, 000 per incidence in the event of emergency however, in case of the defence costs exceeding the said amount the written approval of insurer is required. In any case the maximum liability of the insurer under the policy shall not exceed the limit of liability as mentioned in the policy schedule.

# ANNEXURE - II

COPY

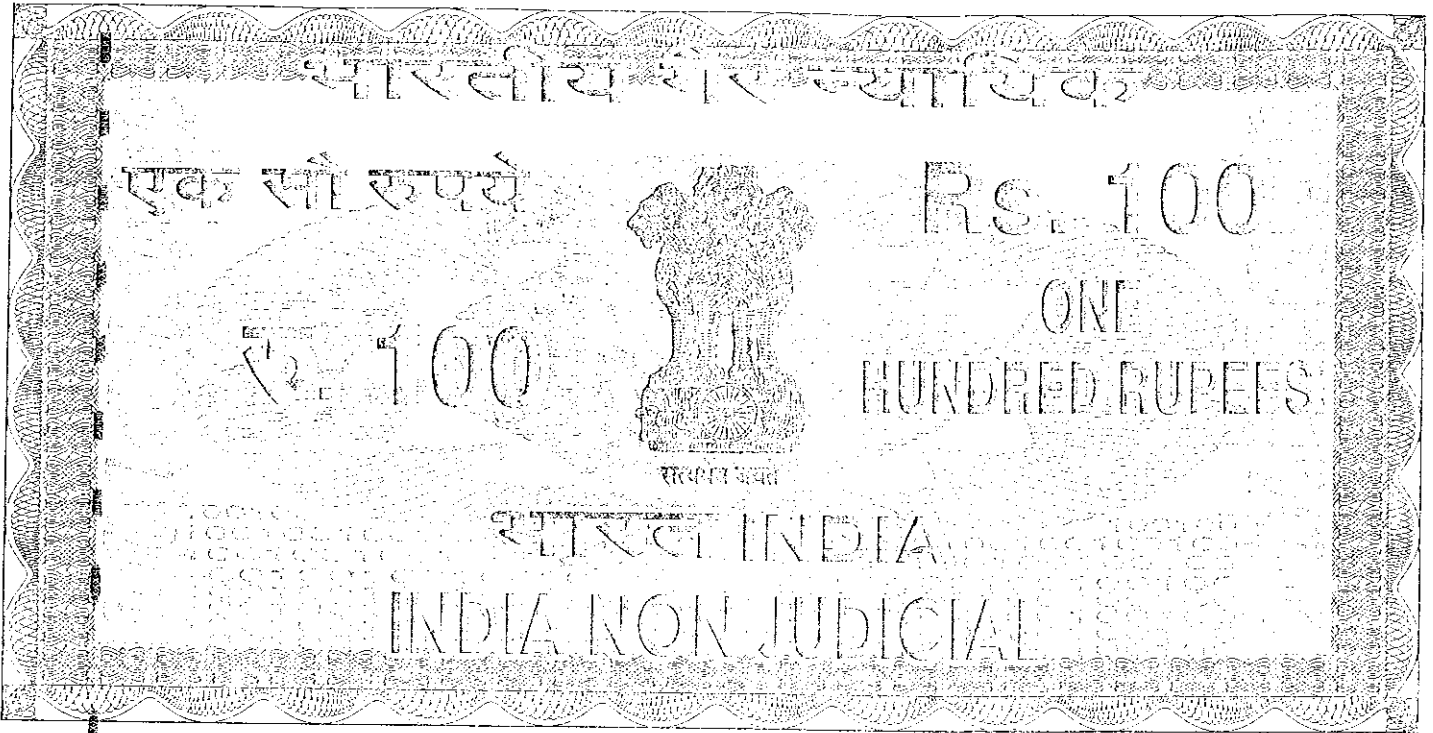
OF

MOU

BETWEEN

GOI & ICICI





दिल्ली DELHI

G 121556

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

This memorandum of understanding is executed on day of 31<sup>st</sup> December, 2008

**Between**

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

**And**

ICICI Lombard General Insurance Company Limited having its registered office at ICICI Bank Towers, Bandra Kurla Complex, Mumbai - 400 051, Maharashtra, India.

(hereinafter called the Insurer)

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

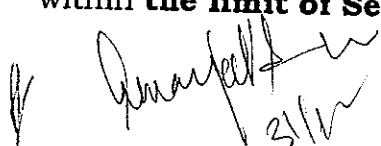
1. A Master Policy **known as Family Planning Insurance Scheme** issued to the insured covering acceptors of sterilization operations conducted in government and other private accredited facilities by the State/UT Governments all over India and indemnity cover for doctors/health facilities carrying out the sterilization activities by the Indian citizens in India.

*[Handwritten signature]*  
3/11/08

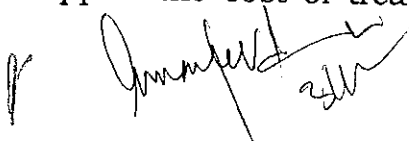
2. The period of this insurance agreement will be for **three years from 1<sup>st</sup>, January, 2009**, subject to renewal on yearly basis based on parameters fixed by the Central Government for renewal.
3. This policy is a renewal to the expiring policy and shall remain in operation **from 00.00 hours of 1<sup>st</sup> January, 2009 to 31<sup>st</sup> December 2009**.
4. This policy shall provide the following benefits to the members of the insured:

Section	Coverage	Limits
IA	Death <b>following</b> sterilization in hospital or within 7 days from the date of discharge from the hospital.	<b>Rs. 2 lakh.</b>
IB	Death <b>following</b> sterilization within 8 - 30 days from the date of discharge from the hospital.	<b>Rs. 50,000/-.</b>
IC	Failure of Sterilization	<b>Rs 30,000/-.</b>
ID	Cost of treatment <b>in hospital and upto 60 days</b> arising out of complication from the date of discharge.	<b>Actual not exceeding Rs 25,000/-.</b>
II	Indemnity Insurance per Doctor/Facility but not more then 4 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.		

5. The premium shall be paid by Government of India before the commencement of the policy and will be based on the estimated number of **45 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.
6. **All persons undergoing sterilization operations** are covered under Section- I- A, I- B, I- C and I- D of the policy.
7. **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 and conducting such operations shall stand indemnified against the claims arising on them out of failure of sterilization, death or medical complication resulting there from upto a maximum amount of Rs. 2 lakh per case, maximum upto 4 cases per doctor/health facility per year. The cover would also include the legal costs and actual modality of defending the prosecuted doctor/health facility in Court, which would be borne by the Insurance Company with certain limits within **the limit of Section II.**

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8. 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.
9. For the purpose of verification and medical evaluation of the claim lodged by the beneficiary, the State/UT Governments has formed / shall form a 'Quality Assurance Committee' (QAC) and for all purpose the authority shall be with CMO/CDMO/CHMO/CDHMO/DMO/DHO/Joint Director designated for this purpose at district level.
10. **Duly completed claim form cum medical certificate** shall be the basis of lodging claims under Section-I of the policy. The claim form cum medical certificate shall be duly completed in all respects by the beneficiary and shall be authenticated by the CMO/CDMO/CHMO/CDHMO/DMO/DHO/ Joint Director designated for this purpose at district level.
11. **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 CMO/ CDMO/ CHMO/ CDHMO/ DMO/DHO / Joint Director designated for this purpose at district level. This will be sent to the State nominated office of the insurer along with the **required documents** as specified at **Sr. No. 25 (i), (ii) and (iii)**, as soon as possible preferably **within 90 days from the date** of detection of the cause.
12. **In case of claims for death** of the acceptor following sterilization operation, copy of death certificate issued by hospital / municipality or any other authority designated duly attested by the CMO/CDMO/CHMO/CDHMO/ DMO/DHO/ Joint Director designated for this purpose at district level shall be required.
13. In the event of death as per **4 (IA)** above, the Rogi kalayan Samities (RKSs) at district level would be paying Rs. 50,000/- as an ex gratia to the first kin of the deceased if, death of the acceptor has taken place following sterilization during hospitalization or within the 7 days of the discharge from the hospital. This ex gratia amount would be reimbursed to RKSs while settling the claim and rest amount shall be paid to other eligible dependents by the insurer as per procedures laid down in the manual subject to admissibility of the claim under insurance scheme.
14. **For claims arising due to medical complications** following sterilization operation, the CMO/CDMO/CHMO/CDHMO/DMO/DHO/Joint Director designated for this purpose at district level shall certify the cost of treatment of such complications incurred by the beneficiary and or hospital. Relevant bills/cash memos, prescriptions and diagnostic reports in originals, shall support the cost of treatment. Any expenses incurred by the government



hospital for the treatment of the said complication in addition to the expenses incurred by the beneficiary, shall also be reimbursed to the District Rogi Kalyan Samiti (RKS) subject to the limits mentioned in the policy for such cases. District authority designated for this purpose at district level shall clearly indicate the bifurcation of the reimbursement to beneficiary and RKS on the claim cum medical certificate.

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

**A.** In case of tubectomy:

- 1) Urine test report,
- 2) MTP report,
- 3) Per abdominal diagnosis,
- 4) USG report or
- 5) In extreme cases birth certificate in case of full term pregnancy

**B.** In case of vasectomy

- 1) Semen test report

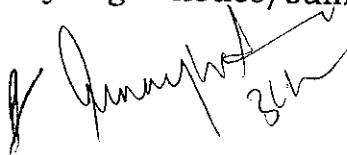
**NOTE:** Any one of the above document for failure of sterilization would be sufficient for processing the claim under this section.

**16. All claims arising under Section I-C** (due to failure of sterilization) 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 break or cancellation of the policy, the claims of failure of sterilization detected upto 180 days after the expiry of the policy shall be accepted.

**17. The claims processing under Section-I** shall be decentralized at State level and nominated representative of the insurer will integrate with existing State and district level machinery of the insured. The claim settlement/issue of cheques shall be done from the office of the insurer based at Delhi.

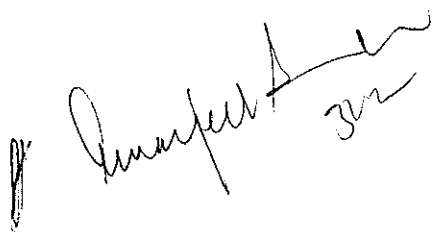
**18. Stipulated time limit for settlement of claims** under Section-I of the policy would be 15 working days in case of death and 21 days in case of others, after submission of all required documents.

**19. 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 **ICICI Lombard General Insurance Co. Ltd., 5<sup>th</sup> Floor, Birla Towers, 25, Barakhamba Road, New Delhi 110 001.** Thereafter, the Insurance Company would take over entire defense process of the case, including engagement of advocate and payment of legal expenses. However, insurer shall not be liable to pay more than the amount mentioned in the Section - II in any case, under all heads.

- 20. On receiving the documents in original under Section -II** as mentioned against **S.No.25 (IV)**, the Insurance Company will exercises its right and the doctor/ Facilities, who has been made party to the case, shall co-operate with the insurer and assist in arranging proper defense of the case. In emergent circumstances the defense costs incurred by the doctor/ facility shall be reimbursable, in prior consultation with the insurer, subject to the limits mentioned in the policy. In such cases the insurer shall be kept abreast of all the developments of the case by the concerned Doctor/Health facility.
- 21. In case of any claim is found untenable**, the insurer shall communicate reasons to the Designated Authority of the State, CMO/CDHMO/CDMO/CHMO/DMO/DMO designated for this purpose at district level with a copy to the beneficiary. Such claims shall be reviewed by the Central/State Committee on monthly/quarterly basis.
- 22.** Any claim received under Section-I of this policy shall not prejudice other claims under other policies in respect of the same person.
- 23. The claim under Section 1C (failure of sterilization) & 1D** (complications arising out of sterilization) shall be paid by the insurer in the name of beneficiary. However, **claims under Section 1A** (Death following sterilization in hospital or within 7 days from the date of discharge from the hospital) and **under Section 1B** (Death following sterilization within 8-30 days from the date of discharge from the hospital) shall be paid equally in favour of the spouse and unmarried dependent children whose names are appearing in the consent form / claim form. In case of no spouse, the payment shall be made to the unmarried dependent children. Insurer will first reimburse Rs 50,000/- to RKS of the district, in case this amount is paid by RKS as ex-gratia and the balance amount will be paid to other eligible members of the deceased.
- 24. If dependent children are minor**, the payment shall be made by the insurer in the name of minor children. The cheques in this case would be issued by the insurer in the name of minor beneficiary with the following endorsement (overleaf);
- "Amount to be deposited as FDR in the name of minor Sh /Ku ..... till the minor attains the maturity. No premature payment of FDR is allowed. Quarterly interest may be paid to the guardian".**



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

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

## **25. Requirement of documents for claims under the scheme:**

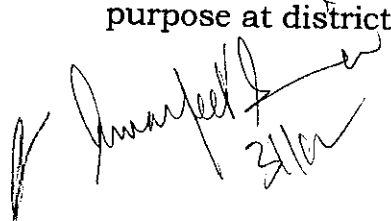
Based on the following documents, claims shall be processed by the insurer under different section of the scheme:

### **i. Death following sterilization:**

- a) Claim form cum medical certificate in original duly signed and stamped by the CMO/CDMO/CHMO/CDHMO/DMO/ Joint Director designated for this purpose at district level.
- b) Copy of consent form duly attested by CMO/ CDMO/ CHMO/ CDHMO / DMO/DHO/ Joint Director designated for this purpose at district level.
- c) Copy of Sterilization certificate duly attested by CMO/ CDMO/ CHMO/ CDHMO / DMO/DHO/ Joint Director designated for this purpose at district level.
- d) Copy of Death certificate issued by Hospital/Municipality or authority designated duly attested by the CMO/ CDMO/ CHMO/ CDHMO/ DMO/DHO/ Joint Director designated for this purpose at district level.

### **ii. Failure of sterilization:**

- a) Claim form cum medical certificate in original duly signed and stamped by the CMO/CDMO/CHMO/DMO/DHO/ Joint Director designated for this purpose at district level.
- b) Copy of consent form duly attested by CMO/ CDMO/ CHMO/ CDHMO / DMO /DHO / Joint Director designated for this purpose at district level.
- c) Copy of Sterilization certificate duly attested by CMO/ CDMO/ CHMO/ CDHMO/ DMO/DHO/ Joint Director designated for this purpose at district level.



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- d) Copy of any of the following diagnostic reports confirming failure of sterilization duly attested by CMO/CDMO/CHMO/ CDHMO / DMO/DHO/ Joint Director designated for this purpose at district level:

**A. In case of tubectomy these reports may be:**

1. Urine test report
2. MTP report
3. per abdominal diagnosis
4. USG report or
5. In extreme cases birth certificate in case of full term pregnancy

**B. In case of vasectomy**

- 1 Semen test report

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

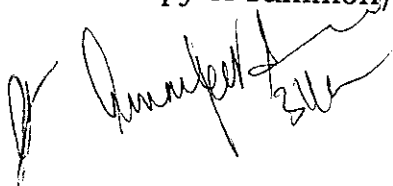
**iii. Complication arising due to sterilization:**

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

**NOTE: NO FURTHER DOCUMENT WOULD BE ASKED BY THE INSURER UNDER 25 (i, ii, iii) ABOVE.**

**iv. Claims under indemnity cover:**

1. Intimation in writing
2. Copy of summon/FIR



3. Copy of sterilization certificate
  4. Copy of consent form
  5. Certificate from CMO/ CDMO/ CHMO/ CDHMO/ DMO/ DMO /Joint Director designated for this purpose at district level confirming that the sterilization operation was conducted by the doctor etc.
  6. Any other document required by the insurer required related to the sterilization procedure for contesting the case on behalf of doctor/health facility.
26. The insurance policy will lay down the terms and conditions, exclusions as well as the premium chargeable in conformity to the scheme.
27. **Parameters for review the scheme** every year for imposing penalty and further renewing the policy based on three years agreement:

1. Time taken for settlement of claims shall be evaluated as under:

**A. Death claims**

- Upto 15 days : 50% settlement
- 16 to 21 days : 50% settlement

**B. Others**

- Upto 21 days : 20% settlement
- 22- 30 days : 40% settlement
- 31 to 60 days : 20% settlement
- 61-90 days : 10%, settlement
- Above 90 days : 10%. settlement

2. Publicity and awareness shall be evaluated as under:

**Completion of wall paintings:**

- a) Up to 60 days : 20% wall paintings
- b) 61- 90-days : 30%, wall paintings
- c) Within 120 days : 30%, wall paintings

3. No of camps organized for settlement of claims for pendency beyond 60 days.
4. Visits made to districts for clearance of claims (more than 5 claims are pending).
5. No of meetings held with state nodal coordinators in each state with state officials.
6. Other efforts made by the company for smooth functioning of the

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scheme.

7. Not responding to the communications received from Central/ state Government and beneficiaries.

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

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

and / or

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

29. **Grievance Redressal Procedure:**

A. In the event of breach of terms/Conditions of the policy, except for reasons beyond its control, the insurer shall be liable for a suitable and reasonable penalty as may be decided by the Joint Secretary, Ministry of Health & Family Welfare, Government of India. However, adequate opportunities shall be given to the insurer to explain the reasons which will be given due consideration to before imposition of the same.

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

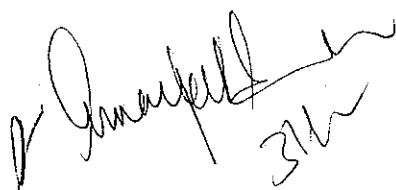
30. **Monitoring of the scheme:**

The scheme will be monitored by Central and State monitoring committees on monthly / quarterly basis:

a) State Monitoring Committee shall conduct monthly/quarterly review of all pending matters including pending claims. State Secretary of Health & Family Welfare shall head this committee which will be represented by the State Nodal officer of the State Govt, Insurer etc.

b) The State Nodal officer of state government will review pending claims on monthly basis.

c) The Central Monitoring Committee shall conduct monthly/quarterly review of all matters including pending claims. Joint Secretary, MOH&FW, GOI shall head this Committee which will be represented by the State Nodal officers from State Government, Insurer etc.

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- d) Insurer will provide the state wise district wise claim statement to Central and State Government on fortnightly basis on 7<sup>th</sup> and 21<sup>st</sup> of the following fortnight on a prescribed format.
- e) The Central Committee will examine all repudiated claim and to direct the Insurer to pay the claims falling under the terms of the policy. The Insurer further agrees to provide access to the Central Committee their records for this purpose.

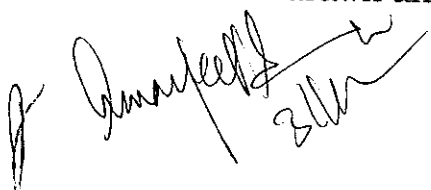
**31. Mechanism for Awareness generation:**

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 agreed by the respective states. 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 cum medical certificates 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 the States for the district officials and other stake holders in consultation with State.
- e) Insurer will give the wide publicity within a period of two month through two national newspapers at central level and one newspaper in local language, which is widely circulated in the respective States on half yearly basis.
- f) Will hold claim clearance camps at state level.
- g) Brochure pamphlets shall be distributed.

**32. Role of the State Coordinators of Insurer:**

- a) Organize orientation program at State level for district officials & the State officials as well as other Government authorities in the Family Planning Insurance Scheme.
- b) To collect the list of hospitals (district -wise) from the State officials to get the walls painted of the hospitals with the details of the scheme approved by GOI.
- c) To liaison with State Coordinator appointed by the state government and hold monthly meeting in the 2<sup>nd</sup> week of the month. The minutes of the same shall be drawn and will be sent to state and central Government.



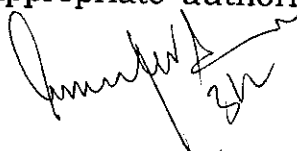
- d) To participate in review meeting at State level on monthly/quarterly basis.
- e) Processing of claims:
- 1) On receiving the claim papers, process the claim & issue the cheque with in 21 days ( for failure & complication) & in case of a death claim, to process & issue the cheque within 15 days
  - 2) In case the documents are incomplete, inform in writing, the specific deficiency, to the CMO/CDMO/CHMO/CDHMO/DMO/ DHO/ Joint Director designated for this purpose at district level within 5 working days from the day of receiving the claim papers. If the desired documents / information do not reach even then, to send the first reminder within 15 days from the day the first letter was sent. Telephonic reminder for relevant document thereafter.
  - 3) If no response is received from CMO/CDMO/ CHMO/ CDHMO/ DMO/ DMO/Joint Director designated for this purpose at district level, inform the State Nodal Officer of the state for necessary follow up. Copy of all correspondence may also be sent to state coordinator.
  - 4) If more than 5 claims are pending from any of the district, visit the respective CMO for getting necessary compliance.
  - 5) If pendency of claims are more than 60 days. A deficiency clearance camp may be organized at state level with the help of State Officials.
  - 6) Such matters may also be brought to the knowledge of State officials during monthly review meetings.

### 33. Standardization of formats:

Standard format as prescribed by the Government of India shall be used for the purpose of settlement of claim by the insurance company.

### 34. 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 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.

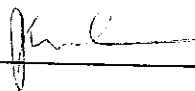
**35. The Precedence of MoU**

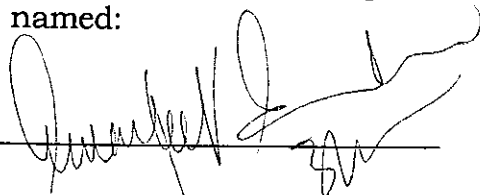
The MOU has precedence over other statements.

**36. Modification of MoU**

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

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

  
\_\_\_\_\_

  
\_\_\_\_\_

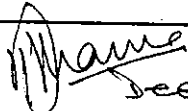
ICICI Lombard General Insurance  
Company Limited.

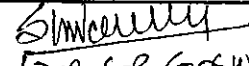
Ministry of Health and Family Welfare,  
Government of India.

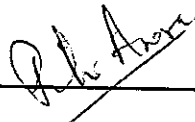
Duly authorized


ICICI Lombard General Insurance  
Company Limited

For and on behalf of The President of India

(1) Witness:   
Signature: Deepak Kharve

(1) Witness:   
Signature: (DR. SR. GOSWAMY)

(2) Witness:   
Signature: P. K. Bali

(2) Witness:   
Signature: P. K. Bali

# ANNEXURE - III

LIST

OF

STATE NODAL OFFICES

OF

ICICI LOMBARD

## List of State Nodal Offices of ICICI Lombard

### Contact Persons at State Level

Sl. No	State	1st Level	Phone no.	2nd Level	Phone no.	Address
1	Andhra Pradesh	Archana Reddy	09885438485	Saleem Mohammed	09985017867	Osman Plaza,6-3-352/1, 3rd Floor,Road No.1, Banjara Hills, Hydreabad
2	Arunachal Pradesh	Aparajit Bhuyan	09706010449	Dhiman Sarkar	09704010446	4th Floor,Mayur Garden, ABC Bus Stop, GS Road, Guwahati
3	Assam	Ripa Neog	09706010458	Dhiman Sarkar	09704010446	4th Floor,Mayur Garden, ABC Bus Stop, GS Road, Guwahati
4	Bihar	Rajeev Pandey	09934589956	Syed Rizvi	09934333179	UMA complex, 2nd floor, Frazer Road, Patna.
5	Chattisgarh	Rochelle Rodrigues	09962195500	Umakant Palnati	09752095212	Unit no. 305-306, Laiganga, Shopping Mall, G.E.Road, Raipur
6	Chandigarh	Aman Manchanda	09915018432	Pankaj Katoch		1st Floor, SCO 24 – 25, Sec – 8C, Madhya Marg, Chandigarh – 160 017
7	Daman	Hitesh K	09909975056	Palak Desai	09909022835	Zodiac Square, 3rd Floor, Opp. Gurudwara, Bodakdev, S.G. Road Ahmedabad - 380 054
8	Delhi	Ritu Arora	09999888763	Manish B	09930059946	Birla Towers, 5th Floor, 25 Barakhamba Road, New Delhi - 110 001
9	Goa	Kailsah Shelke	09920740145	Sachin Kopre		Zenith House, Keshavrao Khade Marg, Mahalaxmi, Mumbai - 400 034
10	Gujarat	Hitesh K	09909975056	Palak Desai	09909022835	Zodiac Square, 3rd Floor, Opp. Gurudwara, Bodakdev, S.G. Road Ahmedabad - 380 054
11	Haryana	Aman Manchanda	09915018432	Pankaj Katoch		1st Floor, SCO 24 – 25, Sec – 8C, Madhya Marg, Chandigarh – 160 017
12	Himanchal Pradesh	Samuel Thomas	09816647379	Pankaj Katoch		C/o ICICI Bank Retail Asset Division, Moon International Complex, Chhota Simla, Shimla [H.P.] 171 002

13	Jammu & Kashmir	Azhar mirza	09906079807	Manish B	09930059946	Abi Guzar, Lal Chowk, Srinagar [J & K]– 190 001
14	Jharkhand	Probir Mukherjee	09931511966	Abhra M	09874249196	2nd , floor, Ashirwad Mansion , Plot No 1794, Main Road, Opp Tirath Apartment, Ranchi - 834001.
15	Karnataka	Prem Kumar	09886638413	Arun SV	09886648961	2nd Floor, S V R Complex, 89, Hosur Main RoadMadivala, Koramangala Bangalore – 560 068
16	Kerala	George Joseph	09846941132	Sateeshan		Kannankeri Estate, 3rd & 5th Floor, Shanmugham Road, Marine Drive, Cochin - 682031
17	Madhya Pradesh	Surjeet Solanki	09752095034	Umakant Palnati	09752095212	Alankar Palace, 2nd floor, Commercial Complex, Plot no. 11, M.P. Nagar,Zone II, Bhopal.
18	Maharashtra	Kailsah Shelke	09920740145	Sachin Kopre		Zenith House, Keshavrao Khade Marg, Mahalaxmi, Mumbai 400 034
19	Manipur	Aparajit Bhuyan	09706010449	Dhiman Sarkar	09704010446	4th Floor,Mayur Garden, ABC Bus Stop, GS Road, Guwahati
20	Megalaya	Aparajit Bhuyan	09706010458	Dhiman Sarkar	09937020277	4th Floor,Mayur Garden, ABC Bus Stop, GS Road, Guwahati
21	Mizoram	Aparajit Bhuyan	09706010449	Dhiman Sarkar	09704010446	4th Floor,Mayur Garden, ABC Bus Stop, GS Road, Guwahati
22	Nagaland	Aparajit Bhuyan	09706010449	Dhiman Sarkar	09704010446	4th Floor,Mayur Garden, ABC Bus Stop, GS Road, Guwahati
23	Orrisa	Manbendra Saranagi	09937003100	Nigam Nanda	09937020277	Epari Plaza, 2nd Floor, Plot No C/653, Janpath, Unit 3, Bhubaneshwar- 751001
24	Pondicherry	Srinivas vermuri	09884054499	aslam N	09884042735	Ground and Mezannine floor,Shop No.4,17 Aarti Chambers,189 Anna Salai, CHENNAI - 600 006
25	Punjab	Aman Manchanda	09915018432	Pankaj Katoch		1st Floor, SCO 24 – 25, Sec – 8C, Madhya Marg, Chandigarh - 160 017
26	Rajasthan	Dr. Mukesh Ranwan	09982241817	Manish B	09930059946	3rd floor, Basant Bahar Colony, Gopal pura Flyover, Tonk Road, Jaipur – 302018

27	Sikkim	Aparajit Bhuyan	09706010449	Dhiman Sarkar	09704010446	4th Floor, Mayur Garden, ABC Bus Stop, GS Road, Guwahati
28	Tamil Nadu	Srinivas vermuri	09884054499	Kumar Trivedi	09884067217	Ground and Mezannine floor, Shop No.4, 17 Aarti Chambers, 189 Anna Salai, CHENNAI - 600 006
29	Tripura	Aparajit Bhuyan	09706010449	Dhiman Sarkar	09704010446	4th Floor, Mayur Garden, ABC Bus Stop, GS Road, Guwahati
30	Uttar Pradesh	Surendra	09838005173	Niloutpal Bora		Satya Business Park, 2nd Floor, 43/15KA, Nawal Kishore Road, Hazratganj, Lucknow
31	Uttaranchal	Shikha Malhotra	09719003076	Niloutpal Bora		2nd floor, Municipal No. 447, Rajpura Road, Dehradun
32	West Bengal	Suvojit roy	09836269749	Abhra M	09874249196	4th, 7th & 8th Floor Floor, Apeejay House, 15 Park Street, Kolkata - 700 016

### Contact Person for Indemnity Policy and other related matters

NEW DELHI	Deepak Khanna 09953557578 deepak.khanna@icilombard.com	Ritu Arora 09999888763 ritu.arora@icilombard.com	Birla Towers, 5th Floor, 25 Barakhamba Road, New Delhi 110 001
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# ANNEXURE - IV

QUALITY

ASSURANCE

COMMITTEE

## **QUALITY ASSURANCE COMMITTEE**

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

### **AT STATE LEVEL:**

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

### **Terms of Reference for Committee:**

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

### **AT DISTRICT LEVEL:**

- District Collector, Chairperson.
- Chief Medical Officer /District Health Officer (convener)
- One Empanelled Gynaecologist
- One Empanelled Vasectomy Surgeon
- One Anesthetist
- District Family Welfare Officer / RCHO
- One representative from Nursing cadre
- Any other as determined by the Department of Family Welfare
- One representative from the legal cell

### **Terms of Reference of the committee:**

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

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

**ANNEXURE - V**

**CLAIM FORM**

**FOR**

**FAMILY PLANNING**

**INSURANCE SCHEME**

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**THE ICICI LOMBARD GENERAL INSURANCE COMPANY LTD**

**CLAIM FORM FOR FAMILY PLANNING INSURANCE SCHEME**

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

**Claim no. (To be allotted by Insurer):** \_\_\_\_\_ **Policy no.** \_\_\_\_\_

**1. Details of the Claimant:**

Name in full: \_\_\_\_\_ Present Age: \_\_\_\_\_ Years

Relationship with the acceptor of Sterilization: \_\_\_\_\_

Residential Address: \_\_\_\_\_

\_\_\_\_\_ Telephone no. \_\_\_\_\_

**2. Details of the person undergone sterilization operation:**

Name in Full: \_\_\_\_\_ Age: \_\_\_\_\_ Years,

Son / Daughter of: \_\_\_\_\_

Name of the Spouse: \_\_\_\_\_ Age of the Spouse: \_\_\_\_\_ Years,

Address: \_\_\_\_\_

**3. Permanent Business or Occupation:** \_\_\_\_\_

**4. Details of Dependent children:**

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

**5. (a) Date of Sterilization Operation:** \_\_\_\_\_

**(b) Nature of Sterilization operation:**

**(i) Tubectomy:** \_\_\_\_\_

**(ii) Vasectomy:** \_\_\_\_\_

**(iii) Laparoscopy:** \_\_\_\_\_

- (iv) MTP followed by sterilization: \_\_\_\_\_  
(iv) Caesarian operation followed by Sterilization: \_\_\_\_\_  
(v) Any other surgery followed by sterilization: \_\_\_\_\_

6. (a) Name, address and qualification of the doctor who conducted the operation: \_\_\_\_\_

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

**(c) Nature of claim:**

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

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

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

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

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

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

**Date:** \_\_\_\_\_ **Name of Acceptor/Claimant:** \_\_\_\_\_

**Place:** \_\_\_\_\_ **Signature (in full) or thumb impression**

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

It is certified that Smt/Shri. \_\_\_\_\_ S/o / W/o:  
\_\_\_\_\_ r/o \_\_\_\_\_  
\_\_\_\_\_ had undergone  
sterilization operation on \_\_\_\_\_ at hospital \_\_\_\_\_ and  
conducted by Dr. \_\_\_\_\_ Qualifications \_\_\_\_\_

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

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

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

**Documents enclosed:**

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

**Date:**

**Seal:**

State Coordinating office address of the Insurer:

**ANNEXURE - VI & VII**

**APPLICATION**

**CUM**

**CONSENT FORM**

**FOR**

**STERILIZATION OPERATION**

**&**

**MEDICAL RECORDS**

**& CHECK LIST**

**FOR FEMALE / MALE**

**STERILIZATION**



**APPLICATION CUM CONSENT FORM FOR STERILISATION  
OPERATION**

**Name of Health Facility:** .....

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

**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 of beneficiary:** Shri.....

**Address:** .....

**5. Religion/Nationality:** .....

**6. Educational Qualifications:** .....

**7. Business/Occupation:** .....

**8. Operating Centre:** .....

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

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

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

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

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

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

**I have read the above information.**

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

**Date:** .....

**Signature or Thumb Impression of the Acceptor**

**Name of acceptor:** .....

**Signature of Witness:**

**Full Name:** .....

**Signature of witness:** .....

**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:** .....

**Date:** .....

**I certify that I have satisfied myself that -**

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

Signature of Operating Doctor  
**Date:** .....

Signature of Medical Officer in-charge of the Facility  
**Date:** .....

**(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**

**Date:** .....

**Name and full Address:** .....

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

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

(TO BE FILLED BEFORE COMMENCING THE OPERATION)

**NAME OF HEALTH FACILITY:** .....

**BENEFICIARY REGISTRATION NUMBER:** ..... **DATE:** .....

**A. ELIGIBILITY**

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

**B. MEDICAL HISTORY**

	Recent medical Illness	Yes.....	No.....
	Previous Surgery	Yes.....	No.....
	Allergies to medication	Yes.....	No.....
	Bleeding Disorder	Yes.....	No.....
	Anemia	Yes.....	No.....
	Diabetes	Yes.....	No.....

<input type="checkbox"/>	Jaundice or liver disorder	Yes.....	No.....
<input type="checkbox"/>	RTI/STI/PID	Yes.....	No.....
<input type="checkbox"/>	Convulsive disorder	Yes.....	No.....
<input type="checkbox"/>	Tuberculosis	Yes.....	No.....
<input type="checkbox"/>	Malaria	Yes.....	No.....
<input type="checkbox"/>	Asthma	Yes.....	No.....
<input type="checkbox"/>	Heart Disease	Yes.....	No.....
<input type="checkbox"/>	Hypertension	Yes.....	No.....
<input type="checkbox"/>	Mental Illness	Yes.....	No.....
<input type="checkbox"/>	Sexual Problems	Yes.....	No.....
<input type="checkbox"/>	Prostatitis	Yes.....	No.....
<input type="checkbox"/>	Epididymitis	Yes.....	No.....
<input type="checkbox"/>	H/O Blood Transfusion	Yes.....	No.....
<input type="checkbox"/>	Gynecological problems	Yes.....	No.....
<input type="checkbox"/>	Currently on medication (if yes specify)	Yes.....	No.....
<input type="checkbox"/>	LMP	Date:	

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

**C. PHYSICAL EXAMINATION**

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

<input type="checkbox"/>	Lungs	Normal.....	Abnormal.....
<input type="checkbox"/>	Heart	Normal.....	Abnormal.....
<input type="checkbox"/>	Abdomen	Normal.....	Abnormal.....

**D. LOCAL EXAMINATION**

**1. MALE STERILIZATION**

<input type="checkbox"/>	Skin of Scrotum	Normal.....	Abnormal.....
<input type="checkbox"/>	Testis	Normal.....	Abnormal.....
<input type="checkbox"/>	Epididymis	Normal.....	Abnormal.....
<input type="checkbox"/>	Hydrocele	Yes.....	No.....
<input type="checkbox"/>	Varicocele	Yes.....	No.....
<input type="checkbox"/>	Hernia	Yes.....	No.....
<input type="checkbox"/>	Vas Deferens	Normal.....	Abnormal.....
<input type="checkbox"/>	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.....  
 .....  
 .....

**E. LABORATORY INVESTIGATIONS**

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

Name:

Signature of the Examining Doctor

**HOSPITAL SEAL**

**Date:**

**ANNEXURE - VIII**

**CRITERIA**

**FOR**

**EMPANELMENT**

**OF A DOCTOR /**

**ACCREDITATION**

**OF A HEALTH FACILITY**

**FOR**

**STERILIZATION**

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

**I. PERSONNEL REQUIREMENT:**

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

**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> <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</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 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</li> </ul>



		<p>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.</p> <ul style="list-style-type: none"> <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>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.</p> <ul style="list-style-type: none"> <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>
<b>3</b>	<b>EQUIPMENT AND SUPPLIES</b>		
<b>A</b>	<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</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>
<b>C</b>	<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>
<b>D</b>	<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>
<b>E</b>	<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> </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> </ul>

		<ul style="list-style-type: none"> <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>➤ 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 (7.5 %)</li> <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>	<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 (7.5 %)</li> <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 - IX**

**CHECKLIST**

**FOR SUBMISSION OF**

**CLAIM**

**AND**

**DOCUMENTS**

**REQUIRED**

**UNDER**

**FAMILY PLANNING**

**INSURANCE SCHEME**

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

**CHECK LIST**

Before forwarding the claim form and other required document, it has to be checked that in:

**A. CONSENT FORM:**

1. Reference / Registration number of the hospital and date, signature or thumb impression of the acceptor are placed.
2. Examination of patient record is filled in properly and doctor has put his signature and date.
3. Details of dependents of acceptor are filled in.

**B. CLAIM FORM:**

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

8. It is to be confirmed that any expenditure incurred by RKS for treating the acceptor as post operative complication of sterilization operation has been claimed apart from expenses incurred by the beneficiary/accepter. Also a bill has to be generated by such public health facility and CMO/ CDMO/ CHMO/CDHMO/DMO/DMO/Joint Director designated for this purpose at district level has to **mention two amounts on the medical certificate to be paid to Acceptor and RKS separately subject to limit under this section.**
9. All columns of Medical Certificate which is a part of claim form are filled in and date, signature and seal of CMO/ CDMO/ CHMO/ CDHMO/ DMO/ Joint Director designated for this purpose at district level has been placed.

#### **C. STERILIZATION CERTIFICATE:**

1. Name of acceptor is same as filled in on Consent form.
2. Date of sterilization is mentioned under specific column.
3. Certificate issued have signature and date of issuing authority.

#### **D. DIAGNOSTIC REPORT ISSUED FOR FAILURE OF STERILIZATION:**

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

#### **E. BIRTH CERTIFICATE:**

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

#### **F. COMPLICATIONS:**

1. The case sheet / prescription have the name of accepter.
2. Case sheet/ prescription have proper registration number and date.

3. Case sheet/ prescription have a date of sterilization.
4. Nature of post operative complication has been recorded.
5. Medicines prescribed should tally with cash memo.
6. Case sheet/ prescription and bills/cash memo received for claim are in original.

**G. DEATH CERTIFICATE:**

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

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

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

**DOCUMENTS UNDER SECTION I:**

**1. Death following sterilization:**

- a) Claim form cum medical certificate in original duly signed and stamped by the CMO/CDMO/CHMO/CDHMO/DMO/ Joint Director designated for this purpose at district level.
- b) Copy of consent form duly attested by CMO/ CDMO/ CHMO/ CDHMO / DMO/DHO/ Joint Director designated for this purpose at district level.
- c) Copy of Sterilization certificate duly attested by CMO/ CDMO/ CHMO/ CDHMO / DMO/DHO/ Joint Director designated for this purpose at district level.
- d) Copy of Death certificate issued by Hospital/Municipality or authority designated duly attested by the CMO/ CDMO/ CHMO/ CDHMO/ DMO/DHO/ Joint Director designated for this purpose at district level.

**2. Failure of sterilization:**

- a) Claim form cum medical certificate in original duly signed and stamped by the CMO/CDMO/CHMO/DMO/DHO/ Joint Director designated for this purpose at district level.
- b) Copy of consent form duly attested by CMO/ CDMO/ CHMO/ CDHMO / DMO /DHO / Joint Director designated for this purpose at district level.
- c) Copy of Sterilization certificate duly attested by CMO/ CDMO/ CHMO/ CDHMO/ DMO/DHO/ Joint Director designated for this purpose at district level.
- d) Copy of any of the following diagnostic reports confirming failure of sterilization duly attested by CMO/CDMO/CHMO/ CDHMO / DMO/DHO/ Joint Director designated for this purpose at district level:

**A. In case of tubectomy these reports may be:**

- 1. Urine test report
- 2. MTP report
- 3. per abdominal diagnosis
- 4. USG report or
- 5. In extreme cases birth certificate in case of full term pregnancy

**B. In case of vasectomy**

- 1. Semen test report

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

**3. Complication arising due to sterilization:**

- a) Claim form cum medical certificate in original duly signed and stamped by the CMO/ CDMO/ CHMO/ CDHMO/ DMO /DHO/ Joint Director designated for this purpose at district level.
- b) Copy of consent form duly attested by CMO/ CDMO/ CHMO/ CDHMO / DMO/DHO/ Joint Director designated for this purpose at district level.
- c) Copy of Sterilization certificate duly attested by CMO/ CDMO/ CHMO/ CDHMO/ DMO/DHO designated for this purpose at district level.



- d)** Original bills/receipts/cash memos along with original prescription and case sheet confirming treatment taken for complication due to sterilization.

**NOTE: NO FURTHER DOCUMENT WOULD BE ASKED BY THE INSURER.**

**DOCUMENTS UNDER SECTION II:**

**1. Claims under indemnity cover:**

- a)** Intimation in writing
- b)** Copy of summon/FIR
- c)** Copy of sterilization certificate
- d)** Copy of consent form
- e)** Certificate from CMO/ CDMO/ CHMO/ CDHMO/ DMO/ DMO /Joint Director designated for this purpose at district level confirming that the sterilization operation was conducted by the doctor etc.
- f)** Any other document required by the insurer required related to the sterilization procedure for contesting the case on behalf of doctor/health facility.

**ANNEXURE - X**

**QUARTERLY**

**REPORT**

**FORM**

**QUARTERLY REPORT FORM**

Name of the District / Name of the State: .....

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

UPTO QUARTER ENDING: .....

JAN TO MARCH 09, JAN TO JUNE 09, JAN TO SEPT 09, JAN TO DEC 09

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