

**MANUAL FOR  
FAMILY PLANNING INSURANCE  
SCHEME  
(TO BE OPERATED BY ORIENTAL  
INSURANCE COMPANY)**

**DECEMBER, 2005**

**Family Planning Insurance Manual**

**Foreward**

Under the present scheme of Compensation for Loss of Wages to acceptors of sterilization, funds re being released by the Government of India to State Governments which inter-alia include payment towards some eventualities of complications arising out of sterilization operations such as death, disability and medical complications. However, under the present framework no compensation is payable for failure of sterilization or towards professional indemnity of the doctor providing the sterilization services. There is a great demand for indemnity insurance cover in the States since many State Governments/Government doctors are currently facing litigation due to claims of clients

for compensation due to failure of sterilization. The State of Uttar Pradesh alone has reported more than 100 cases of litigation due to which reason doctors are wary of conducting sterilization procedures.

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

I take pleasure in presenting Family Planning Insurance Manual, which I feel, would provide useful information relating to the Insurance Scheme. This manual provides details of the insurance scheme, procedure for settlement of claims, consent form to be signed by the beneficiary before sterilization, setting up of Quality Assurance Committee etc. In order to ensure quality sterilization procedure, the manual provides a check list to be filled by the doctors before conducting sterilization procedure for ensuring the fitness of the acceptor for sterilization. Qualifications of doctors for conducting sterilization procedures and criteria for empanelment, accreditation of the private doctors/health facilities has also been included in the manual. A list of third party

administrator who will administer the insurance scheme on behalf of Oriental Insurance has been included in the manual at Annex.I. I am confident that this manual will be of a great help to the health providers in effective implementation of the Insurance Scheme.

(Prasanna Hota)  
Secretary (Health & FW)

## Family Planning Insurance Manual

### **Introduction:**

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

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

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

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

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

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

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

The 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.

**New initiative: Family Planning Insurance Scheme:**

Under the existing government scheme no compensation was payable for failure of sterilization, and no indemnity cover was provided to Doctors/health facilities providing professional services for conducting sterilization procedures etc. There is a great demand in the States for indemnity insurance cover to doctors/health facilities, since many govt. doctors are currently facing litigation due to claims of clients for compensation due to failure of sterilization. This has led to reluctance among the doctors/health facilities to conduct sterilisation operations.

With a view to do away with the complicated process of payment of ex-gratia to the acceptors of sterilisation for treatment of post operative complications, incapacitation or death attributable to the procedure of sterilization, the present Family Planning Insurance Scheme is being introduced. This Scheme will not only take care of the cases of failure of sterilisation, medical complications or death resulting from sterilisation, but would also provide indemnity cover to the doctor/health facility performing sterilisation procedure, as follows:-

The package provided under the Family Planning Insurance Scheme is 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) <i>Failure of sterilization(including first instance of conception after sterilisation).</i> | <i>Rs. 20,000/-</i> |

d)Expenses for treatment of medical complications due to sterilization operation (within 60 days of operations)	Rs.20,000/-*
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\*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 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 would be limited to four cases of negligence in respect of every doctor, beyond which the doctor/health facility concerned would be himself/herself responsible for his/her lapse, apart from any other action that may be taken by the Government against the doctor/health facility.*

The Scheme is uniformly applicable for all States/UTs. Government of India has paid entire premium for the Insurance Policy. States do not have to incur any expenditure under this Scheme. The Insurance Company will make payment against the claims of acceptors of sterilisation directly to acceptors without any hassle.

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

*There might be cases not covered by the Family Planning Insurance Scheme, viz. cases of sterilisation operations conducted before coming into force of this insurance Scheme, cases not covered under the National Protocol, cases already pending in Courts etc. Liability in respect of such cases would be met by the State Government/UT Administration from out of the Miscellaneous Purpose Contingency Fund created in respective State/UT by apportioning some amount from the grants released to them by the Union Government under the Scheme of Compensation for loss of wages for acceptors of Sterilisations/ IUD Insertions or under the Scheme of Flexible Funding for State Programme Implementation Plans (PIPs). The States may chose to administer the Fund through the Insurance Company or through the government machinery.*

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

1. The Insurance Policy, called Special Contingency Policy, has all India coverage.

2. The premium is chargeable on the estimated number of persons undergoing sterilization during the currency of the Policy.
3. All persons undergoing sterilization operations in public health facility/accredited health facility in private/NGO sector are covered under Section 1 of the policy.
4. The Consent Form filled by the person at the time of enrolling himself/herself for sterilization operation shall be proof of coverage under the scheme.
5. All health facilities accredited by Government and doctors employed/hired/engaged/approved and empanelled by Government for conducting sterilization operations are covered under Section II of the Policy.
6. The premium has been paid by the Government of India at the time of commencement of the policy based on the estimated number of sterilization operations to be conducted and is subject to adjustment at the end of the policy period on the basis of actual number of operations conducted.
7. The claims settlement has been decentralized at State and District levels and nominated Offices of the Third Party Administrators (TPAs) will coordinate with existing machinery of the States/UTs. The list of such offices is at **Annexure I**.
8. For the purpose of verification and medical evaluation of the claim lodged by the beneficiary, the district level Quality Assurance Committee (QAC) shall be responsible for authenticating the claim by certifying the failure of sterilization operation. The proposed constitution of QAC is at **Annexure II**. *In case QAC is not in existence in a district, the claim may be certified by the CMO and a Gynecologist till such time the QAC is constituted.*
9. On receipt of any claim from the acceptor of sterilisation under Section 1 of the Policy, the designated official/doctor/health facility shall inform the nominated office of TPA/Insurance Company, in writing as soon as possible. A representative of the Insurance shall be visiting the nominated office/CMO periodically to receive such information/claim(s).
10. Duly completed Claim Form (**Annexure III**) shall be the basis of lodging claim under Section 1 of the Policy. The Claim Form shall be duly completed in all respects by the beneficiary and shall be authenticated by the committee/persons designated for this purpose.
11. For claims arising due to medical complications following sterilization operation, the QAC shall certify the cost of treatment of such complications. Payment shall be made subject to the limits mentioned in the Policy for such cases.
12. In case of claims for death of the patient due to sterilization operation, a Death Certificate along with medical report certifying the sterilization procedure, as the direct cause of death, shall be required.

13. The death claim shall be settled in favour of the spouse of the deceased as mentioned on the form filled by the person while enrolling herself/himself for sterilization operation. In case of death of the spouse, pending the settlement of the claim, the benefits under the scheme shall accrue to the children of the deceased and in case there are no children, the claim shall then be payable to the legal heir(s) of the deceased.
14. For claims under Section II of the Policy, the doctor/health facility receiving any legal notice/summons from the Court shall immediately inform the corresponding office of the TPA and the Insurance Company. The Insurance cover provided under the Policy under Section II, is inclusive of defence costs. For the purpose of claim settlement under Section II of the Policy, the designated office shall be Regional Office 1, The Oriental Insurance Company Limited, Jeewan Bharati Building, 9<sup>th</sup> Floor, Tower-1, Connaught Circus, New Delhi. (Fax No. 23714346).
15. The defense costs incurred by the doctor/health facility shall be reimbursable if incurred in consultation with the Insurance Company, subject to the limits mentioned in the Policy for such cases. In such cases the Insurance Company shall be kept abreast of all the developments of the case.
16. *Liability of the Insurance Company under Section II would be limited to four cases of negligence in respect of every doctor/health facility in a year..*
17. Stipulated time limit for settlement of claims under Section I of the Policy would be 30 working days after submission of claims with all required documents.
18. In case of any claim found untenable or not settled for the claimed amount, the Insurance Company shall communicate reasons to the designated authority of the State/UT with a copy to the beneficiary.
19. Wherever deemed necessary, the Insurance Company may depute an investigator, to go into the merits of the case.
20. The State level Monitoring Committee constituted by the State Government shall review the progress under the Scheme on a monthly basis. This Committee shall include Divisional in charge of Insurance Company and TPA.
21. The Central Monitoring Committee shall conduct review of all pending matters including all India pending claims. Assistant General Manager, in-charge, Regional Office I, New Delhi, shall head this committee, with representation from the Ministry of Health & F.W. New Delhi.

**Consent form:**

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

**Quality of service for sterilization procedure:**

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

**Checklist for sterilization procedure:**

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

**Eligibility/Qualification of Doctors for conducting sterilisation procedures:**

**Female Sterilization:**

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

**OR**

Laparoscopic Tubectomy can be performed either by Gynaecologist with DGO/MD/MS qualification and trained in Laparoscopic sterilization Or by a surgeon with MS Degree and trained in Laparoscopic sterilization.

**Male Sterilization:**

Conventional Vasectomy can be performed by an MBBS Doctor trained in conventional Vasectomy.

An MBBS doctor trained in **no-scalpel vasectomy** may perform no-scalpel vasectomy.

**Criteria for Empanelment/Accreditations of the private doctors/health facilities:**

The Hon'ble Supreme Court of India, in the case of Ramakant Rai and Another versus Union of India and others has, *inter alia*, directed the Union of India and States to 'introduce a system of having an approved panel of doctors/health facilities and limiting the persons entitled to carry on sterilisation procedures in the State to those doctors whose names appear on the panel'. Accordingly all State Governments and UT

Administrations have been asked to prepare panel of doctors/health facilities State-wise, region-wise or district-wise in accordance with the Hon'ble Supreme Court's orders. For empanelling of doctors the criteria of 'post degree five year experience' in addition to the qualification required may be adhered to as directed by Supreme Court vide order dated 1.3.2005 in WP(C) No. 209/2003.

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

The private doctor/health facility which is accredited for providing female and male sterilization i.e. tubectomy and vasectomy has to conform to the clinical standards as laid down at **Annexure-VI**. The basic requirements of a doctor/health facility in respect of infrastructure facilities and medical personnel are also given at **Annexure-VI**, which can be used as a checklist for recognition of the clinic. The accredited private doctor/health facility shall follow the guidelines laid down by government for male and female sterilisations in all respects.

**Application for accreditation:**

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

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

**Claim Forms:**

The Insurance Company will ensure that all forms required for submitting claims under the Scheme are made available with all medical facilities conducting sterilisation procedures, Office of CMOs/QACs, etc. in local language along with their English version.

The checklist for submission of Claim is given at **Annexure – VII**.

**General Publicity:**

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

**Orientation/training of medical, para-medical and Insurance Company officials:**

The Insurance Company will conduct training workshops for State/District Health Officials and regional officials of Insurance Company at district level to sensitize all concerned officials about the operationalisation and claim settlement procedure under the Family Planning Insurance Scheme.

**Monthly Report:**

Monthly report on maintenance of quality, failure of sterilisations, complications or deaths attributable to sterilizations is to be sent by the concerned district level QAC/CMO to the State level QAC/State DGHS/State Health Secretary in the format placed at **Annexure-VIII**, with a copy to designated Officer of the Insurance Company, Chairman of District Health Mission/District Magistrate. The State level QAC/State DGHS will send a consolidated monthly report to the Ministry of Health and Family Welfare, Government of India, New Delhi through State Secretariat in the same format (**Annexure-VIII**). States shall send consolidated report to the Ministry of Health and Family Welfare, Government of India, New Delhi **for each quarter also**.

The Memorandum of Understanding (MoU) signed between the Government of India and the Oriental Insurance Company Ltd., and the Insurance Policy (Special Contingency Policy) may be seen at **Annexure-IX and Annexure – X**.

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**Third Party Adminiostrators**

<p><b>Mr.Sridhar</b> <b>TTK Healthcare Services (P) Ltd</b> 6-4-28, 4<sup>th</sup> Main, Arundalpet, Guntur - 522 003 Phone: 0863 - 2254154</p>	<p><b>Mr.Sairam</b> <b>TTK Healthcare Services (P) Ltd</b> 1-7-235/1, Shop No.7, Chandralok Complex, M.G.Road, Secunderabad - 500 003 Phone: 040 - 27891789</p>
<p><b>Dr.Reddy</b> <b>TTK Healthcare Services (P) Ltd</b> Door NO.40-1-53/1, Near Benz Circle, M.G.Road, Vijayawada 500 010 Phone: 0866 - 3090545 / 3102274</p>	<p><b>Ms.Padmaja</b> <b>TTK Healthcare Services (P) Ltd</b> Shop No.2, GF1, Pavani Estates, 6-2-976, Khairatabad, Opp. Syndicate bank, Hyderabad - 500 004 Phone: 040 - 55775662</p>
<p><b>Sri.Sai</b> <b>TTK Healthcare Services (P) Ltd</b> 30-15-158/1, G 1, City Plaza, Dabba Gardens, Visakhapatnam - 530 020 Phone: 2758992</p>	

**Bangalore Branch:**

**Mrs.Laxmi**

Grimson Court II, #4, Jeevan Bima Nagar Main Rd, HAL III stage, Bangalore 75  
Phones: 080-51255794 - 6 | Fax: 080- 51255797

**Chennai Branch:**

**Mrs Sheela Anand**

Anmol Palani, No. 88, GN Shetty Road, 2nd Floor, T-Nagar, Chennai 17  
Phones: 044- 52024340 /41 /42 | Fax: 044- 52024343

**Coimbatore Branch:**

**Mr.Jagdish**

146, Sri Sai Baba Towers, Raju Naidu Road, Tatabad, Coimbatore-641012  
Phones: 0422 - 2491335 / 2491341 | Fax: 2491309

**Hyderabad Branch:**

**Dr.Anuradha**

6-3-456/A/1, 4th Floor, Model House, Panjagutta, Hyderabad - 500 082  
Phones: 040- 55626971 / 23350998 / 777 | Fax: 040-23353858

**Visakhapatnam Branch:**

**Mr.Bhanumurthy**

3rd Floor, Vidhisha Towers, 47-14-10, Dwarakanagar Main Road, Vizag - 16.  
Phones: 0891 5570197

**Cochin Branch:**

**Mrs.Ajitha Thomas**

1400 B, Mareena Building, M.G.Road, Kochi - 16  
Phone: 0484- 2367683 | Fax: 0484-2359269

**Mr;Gopinath**

**TTK Healthcare Services Pvt Ltd**

Ground Floor,MTR Yatrivas Lodging Complex,  
2747, Chandra Gupta Road,  
Near Sangam Theater, Hallodekeri,  
Mysore - 570 001

Phone: 0821 – 2449105

**Madurai Branch:**

**Shri.Doraiswamy**

Plot No. 26, West Main Street, Doak Nagar Extension, Madurai - 625016  
Phone: 0452- 5355256

## West Zone List

Sr #	NAME	RR/Office ADDRESS	TEL.	FAX	RELIANCE CELL NO
1	Dr.N.C.Shah	81, Barodawala Mansion,B-Wing, Gr. Floor, Dr.A.B.Road, Worli,Mumbai-400018.	(022)-56620800.	(022)-4985505/06/07/08	
2	Dr N.N. Shah	B / 201-202-203 Doctor House – 2 <sup>nd</sup> Floor,C.G. Road, Nr Parimal Crossing,Ahmedabad – 380 006	(079)-30919287 / 88	(079)-26401545	079-9327055491
3	Ms. Priti Pathak.	G-1Mangal Aashish,31 SampatRao Colony,Opp Ami Surgical Hospital, Alkapuri,Baroda.	(0265)-2330559.		0265-9376227706
4	MS. SEEMA BHAN	Bhagyashree Building, 996, Sukhrwar Peth, Near Bharat Petrol Pump, Above Ghokhle Hspt., 2nd Flr., Tilak Road, Pune-411002.	020 24443733 020 24443743		020-31061591
5	Ms. Shilpa Garg	205, 2ND FLOOR, 'A' WING, SHALIMAR CORPORATE CENTRE, 8, SOUTH TUKOGANJ, INDORE - 452001	(0731)-5065306	(0731) 5070167	9343796729
6	Mr. Kamal Motwani	5th Floor, Hiral Bldg, Opp. J.K. Tower, Near Sabjail, Ring Rd, Surat 395002.	0261-5549149	(0261)-2331837	0261-3606160
7	Mr. Ajay Pansara	B/8 ,New Bharat, Bedi Bunder Road,Ramnagar,Jamnagar-361002.	(0288)-2757476		0288-3103284
8	Mr.Keyur Kamalia	Kishorshinhji Road,Nr. Karanpara Chowk,"Hari-Niwas"Rajkot - 360001.	(0281)-2229461		0281-3104564
9	Mr. Pankaj Vaishampayan	Flat No:C-2, Plot no:49,First Floor,Nandoday Aptt,Gokulpeth, Nagpur 10			0712-3109456
10	Mr. Deepak Zeple	E-198, Mrunmayi Apartment -1, Kawala Naka, Kolhapur - 416 003.			
11	Mr. Deepak Gaonkar	H.No. 60, Wadacha Wada, Shirgao, Bicholim, Goa- 403503.	(0832) - 2215897		0832-3141275
12	Mr. Pramod Kulkarni	8, Pramod Bungalow, Gayatri Soc., Gendamal Naka, Shahupuri, Satara – 415 002.	(952162)-252219		
13	Mr. Sandip Mirkute	Office No. 4, Chandrakant Complex, Aurangabad	(0240)-2345426		0240-3122413

## North Zone.

1.	Raksha TPA Pvt. Ltd	15/5, Mathura Road, Faridabad-121003	(0129) 2250000-01/1-8	2250002/5049713	
2.	Raksha TPA Pvt. Ltd.	202, Ist kFloor, Phase-III, Okhla, Industrial,	(011)32004832	26839818/26839819	

		Industrial Estate, New Delhi-110020		
3.	Mr.Onkar Shukla, Raksha TPA Pvt. Ltd.	SCO-1-2-3, 3 <sup>rd</sup> Floor, Sector- 17-B, Chandigarh	(0172) 722696	708651
4.	Mr. Pankaj Madan, Raksha TPA Pvt. Ltd.	Brar Complex, 2 <sup>nd</sup> Floor, Dugri Road, Model Town, Ludhiana- 141001	(0161) 5085707	5051707
5.	Raksha TPA Pvt. Ltd.	New Janpath Complex,4 <sup>th</sup> Floor, 9A, Ashok Marg, Lucknow	09415409316, 098339588719	
6.	Raksha TPA Pvt. Ltd.	F- 36(Basement), Mahesh Marg of Subhash Marg, C- Scheme, Jaipur- 302001	(0141) 5103639/5103641	2372919
7.	Mr. Sanjeev Raksha TPA Pvt. Ltd.	38-38 Deep Complex, Court Road, Opp. Doaba automiles, Amritsar	(0183) 553502	
<b>East Zone</b>				
1.	Mr. Sanjeet Kumar Tiwari,Patna Branch.	B-3, Patrakar Nagar, Kankarbagh,	983507813	
2.	Sonu Kumar Verma,Patna Branch	C/O good wrench daudbigha, Main Road, Patna	9835012243	
3.	Sushil Kumar Jha, Bhagalpur	Bhagalpur, Bihar		

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|     | Branch                                       |  |                |
| 4.  | Rajesh Kumar<br>Gupta,<br>Champran<br>Branch | Naya Bazar<br>Chowk Betiah,<br>West<br>Champran                                      | 9431062221     |
| 5.  | Pradeep Lal<br>Sarraf<br>Jharkhand<br>Branch | C/o Manisha<br>Jewellery near<br>New Bata, Main<br>Baza<br>Dalttenganj,<br>Jharkhand | (06562) 228219 |
| 6.  | Raj Kumar<br>Gupta, Ranchi<br>Branch         | Lake Road,<br>Near Urdu<br>Library, Ranchi   | 9431106580     |
| 7.  | Narendra Kr.<br>Mullick                      | Manglabagh,<br>Manglabagh,<br>Cuttack  |                |
| 8.  | K.K.<br>Panigrahi,<br>Balasore               | Hospital Raod,<br>Balasore, Orissa   |                |
| 9.  | Anjan Paul,<br>Bhubaneshwar                  | Plot No.-794,<br>Sahidnagar,<br>A.T. Road,<br>Bhubaneshwar,<br>Orissa                |                |
| 10. | Ranjit<br>Hazarika,<br>Jorhat, Assam         | A.T. Road,<br>Jorhat, Assam  |                |
| 11. | D.K. Ghosh,<br>Nagaon,<br>Assam              | Central<br>Godown Road,<br>P.O. Hojai,<br>Nagaon, Assam                              |                |
| 12. | Siddharta<br>Dasgupta,<br>Meghalaya          | Keating Road,<br>Shillong  |                |
| 13. | Biswajit<br>Gupta,<br>Tinsukia               | Rungagora<br>Row, Tinsukia,<br>Assam   |                |
| 14. | Pratip Roy,<br>Bankura, West<br>Bengal       | Nutanchatti,<br>P.O. +<br>DT., Bankura,<br>West Bengal                               |                |
| 15. | Jyotimoy<br>Chakravorlty,<br>Tripura(N)      | Kalibari Road,<br>Dharmanagar,<br>Tripura (N),<br>West Bengal                        |                |

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| 16. | Ashoke Mitra,<br>Nadia                  | Ranghat Court<br>More, NH-34,<br>Nadia, West<br>Bengal  |                        |
| 17. | Shibtosh<br>Chakraborty,<br>Malda       | 1, Women's<br>College Road,<br>West Bengal  |                        |
| 18. | Topden<br>Bhutia,<br>Gangtok            | C/O<br>Pushpanjali,<br>Pani House,<br>Gangtok, West<br>Bengal                                     |                        |
| 19. | Somnath<br>Bhattacharjee,<br>Barddhaman | Santinagar,<br>Netaji Road,<br>P.O. Burnpur<br>(Asansol),<br>Barddhaman,<br>West Bengal           | 9830442094             |
| 20. | Debraj Gora,<br>Midnapure(E)            | Vill. + P.O.<br>Bhogpur Dt.,<br>Midnapure(E),<br>West Bengal                                      | 9932735731/03228251170 |
| 21. | Manas<br>Biswas,<br>Jalpaigur           | Old Polic Line,<br>Jalpaigur, West<br>Bengal  |                        |
| 22. | Biswajit<br>Sarkar,<br>Siliguri         | Krishna House,<br>Hill Cart Road,<br>Siliguri, West<br>Bengal                                     |                        |
| 23. | Hiranmoy<br>Roy, Silchar                | R.M. Road,<br>Silchar-5,<br>R.M.Road,<br>Silchar-5 L.B.<br>Road, P.O.,<br>Silchar, West<br>Bengal |                        |
| 24. | Animesh<br>Singha Roy,<br>Murshidabad   | 26-23-1, Sahid<br>Surja Send<br>Road,<br>Murshidabad,<br>W.B.                                     |                        |
| 25. | Sandip Das,<br>Hooghly                  | Vill. + P.O.<br>Ghuerah, P.S.<br>Pursurah,<br>Hooghly, West<br>Bengal                             | 9831176433             |

26. Kingshuk Das, Dharsa 9433148990  
Howrah Kantapukur(N),  
P.O.-GIP  
Colony,  
Howrah, West  
Bengal
27. Birbal Sherpa, Danbar Chawk,  
Darjeeling Reshi Road,  
Kalimpong,  
Darjeeling,  
W.B.
28. Jaydeb Sarkar, New Dangal  
Birbhum Para, P.O.- Suri,  
Birbhum, W.B.
29. Biplab 43, Main Road 9831518920  
Biswas, 24 (W), New  
PGS(N) Barrackpore, 24  
PGS(N), West  
Bengal
30. Samir Kanti 71, Nazrul  
Ghosh, Silguri Sarani, Hakim  
Para, Siliguri,  
West Bengal

**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 six months. The composition of the Committee would be as follows:

**At State level:**

Secretary, Health & Family Welfare

- Chairman

Director/Additional Director (Family Welfare)

- Member-Secretary

One Gynaecologist

One Surgeon/Urologist

One Anaesthetist

State Family Welfare Officer

***A representative of a Mother NGO functioning in the State/UT***

Any other as determined by the Department of FW

***At least two members of the QAC would make its quorum.***

**At District level:**

Chief Medical Officer/District Health Officer

One Gynaecologist

One Surgeon/Urologist

One Anaesthetist

District Family Welfare Officer

***A representative of a Mother NGO functioning in the District***

Any other as determined by the Department of FW

***At least two members of the QAC would make its quorum.***

**Terms of reference** of the Committee are:

1. To review centers (public/private) providing family planning services in the State and district and ensure implementation of National Standards.
2. To review and report deaths/complications due to sterilization in the State and district.
3. To review and report conception due to failure of sterilization in the State and district.
4. To review and report complications due to IUD/Oral Pill.
5. Review Quality assurance activities at State and District level.
6. To suggest measures to improve quality of family planning services.

THE ORIENTAL INSURANCE COMPANY LTD.  
Regional Office-I  
124, Connaught Circus Jeewan Bharti Building  
9<sup>th</sup>. Floor, Tower – I, New Delhi-110001

**CLAIM FORM**  
*for*  
**FAMILY PLANNING INSURANCE SCHEME**

*Notes*

1. This form is required to be completed for lodging claim under Section – I of the policy only.
2. This form is issued without admission of liability and must be completed and returned within 7 days after its receipt.
3. No claim can be admitted unless certified by the District Quality Assurance Committee constituted by the State Government for the purpose/CMO.

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

Policy No.....

1. Details of the Claimant:

Name in Full ..... Present Age: ..... Years

Relationship with the acceptor of sterilisation:.....

Residential Address: .....

2. Details of the person undergone sterilization operation

Name in Full ..... Age : ..... Years

Son of / daughter of .....

Name of the Spouse:..... Age of Spouse.....

Residential Address: .....

*District*

*State*

Permanent Business or Occupation.

*(If more than one state all)*

.....

3. Number of Children: Male .....

Names	Age
.....	.....
.....	.....

Female .....

Names	Age
.....	.....
.....	.....

4. Dependent Parents:

Name of Father .....	Age.....
Name of Mother.....	Age.....

5.

a) Date of Sterilization Operation: .....

b) Nature of Sterilization Operation:

- i) Tubectomy
- ii) Vasectomy
- iii) Laproscopy
- iv) MTP followed by Sterilization
- v) Caesarian with Tubectomy
- vi) Any other Sterilization operation (*please specify*)

6.

(a) Address of the hospital where the operation was conducted:

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

(c) Nature of claim:

- i) Failure of sterilization
- ii) Failure of sterilization leading to conception
- iii) Medical complication due to sterilization (*state the exact nature of complication*)
- iv) Death due to sterilization:

7. Date of Admission:.....	Time:.....
Date of Discharge:.....	Time:.....
Date of Death:.....	Time:.....

6. State where and when a Medical Officer or any other Officer / investigator of the Company can visit you, if necessary.

9. State the exact nature of medical complication, in case of claim being lodged for treatment of post operative medical complication:

Date/s	Details	Doctor/health facility
.....	.....	.....

10. Give details of any disease suffered by you prior to undergoing sterilization operation

11. Are you insured elsewhere? If so, give  
(a) the name of each Company and Sum Insured  
(b) the amount you are entitled to Claim.

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

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

Place:.....  
Dated:.....

Name:  
Signature (in full) .....  
Or Thumb Impression

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

It is certified that Smt./Sh. ....s/o / w/o .....  
r/o ..... had undergone sterilisation operation on .....  
at ..... Hospital conducted by Dr. .... Qualifications.....

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

- (a) Failure of sterilization operation
- (b) Failure of sterilization operation **leading to conception**
- (c) Medical Complication (please give details as under)
  - (i) Nature of complications
  - (ii) Estimated expenses for treatment of such complication
- (d) Death of Person  
Date of death:

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

Signature

Name and Designation/Qualification of the Doctor signing  
For and on behalf of the Quality Assurance Committee

SEAL

APPLICATION FOR STERILISATION OPERATION  
AND  
INFORMED CONSENT FORM

To,

Operating Doctor/health facility

Dear Sir/Madam,

Kindly make arrangements 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. My husband/wife has not undergone sterilization previously. We have .....male and..... female living children. The age of my youngest living child is.....years.

- (a) I have decided to undergo sterilization operation on my own volition without any outside pressure, inducement or force.
- (b) I am aware that other methods of contraception are available to me.
- (c) I know that for all practical purposes this operation is permanent and that, after the operation I will not be able to give birth to any more child.
- (d) I am aware that I am undergoing operation, which carries an element of risk.
- (e) I have been explained the eligibility criteria for the operation and I affirm that I am eligible to undergo operation according to criteria.
- (f) 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.
- (g) 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 my relatives or me or any other person whomsoever.
- (h) If after the sterilization operation, there is any missed menstrual cycle of mine/my spouse, then I shall report within two weeks to the doctor/health facility and will get MTP done free of cost.
- (i) In case the sterilization operation is a failure, the Oriental Insurance Company Limited will pay a compensation of Rs. 20,000/- (Rupees twenty thousands only) under the Family Planning Insurance Scheme of Government of India to me, which will be acceptable to me.
- (j) That if I/my wife gets pregnant after failure of sterilization operation and is unable to get the pregnancy aborted within two weeks, then I will not be

entitled to claim any compensation over and above the compensation under Family Planning Insurance Scheme from any court of law in this regard or any compensation for upbringing the child.

(k) I agree to come for follow-up to the Hospital/Institution/Doctor/health facility as instructed, failing which I shall be responsible for the consequences, if any.

I have read the above information. /\*The above information has been read out and explained to me in my own language.

1. Name: Shri/Smt.....
2. Husband/Wife's name .....  
and address.....
3. Father's name and address.....
4. Religion:.....
5. Education Qualification:.....
6. Business/Occupation.....

Signature of the acceptor/applicant

Signature of the witness:

Full name .....

Full address.....

\*(Only for those beneficiaries who cannot read and write)

Shri/Smt.....has been explained other methods of contraception available and the failures associated with other methods have been explained fully.

\*\*Signature of Counsellors

Full name.....

Full address.....

I certify that I have satisfied myself that –

- 1) Shri / Smt..... is within the eligible age-group and is mentally and medically fit for a sterilization operation.

- 2) There is no evidence that he/she has undergone a sterilisation operation previously.
- 3) I have explained all clauses to the client and that this form has the authority of a legal document.
- 4) I have filled the checklist and followed the guidelines for sterilisation procedures laid down by Government.

Signature of operating Doctor  
(name and address) Seal

Signature of Medical Officer in charge of Hospital  
(name and address) Seal

### **DENIAL OF STERILISATION**

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

- 1.
- 2.

He/she has been provided the following alternative methods of contraception.

Signature of Counsellor\*\*  
Or Doctor making decision  
(name and address)

\*\* Counsellor can be any health personnel including doctor.

**Check List to be filled in by the Doctor concerned before commencing operation of a Male/Female**

1. Whether age of the client is within the laid down norms (male clients shall be below the age of 60 years and female clients shall be below the age of 45 years and above 22 years) Yes/No
2. Whether information relating to marital status, number of living children and age of the youngest child obtained. Yes/No
3. Whether the client has been counseled regarding sterilization so as to help the client make informed and voluntary decision Yes/No
4. Consent form: Whether the client has understood contents of the consent form and signed the same Yes/No
5. Whether the client has been examined for excluding medical contradiction i.e. Psychiatric disorder and physical illness. Yes/No  
Yes/No  
The surgeon/doctor shall examine for the following relative contraindications:-
  - a). Psychiatric disorder
  - b). Physical illness
    - i) Acute febrile illness
    - ii) Jaundice or other chronic liver disease
    - iii) Anaemia (haemoglobin less than 8gm%
    - iv) Chronic systemic disease, including tuberculosis, bronchial asthma, blood dyscrasias, heart disease, uncontrolled diabetes, hypertension and thyrotoxicosis
    - v) Malignancy
    - vi) Skin conditions, including infection involving operative site
    - vii) Pelvic infection, adhesions or mass
    - viii) Severe nutritional deficiency such as generalized oedema, anaemia and vitamin deficiency.
    - ix) Bleeding disorders
    - x) Continuing pregnancy
    - xi) Multiple scars of previous laparotomies
  - c) Allergy to local anaesthesia (alternative anaesthesia or procedure must be provided.)
  - d) Gross obesity
  - e) The following conditions in post-partum clients:
    - i) Puerperal fever
    - ii) Prolonged rupture of membranes( 24 hrs)
    - iii) Pre-eclampsia or eclampsia
    - iv) Ante-partum or post-partum haemorrhage resulting in haemoglobin less than 8 mg%
    - v) Trauma to the genital tract
    - vi) History of post partum psychosis

6. Whether assessment and screening of the client has been done as following: Yes/No
- 6.1 Physical Examination :  
 a) pulse,  
 b) blood Pressure  
 c) Respiratory rate  
 d) Temperature  
 e) body weight,  
 f) general condition and nutritional status,  
 g) auscultation of heart, lungs,  
 h) examination of abdomen,  
 i) pelvis examination  
 j) other examination as indicated by the clients medical history or general physical examination.
- 6.2 Laboratory examination: Yes/No  
 ➤ blood test for haemoglobin  
 ➤ urine analysis for sugar & albumin  
 ➤ other laboratory examinations
- 6.3 Final medical assessment by the operating Surgeon- whether surgeon has verified fitness of the client including abdominal/pelvic examination before conducting surgery. Yes/No
- 7 Whether instructions relating to prevention of infection has been followed Yes/No
- 7.1 Whether cleaning of the OT with 0.5% chlorine has been done Yes/No
- 7.2 Whether Proper arrangement for decontamination of articles after surgery is available- for items that come in contact with blood or other body fluids by placing in solution of 0.5% chlorine for 10 minutes (surgical instruments, gloves, needles & syringes, cotton, gauze etc.) Yes/No
- 7.3 Whether sterilization procedures of equipment/instruments required for surgery have been carried out as laid down in the guidelines. Yes/No
- 7.4 Whether instructions relating to prevention of infection has been followed. Yes/No

**Criteria for Accreditation of a Doctor/health facility for Sterilization**

**I. Personnel Requirement:**

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

**II. Infrastructure requirement:**

<b>Sr. No.</b>		<b>Female Sterilization</b>	<b>Male Sterilization</b>
1	<b>Facilities</b>	<ul style="list-style-type: none"> <li>➤ Well ventilated, fly proof room with concrete/tile floor which can be cleaned thoroughly</li> <li>➤ Running water supply</li> <li>➤ Electricity supply</li> </ul>	<ul style="list-style-type: none"> <li>➤ Well ventilated, fly proof room with concrete/tile floor which can be cleaned thoroughly</li> <li>➤ Running water supply</li> <li>➤ Electricity supply</li> </ul>
2	<b>Space required</b>	<ul style="list-style-type: none"> <li>➤ Area for reception</li> <li>➤ Waiting room</li> <li>➤ Counseling area</li> <li>➤ Laboratory for blood &amp; urine examination</li> <li>➤ Clinical examination room</li> <li>➤ Pre-operative preparation room</li> <li>➤ Hand washing area</li> <li>➤ Sterilization room</li> <li>➤ Operation theatre</li> <li>➤ Recovery room</li> </ul>	<ul style="list-style-type: none"> <li>➤ Area for reception</li> <li>➤ Waiting room</li> <li>➤ Counseling area</li> <li>➤ Laboratory for urine &amp; semen examination</li> <li>➤ Hand washing facility</li> <li>➤ Sterilization room</li> <li>➤ Operation theatre</li> <li>➤ Recovery room</li> <li>➤ Adequate toilets</li> </ul>

		<ul style="list-style-type: none"> <li>➤ Adequate toilets</li> <li>➤ Storage area</li> <li>➤ Office area</li> </ul>	
3	<b>Equipment and supplies</b>		
A	<b>Examination room requirement</b>	<ul style="list-style-type: none"> <li>➤ Examination table</li> <li>➤ Foot stool</li> <li>➤ Blood Pressure apparatus</li> <li>➤ Thermometer</li> <li>➤ Stethoscope</li> <li>➤ Examination light</li> <li>➤ Weighing scale</li> <li>➤ Instrument for pelvic examination</li> </ul>	<ul style="list-style-type: none"> <li>➤ Examination table</li> <li>➤ Foot stool</li> <li>➤ Blood Pressure apparatus</li> <li>➤ Thermometer</li> <li>➤ Stethoscope</li> </ul>
B	<b>Laboratory</b>	<ul style="list-style-type: none"> <li>➤ Haemoglobinometer and accessories</li> <li>➤ Microscope</li> <li>➤ Red Blood Cell and White Blood Cell Pipettes</li> <li>➤ Neuber counting chamber</li> <li>➤ Apparatus to estimate albumin and sugar in urine</li> <li>➤ Reagents</li> </ul>	<ul style="list-style-type: none"> <li>➤ Microscope</li> <li>➤ Red Blood Cell and White Blood Cell Pipettes</li> <li>➤ Neuber counting chamber</li> <li>➤ Apparatus to estimate albumin and sugar in urine</li> <li>➤ Reagents</li> </ul>
C	<b>Sterilization room</b>	<ul style="list-style-type: none"> <li>➤ Autoclave</li> <li>➤ Boiler</li> <li>➤ Autoclave drums</li> <li>➤ Cidex Solution</li> </ul>	<ul style="list-style-type: none"> <li>➤ Autoclave</li> <li>➤ Boiler</li> <li>➤ Autoclave drums</li> <li>➤ Cidex Solution</li> </ul>
D	<b>Cleaning Room</b>	<ul style="list-style-type: none"> <li>➤ Hand Brushes</li> <li>➤ Heavy duty gloves</li> <li>➤ Basins</li> <li>➤ Detergents</li> <li>➤ Chlorine solution</li> </ul>	<ul style="list-style-type: none"> <li>➤ Hand Brushes</li> <li>➤ Heavy duty gloves</li> <li>➤ Basins</li> <li>➤ Detergents</li> <li>➤ Chlorine solution</li> </ul>
E	<b>Operation Theatre</b>	<ul style="list-style-type: none"> <li>➤ Operating table capable of Trendelenburg's position</li> <li>➤ Step up stool</li> <li>➤ Spot light in OT</li> <li>➤ Instrument trolley</li> <li>➤ Mini Laparotomy Kit</li> <li>➤ Laparoscopy Kit</li> <li>➤ Blood Pressure Instrument</li> <li>➤ Stethoscope</li> <li>➤ Syringe with needles</li> <li>➤ Emergency equipment &amp; Drugs</li> <li>➤ Room heater</li> <li>➤ IV stand</li> <li>➤ Waste basket, storage cabinet,</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>➤ Waste basket, storage cabinet, buckets, basins for decontamination</li> </ul>

		buckets, basins for decontamination	
F	<b>Recovery room</b>	<ul style="list-style-type: none"> <li>➤ Patient cot</li> <li>➤ BP Instrument</li> <li>➤ Stethoscope</li> <li>➤ Thermometers</li> </ul>	<ul style="list-style-type: none"> <li>➤ Patient cot</li> <li>➤ BP Instrument</li> <li>➤ Stethoscope</li> <li>➤ Thermometers</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</li> <li>➤ Nasal Airways</li> <li>➤ Suction machine with tubing &amp; two straps</li> <li>➤ Ambu bag</li> <li>➤ Face mask and 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> </ul>	<ul style="list-style-type: none"> <li>➤ Stethoscope</li> <li>➤ BP instruments</li> <li>➤ Oral Airways</li> <li>➤ Nasal Airways</li> <li>➤ Suction machine with tubing &amp; two straps</li> <li>➤ Ambu bag</li> <li>➤ Face mask and 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>➤ IV stand</li> </ul>
5	<b>Emergency drugs</b>	<ul style="list-style-type: none"> <li>➤ As specified in the Standards</li> <li>➤ Adrenaline</li> <li>➤ Atropine Sulphate</li> <li>➤ Corticosteroids(dexamethasone or Hydrocortisone)</li> <li>➤ Physostigmine</li> <li>➤ Aminophylline</li> <li>➤ Diazepam</li> <li>➤ Pentazocine</li> <li>➤ Sodium Bicarbonate (7.5 %)</li> <li>➤ Calcium Chloride</li> <li>➤ Frusemide</li> <li>➤ Dopamine</li> <li>➤ Dextrose 5% in water</li> <li>➤ Dextrose 5% in normal saline</li> <li>➤ Glucose 25%</li> <li>➤ Ringer Lactate solution.</li> </ul>	<ul style="list-style-type: none"> <li>➤ As specified in the Standards</li> <li>➤ Adrenaline</li> <li>➤ Atropine Sulphate</li> <li>➤ Corticosteroids(dexamethasone or Hydrocortisone)</li> <li>➤ Physostigmine</li> <li>➤ Aminophylline</li> <li>➤ Diazepam</li> <li>➤ Pentazocine</li> <li>➤ Sodium Bicarbonate (7.5 %)</li> <li>➤ Calcium Chloride</li> <li>➤ Frusemide</li> <li>➤ Dopamine</li> <li>➤ Dextrose 5% in water</li> <li>➤ Dextrose 5% in normal saline</li> <li>➤ Glucose 25%</li> <li>➤ Ringer Lactate solution.</li> </ul>

**Checklist for submission of claim**

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

**Monthly Report Form**

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

1. Number of sterilisation conducted in the districts /States
2. Number of cases of failures of sterilisation/incapacitation reported/noticed.
3. Number of cases of post-operation complications arising out of sterilisation procedure reported/noticed.
4. Number of Deaths due to sterilisation procedure reported/noticed – (i) during the sterilisation operation and (ii) after the sterilisation operation.
5. Number of claims received.
6. Number of claims forwarded to Insurance Company
7. Number of claims accepted by Insurance Company
8. Number of cases where payment released.
9. Number of claims pending settlement with insurance company.
10. No. of Court cases, if any.
11. Number of private doctors/health facilities accredited: (i) during the month  
(ii) total up to the end of the month.
12. Whether consent forms are available in local languages with all Doctors/health facilities in sufficient number.
13. Any problem with insurance company.
14. Problem, if any, with general public reporting failures/incapacitation/complications/deaths etc. due to sterilization.
15. Details of enquiries held into each case of breach of guidelines by doctor or health facility, punitive action taken against them including names of doctors and health facilities removed from the panel (To be given on separated sheet).
16. Details of Doctor(s)/health facility (ies) (indicating names & registration No. of doctor(s)/health facility (ies), No. of failure/incapacitation/complications/deaths etc. reported/noticed doctor-wise and health facility-wise, action taken against each doctor/health facility, names of doctors/health facilities removed from the panel, etc.) (To be given on separated sheet).

Deed of Agreement

This agreement is made at \_\_\_\_\_ this day of \_\_\_\_\_ between Regional Office 1, 9<sup>th</sup> Floor, Tower I, Jeevan Bharati Building, New Delhi of the Oriental Insurance Co. Ltd. having its registered office at A-25/27, Asaf Ali Road, New Delhi (hereinafter called the Insurer) and the 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).

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

- (a) A Master Policy will be issued to the insured covering acceptors of sterilization operations conducted in government and facilities accredited by the State/UT Governments all over India. This policy will lay down the exact terms and conditions, exclusions as well as the premium chargeable.
- (b) The premium is chargeable on the estimated number of persons undergoing sterilization during the currency of the policy.
- (c) All persons undergoing sterilization operations are covered under Section I of the policy.
- (d) 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.
- (e) All facilities and doctors employed/hired/engaged/approved/accredited by the insured for conducting sterilization operations are covered under Section II of the policy.
- (f) The annual premium shall be paid by the insured to the insurer at the time of commencement of the policy. The premium will be based on the estimated number of 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 Govt./accredited facility*)
- (g) **The claims experience under the policy shall be reviewed every year and the policy shall be renewed with mutual agreement. If the claims experience is favourable, discounts at the following rates shall be allowed on the renewal premium:**

Incurred Claims Ratio

Discount %age

Not exceeding 60%	5
Not exceeding 50%	10
Not exceeding 40%	20
Not exceeding 30%	25

Similarly, in case of adverse claims ratio the renewal premium shall be linked to the Claim ratio in such a manner that the incurred claims ratio does not exceed 70%.

- (h) The claims settlement shall be decentralized at the State/district level and nominated Third Party Administrator/representative of the insurer will integrate with existing State and district level machinery of the insured.
- (i) For the purpose of verification and medical evaluation of the claim lodged by the beneficiary, the insured /State/UT Govts. shall form a ‘Quality Assurance Committee’. If for any reason QAC is not in existence for this purpose at any time, the Chief Medical Officer of the District will authenticate the claim certifying the failure of sterilization.
- (j) On arising of any claim under section I of the policy, the Insured, through their designated officials and doctors, shall immediately inform the nominated **Third Party Administrator's** office of the insurer, in writing as soon as possible.
- (k) Duly completed claim form shall be the basis of lodging claims under section I of the policy. The claim form shall be duly completed in all respects by the beneficiary and shall be authenticated by the committee/persons designated for this purpose.
- (l) For claims arising due to medical complications following sterilization operation, the competent authority designated for this purpose by the insured shall certify the cost of treatment of such complication. Relevant bills/cash memos, prescriptions and diagnostic reports in originals, shall support the cost of treatment. Payment shall be made subject to the limits mentioned in the policy for such cases.
- (m) In case of claims for death of the patient due to sterilization operation, a death certificate from the competent authority along with the medical report certifying the cause of death shall be required. Waiver of post-mortem report may be considered except for cases which are medico legal cases involving filing of FIR.
- (n) The death claims shall be settled in favour of the spouse of the deceased. The name of the spouse should be mentioned on the Consent Form filled by the person while enrolling herself/himself for sterilization operation. In case of death of the spouse, pending the settlement of the claim, the benefits under

the scheme shall accrue to the children of the deceased. In case the children are minor, payment shall be made as fixed deposit in a Bank Account in their name to be payable on the date of their attaining majority. In case, there are no surviving children, the claim shall then be payable to the legal heir of the deceased acceptor.

- (o) For claims under section II of the policy, the doctor receiving any legal notice/summons from the court shall immediately inform the nominated office of the insurer. Thereafter, the Insurance Company **may** take over entire defence process of the case, including engagement of advocate and payment of legal expenses.
- (p) **In case, the Company exercises its right, as mentioned against S.No.15,** the doctor, who has been made party to the case, shall co-operate with the insurer and the advocate in arranging proper defence of the case. The defence costs incurred by the doctor shall be reimbursable if incurred **in prior consultation with** the insurer, subject to the limits mentioned in the policy for such cases. In such cases the insurer shall be kept abreast of all the developments of the case.
- (q) Stipulated time limit for settlement of claims under Section - I of the policy would be 30 working days after submission of claims with all required documents.
- (r) For the purpose of claims settlement under section II of the policy, the designated office shall be the policy issuing office of the insurer.
- (s) In case of any claim is found untenable or not settled for the claimed amount, the insurer shall communicate reasons to the designated authority of the insured for this purpose with a copy to the beneficiary. Any dispute regarding any claim shall be resolved by a Committee at the District level headed by the Chief Medical Officer, a representative of the Insurer and a representative of the District Administration.
- (t) Wherever deemed necessary the insurer may depute an investigator, to go into the merits of the case.
- (u) Any claim received under Section-I of this policy shall not prejudice other claims under other policies in respect of the same person.
- (v) State level monitoring committee consisting of the third party administrators of the insurers shall co-ordinate with CMO on behalf of the insured **and insurer** on monthly basis to review all pending claims.
- (w) The central monitoring committee, shall conduct quarterly review of all pending matters including all India pending claims. Assistant General

Manager, In-charge, Regional Office I, New Delhi, shall head this committee, with representation from the Ministry of Health and Family Welfare and other members as deemed fit.

In witness whereof these presents have been signed by:

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of The Oriental Insurance Co. Ltd  
duly authorised

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of Ministry of Health and Family Welfare,  
Government of India. For and on behalf of  
The President of India.

Witness:

Signature:

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## Annexure-X

### THE ORIENTAL INSURANCE COMPANY LTD.

#### POLICY – SCHEDULE

Regd. Office: ORIENTAL HOUSE P.B. NO.7037, A-25/27, Asaf Ali  
Road, New Delhi – 110002

Office Code	Policy Type	Special Contingency Policy
212800		

Policy Yr./No.	2006	463	Previous Policy Yr./No.	-	-	Covernote Number	-	-
Endt. Yr./No.	-	-	Endt. Effective Date	-	-	Covernote Date	-	-
Spl. Client Code	Xx	Dev. Off. Code	Xx	Agent Code	Xx	Total Premium : (Incl. Service Tax)	Rs. 8,26,50,000/-	

Name & Address of Insured P. No.	President of India Through the Deptt. of Health & Family Welfare, Ministry of Health & Family Welfare Govt. of India , Nirman Bhavan, New Delhi-110001	Policy Issuing Office Pin Code Fx/Tel.	The Oriental Insurance Co. Ltd.Divisional Office 16, 1st Floor 88 Janpath, New Delhi-110001 Fax – 011-23357325 Tel – 011-233251478-79	Policy Period From: 29/11/2005 12.00 Hrs. To: 28/11/2006 Mid Night
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Sum Insured/Limit of Liability: Section-I – Rs. 9 Crore Section – II – Rs. 9 Crore	
Premium @ Rs. 15 per person sterilized on estimated 50 lac persons sterilized during the year: Service Tax @ 10.2%:	Rs. 7,50,00,000/- Rs. 76,50,000/- ----- Rs. 8,26,50,000/-
Total Premium:	
IMPORTANT NOTICE: THIS IS THE PREMIUM COMPUTATION SCHEDULE ONLY. THE TERMS, CONDITONS AND EXCLUSIONS SHOULD BE ATTACHED TO THE SCHEDULE, IF THEY ARE NOT ATTACHED, PLEASE ASK FOR IT.	
Collection Number: 51-01/2014001784 Collection Date: 29.11.2005	For and on behalf of THE ORIENTAL INSURANCE COMPANY LTD
Sd/- Authorized Signatory	

**SPECIAL CONTINGENCY POLICY**  
**(DRAFT)**

**POLICY NO.:...212800/46/2006/463**

**FROM:29/11/2005 TO:28/11/2006.**

**A/C: DEPARTMENT OF HEALTH AND FAMILY WELFARE**  
**MINISTRY OF HEALTH AND FAMILY WELFARE**

**1) OPERATIVE CLAUSE:**

Whereas the insured as designated in the schedule hereto has, by proposal and declaration dated 22/11/2005 as stated in the schedule which shall be the basis of contract and is deemed to be incorporated herein, applied to THE ORIENTAL 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.

NOW THIS POLICY WITNESSETH that subject to the terms, conditions and exceptions contained herein or endorsed hereon the company will indemnify the beneficiaries as per benefits stated herein and the doctors/health facilities against their legal liability to pay compensation including defence costs, fees and expenses, during the period of insurance, anywhere in India in accordance with Indian Law subject to maximum of limit of liability per event, as stated in the schedule of the policy.

**2) INDEMNITY**

The indemnity under the policy shall apply as under:

**Section I**

The company shall indemnify the person undergoing sterilization operation / beneficiaras per the benefits and limits laid down under the policy. For the purpose of the insurancepolicy 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 direction/*guidelines of the* Ministry of Health and Family Welfare.

**Section II**

The Policy shall cover all sums which the insured or its doctor/health facility becomes legally liable to pay as damages to Third Party (*Beneficiary*) in respect of ERRORS and /or OMISSIONS on the part of the operating doctor/health facility, conducting sterilization operations, arising out of claims 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 and other terms, conditions and exceptions of the policy.

The indemnity under this section applies only to claims arising out of death of any person, undergoing or having undergone sterilization operation, or failure of sterilization operation, caused by or alleged to have been caused by error, omission or negligence in such operation by the Government doctor / any private accredited doctor/ health facility hired by the government for such operations.

Provided that in case the claimant has accepted indemnification under section I above, he will have no further claim/s under section II above.

**PROVIDED ALWAYS THAT**

**SECTION – I**

5. If the person, undergoing sterilization operation, dies during the stay in hospital for undergoing sterilization operation and the death occurs solely and directly due to complications arising out of sterilization operation, the insurer shall indemnify the spouse/children/legal heir as per the amount specified in the schedule of the policy.
6. If the person undergoing sterilization operation dies within thirty days from the date of discharge from the hospital after undergoing sterilization operation and the death occurs solely and directly due to complications arising out of sterilization operation, the insurer shall indemnify the spouse/children/legal heir as per the amount specified in the schedule of the policy.
7. If the person undergoing sterilization operation subsequently develops medical complications due to sterilization (certified by the CMO), reported within 60 days from the date of sterilization operation, the insurer shall reimburse the cost of treating such medical complication in hospital defined hereunder, as per the limit of amount specified in the schedule of the policy.
8. If the female conceives (duly certified by the CMO), after she or her husband has undergone sterilization operation, and such pregnancy is medically terminated thereby not leading to childbirth, the insurer shall compensate the person having undergone sterilization as per the amount specified in the schedule of the policy.
9. If the female conceives after she or her spouse having undergone sterilization operation, and such pregnancy leads to childbirth, the insurer shall compensate the person having undergone sterilization as per the amount specified in the schedule of the policy.

**SECTION – II**

- (a) Any professional indemnity claim, including the defense costs, fees and expenses during the period of insurance results in a claim being made in writing against the doctor during the policy period as stated in the schedule.
- (b) There shall be no liability hereunder for any claim made against the insured or its doctor/health facility for act committed or alleged to have been committed prior to the Retroactive Date specified in the Schedule.

***For the purpose of determining the Indemnity granted.***

- (x) **'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.
- (y) **'Period of Insurance'** means the period commencing from the retroactive date and terminating on the expiry date as shown in the policy schedule.
- (z) **'Beneficiary'** means the person entitled to claim benefits under the policy. In terms of this policy the beneficiary shall be the person undergoing sterilization operation and in event of his death the beneficiary shall mean his/her spouse as mentioned in the form for enrolment of sterilization operation at hospitals as defined below, within India. If such spouse expires before settlement of the claim, then the claim will be paid to children born out of such wedlock and in absence of any such child, the claim will be paid to the legal heir(s) of the deceased acceptor.
- (aa) **'Hospital'** means any institution or health facility (including mobile clinics) established by the Government of India/State Governments or Government bodies like Municipal Corporation, Panchayat Union, Primary Health Centers, and Government approved *or accredited Hospitals / Nursing homes /institution/health facility* for performance of sterilization surgeries/procedures.
- (bb) **'Health facility'** means any institution (including mobile clinic) established by the government of India/State Governments or Government bodies like Municipal Corporation, Panchayat Union, Primary Health Centres, and Government approved *or accredited Hospitals/Nursing home/institution for performance of sterilizaation procedures.*
- (cc) **'Proposer/Insured'** means “ The Department of Health and Family Welfare” under The Ministry of Health & Family Welfare, Government Of India. *(For the purpose of Sec.II of the policy the doctors performing sterilization operations & health facilities shall be deemed to be insured.)*
- (dd) **'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 sterilization operation.
- (ee) **'Failure of Sterilization Operation'** shall be deemed to have occurred when a female conceives after her or her spouse having undergone sterilization operation.
- (ff) **'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.

(j) 'Retroactive date' is the date when risk is first incepted under a claims made policy and thereafter renewed without break in the period of cover.

### **3. LIMIT OF INDEMNITY**

The limit of indemnity shall apply individually as under:

#### **Section I**

- |     |  |                            |
|-----|--|----------------------------|
| a)  | <b>Death in hospital due to sterilization operation</b>  | <b>Rs. 1,00,000/-</b>      |
| b)  | <b>Death due to sterilization operation, within 30 days from the date of discharge, from hospital after sterilization operation:</b> | <b>Rs. 30,000/-</b>        |
| c)  | <b>Expenses for treatment of medical complication due to sterilization operation (within 60 days of operation)</b>                   |                            |
|     | <i>Actual subject to a maximum of</i>  | <b><u>Rs. 20,000/-</u></b> |
| d): | <b>Failure of sterilization, not leading to child birth:</b>   | <b>Rs. 20,000/-</b>        |
| e): | <b>Failure of sterilization, leading to child birth:</b><br>(payable once only)  | <b>Rs. 20,000/-</b>        |

*Note: Provided Always that the Company shall not be liable under this policy for compensation under more than one of the foregoing sub-clauses in respect of the same eventuality except under sub-clause (d) or (e) under which the actual expenses mentioned under sub-clause (c) above, if incurred, may be considered in addition to those payable under (d) or (e) subject to the total sum insured of the two sub-clauses not being exceeded.*

The total liability of the Company under Section I of the policy shall not exceed Rs. 9,00,00,000/- during the period of insurance.

#### ***Section II***

The total liability of the company hereunder for damages **inclusive of Defence costs** shall not exceed the limit of indemnity set out in the Schedule i.e. Rs. 2,00,000/- in respect of any one incident. The limit of indemnity for each doctor during the policy period (*of one year*) shall not exceed four times the limit per event as specified in the policy schedule. The defense costs (as hereinafter defined) shall be borne by the company if incurred **in consultation with** the Company. The average cost of defense payable in each case shall be Rs. 15000/-, but higher amount of defense cost would be considered on merits on case-to-case basis.

The total liability of the Company **inclusive of Defence costs** under Section II of the policy shall not exceed Rs. 9,00,00,000/- during the period of insurance.

#### a) **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 against the Insured provided such claim or claims are the subject of indemnity by the Policy. Such costs, fees and expenses are called 'Defence costs'.

b) 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.

c) Extended claim reporting clause

In the event of non renewal or cancellation of this Policy by the Company, the Company will allow a time limit not exceeding 90 days\_ from the date of expiry or cancellation of the policy, provided no insurance is in force during this extended reporting period for the same interest, for notification of claims for eventualities which had taken place during the period of insurance but could not be made during the policy period, provided however, all claims made during the extended reporting period shall be handled as if they were made on the last day of the expiring policy period and are subject to the limits of indemnity and the terms , conditions and exceptions of the policy.

d) 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.

#### **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 or ordinance.
- ii) Any claims arising out of any other cause of action except for conduct of sterilization operation.
- iii) Third Party Public Liability.

## Exclusions under Section I

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

- v) 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.
- vi) Claims arising due to any reason, other than attributable to sterilization operation.
- vii) Claims arising due to intentional self-injury/suicide at any time during the stay in the hospital or at any time after discharge.
- viii) Death or Medical complications resulting from non-observance of or deviation by the acceptor, with regard to any standard medical precautions or practice prescribed by the doctor after discharge from hospital.
- ix) Any death or complication arising due to condition directly or indirectly caused by or associated with HIV/AIDS or any venereal diseases.
- x) 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.
- xi) All claims directly or indirectly caused by or contributed to by nuclear weapons/materials.
- xii) Death or Medical complications whilst **the doctor who is operating is** under the influence of intoxicating liquor or drugs.
- xiii) Death or medical complications resulting directly or indirectly from procedures for medical termination of pregnancy or during childbirth.

## Exclusions under Section II

The performance of sterilization operations by any doctor other than those qualified and authorized to do so.

Claims arising out of any procedure carried out under general anesthesia unless performed in a 'Hospital'.

Claims arising due to the use of drugs for weight reduction.

Claims made against the Insured or its accredited doctors for the performance of any surgery other than sterilization operations.

Claims arising from any condition directly or indirectly caused by or associated with Human T-cell Lymphotropic Virus type III (HTLV 111) or LYMPHADENOPATHY ASSOCIATED VIRUS (LAV) or the mutants derivatives or variations thereof or in any way related to Acquired Immune Deficiency Syndrome or any Syndrome or condition of a similar kind howsoever it may be named.

This Policy also does not cover liability:

1. arising out of deliberate, willful or intentional non compliance of any Statutory provision.
2. arising out of loss of pure financial nature such as loss of goodwill, loss of market etc.
3. arising out of all personal injuries such as libel, slander, false arrest, wrongful eviction, wrongful detention, defamation, etc. and mental injury, anguish or shock.
4. arising out of fines, penalties, punitive or exemplary damages.
  - v) directly or indirectly occasioned by happening through or in consequence of war, invasion , act of foreign enemy , hostilities (whether war be declared or not), civil war, rebellion , revolution, insurrection or military or usurped power.
  - vi) directly or indirectly caused by or contributed by
    - a) ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
    - b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
    - c) in respect of professional services rendered by the doctor prior to the Retroactive Date in the Schedule.
    - d) the deliberate conscious or intentional disregard of the insured's technical or administrative management of the need to take all reasonable steps to prevent claims.
  - vii) **Services rendered by the doctor while in the influence of intoxicants or narcotics or drugs.**

## **5. CONDITIONS**

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

5.2 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.

**5.19 The Company will have the right but in no case the obligation to take over and conduct in the name of the insured the defence of any claims and will have full discretion in the conduct of any proceedings and in the settlement of any claim and having taken over the defence of any claim may relinquish the same. All amounts expended by the 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 rights under this condition.**

5.4 The Insured shall give all such information and assistance as the Company may reasonably require.

5.5 The insured shall give notice as soon as reasonably practicable of any fact, event or circumstances 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.

5.6 The Company may at any time pay to the (*Beneficiary*) in connection with any claim under this policy to which an indemnity limit applies the amount of such limit (after deduction of any sums already paid) or any lesser amount for which such claims can be settled and upon such payment being made the Company shall relinquish the conduct and control of and be under no further liability in connection with such claims.

5.7 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.

5.8 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.

5.9 This policy may be cancelled by the insured by giving thirty days' 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.

1. 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 unexpired period of Insurance. The company shall, however, remain liable for any claim that arose prior to the date of cancellation.

5.11 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.

5.12 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 by 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.

5.13 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.

5.14 Such evidence as the company may from time to time require shall be furnished and the post-mortem examination report be furnished where necessary.

5.15 All the certificates/ reports shall be examined and certified to be true and correct by the **Quality Assurance** Committee appointed by the Government Of India/**State Government/Union Territory Government** through Director of Family Welfare.

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

5.17 No compensation payable under this policy shall carry any “interest” and the claims shall be payable in Indian currency only.

1. The premium mentioned in the schedule of the policy being provisional and having been calculated at Rs.15/- per case for an estimated number of 5000000 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.

5.9 The claims experience under the policy shall be reviewed every year and policy shall be renewed with mutual agreement.

5.10 The claims settlement will be decentralized at States/District level and the nominated Third Party Administrators of the insurer will integrate with existing state level machinery of the Health Ministry.

5.21 The Geographical Limit of the policy is within India only.

5.22 If any dispute or difference shall arise as to the quantum to be paid under the policy (liability being otherwise admitted )such difference shall in dependently of all other

questions be referred to the decision of a sole arbitrator to be appointed in writing by the parties or if they cannot agree upon a single arbitrator within 30 days of any party invoking arbitration the same shall be referred to a panel of three arbitrators, comprising of two arbitrators , one to be appointed by each of the parties to the dispute / difference and third arbitrator to be appointed by such two arbitrators and arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.It is clearly agreed and understood that no difference or dispute shall be referable to arbitration as herein before provided, if the Company has disputed or not accepted liability under or in respect of this policy.

It is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this policy that award by such arbitrator/ arbitrators of the amount of the loss or damage shall be first obtained.

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