

পশ্চিম্বঙ্গ पश्चिम बंगाल WEST BENGAL

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This MEMORANDUM OF UNDERSTANDING is made on this 24<sup>th</sup> of February, 2024 between National Insurance Co Ltd. Having its Registered Office at Premises No. 18-0374, Plot No CBD-81, Newtown, Kolkata-700156. Kolkata Regional Office – I, National Insurance Building, 8, India Exchange Place, 5<sup>th</sup> floor, Kolkata – 700 001 & Divisional Office- X, at 24, C. R. Avenue, 4th Floor, Kolkata- 700012 (hereinafter referred to as NICL) of one part and KOLKATA POLICE having its Head Quarters at Lalbazar, Kolkata –700001 of the 2<sup>nd</sup> part.

- All employees under the pay roll of Kolkata Police may opt for this <u>GROUP</u> MEDICLAIM POLICY.
- 2. The Policy would be on "named basis" and will be effective from 24/02/2024 and valid upto the midnight of 23/02/2025 with quarterly premium installment mode of payment.

Subject to the terms, conditions, exclusions and definitions contained herein or endorsed or otherwise expressed hereon, if during the period of continuation of this Group Mediclaim Policy, any insured person contact any disease or suffer from any illness or sustain any bodily injury through accident and if such disease/illness/injury shall require any such insured person, upon the advice of a duly qualified Physician/Medical Specialist/Medical Practitioner/Surgeon, to incur hospitalization expenses for medical /surgical treatment at any Nursing Home/Hospital in India, NICL will pay to the insured person the amount of such expenses as would fall under different heads mentioned herein after, but not exceeding the sum insured for the person in any one period of insurance.

However no cost of domiciliary treatment shall be covered.

- 4. "HOSPITAL/NURSING HOME" A hospital means any institution established for Indoor Care and Day Care treatment of Illness and / or Injuries and which has been registered as a Hospital with the local authorities under the Clinical Establishment (Registration and Regulation) Act, 2010 or under the enactments specified under the schedule of Section 56(1) of the said Act OR complies with all minimum criteria as under:
  - has at least 10 inpatient beds, in those towns having a population of less than 10,00,000 and at least 15 inpatient beds in all other places;
  - has qualified nursing staff under its employment round the clock;
  - has qualified medical practitioner (s) in charge round the clock;
  - has a fully equipped operation theatre of its own where surgical procedures are carried out
  - maintains daily records of patients and will make these accessible to the Insurance company's authorized personnel.
- 5. The term "HOSPITAL/NURSING HOME" shall not include an establishment which is a place of rest, a place for the aged, a place for drugaddicts or place of alcoholics, a hotel or a similar place.

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- "SURGICAL OPERATION" means manual and/or operative procedures for correction of deformities or defects, repair of injuries, diagnosis and cure of disease, relief of suffering and prolongation of life.
- 7. DAY CARE: Expenses on hospitalization for minimum period of 24 hours are admissible. However this time limit is not applied to specific treatments i.e. Dialysis, Chemotherapy, Radiotherapy, Eye Surgery, Lithotripsy (Kidney Stone Removal), Tonsillectomy taken in the Hospital/ Nursing Home and the insured is discharged on the same day, the treatment will be considered to be taken under Hospitalization Benefit. However Continuous Ambulatory Peritoneal dialysis (CAPD) is not under coverage.

Treatment normally taken on an out-patient basis is not included in the scope of this definition.

- 8. "ANY ONE ILLNESS" means continuous Period of illness and it includes relapse within 45 days from the date of last consultation with the Hospital/Nursing Home where treatment may have been taken. Occurrence of same illness after a laps of 45 days as stated above will be consider as fresh illness for the purpose of this policy.
- 9. REASONABLE AND CUSTOMARY CHARGES: Reasonable charges means the charges for services or supplies, which are the standard charges for the specific provider and consistent with the prevailing charges in the geographical area for identical or similar services, taking into account the nature of the Illness / Injury involved.
- 10. 'MEDICAL PRACTIONER' is a person who holds a valid registration from the Medical Council of any State or Medical Council of India or Council for Indian Medicine or for Homeopathy set up by the Government of India or a State Government and is thereby entitled to practice medicine within its jurisdiction; and is acting within the scope and jurisdiction of his license. Note: The Medical Practitioner should not be the insured or close family members.

- 11. 'QUALIFIED NURSE' Qualified nurse is a person who holds a valid registration from the Nursing Council of India or the Nursing Council of any state in India.
- 12. FAMILY: The maximum family size available under the Plan-A of the scheme is 1+3 i.e. Self (Primary member) + Spouse + 2 dependent children(or dependent brother and sister) not exceeding 4 (four) in all and under Plan-B of the scheme is 1+5 i.e. Self (Primary member) + Spouse + 2 dependent children (or dependent brother and sister) + Parents/Parents In-laws not exceeding 6 (Six) in all (either parent(s) or in-laws, not combination of both). After expiry of primary member the spouse and other dependent members are not allowed to renew the policy in the next year. However, the family members of the deceased primary member or deceased retired employee shall be allowed for the full tenure of the current policy if they wish to continue and pay the balance amount of premium for the current year. The Retired employees will not be allowed to be a member if they have not continued the policy since retirement.
- 13. Enrollment to be completed within 31/03/2024. Enrollment of new joinee to be completed within 15<sup>th</sup> of the succeeding month with full premium based on Plan opted (Plan A or Plan B).
- DEPENDENT: The term Dependent shall mean financial dependence on the primary member i.e. employee of Kolkata Police Force and shall include children below the age of 21 years. However for children who are enrolled with any recognized educational institution as students the age limit will be 25 years. For dependent daughters, who are unmarried, age will not be considered. Age will also not be considered for dependent sisters who are unmarried or widow. In case of dependent brothers the maximum age limit will be 21 years. However for physically disabled brother/son who is financially dependent on the primary member, age will not be considered.

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- 15. **RETIRED EMPLOYEES:** The Retired employees, who are willing to remain in the group coverage, may also be covered on 1 + 1 basis (Plan A) i.e. the retired employee and his/her spouse shall be covered.10% co-payment for retired employees and their spouses in each and every claim.
- 16. **SUM INSURED:** The Sum Insured per family (Floater): Rs. 2,00,000/-(Rupees Two lakh only).
- 17. MATERNITY BENEFIT: The scheme is extended to include maternity expenses as per Standard National Group Mediclaim Policy with the following maximum payable amount:

a) Normal Delivery

: Rs.12,000/- (Maximum Payable)

b) Cesarean Delivery (LUCS) :Rs.20,000/- (Maximum Payable)

However claim in respect of delivery for only first two children and/or operations therewith will be considered for payment. A certification regarding this from the Reserve Officer will have to be submitted for reimbursement. Treatment related to any other complications/illness related to pregnancy shall be covered within the limit of maternity benefit.

This will be covered from the date of inception of the policy or an employee becoming the member whichever is later but without pre and post hospitalization expenses only.

Self and spouse are eligible for maternity benefit.

Baby Day 1 coverage: New born babies regarding first two children will be covered as per Standard National Group Mediclaim Policy terms and conditions.

18. **ROOM RENT**: The limits for Bed charges and ICCU charges are as follows

Bed Charges Per Day

Rs.1,200/-

ICCU Charges Per Day

Rs.2,400/-



- 19. CATARACT OPERATION Maximum limit Rs. 14,500/-
- 20. CORPORATE BUFFER: Provision of Corporate Buffer is being kept for this year and is to be disbursed after settlement of regular claim i.e. Cashless and Reimbursement in respect of the following critical illness only:
  - a) Chronic Renal failure.
  - b) Major Cardiac Surgeries including Angioplasty
  - c) Cancer with distant Metastasis.
  - d) On duty RTA (Road Traffic Accident)
  - e) Neuro Surgery

The Buffer payment up to a maximum of Rs. 50 lakhs will be included under the Policy.

The disbursement of Corporate Buffer will be made with the approval of Addl. CP (In-charge of KPGM), recommended by Jt. CP (MOD), in charge of KPGM, Kolkata under intimation to NICL. The Buffer will be sanctioned for the above disease only after discharge of patient from the hospital on the basis of final bill. No advance buffer will be sanctioned to the hospital. The payment from Corporate Buffer shall be up to the maximum of Family Floater Sum Insured for the concerned family i.e. INR 2,00,000 (Two Lakhs) and it shall be restricted to only for 5 diseases as stated above.

- 21. The Policy is extended to cover pre-existing illness.
- Maternity Benefit including for New Joinees shall have waiting period (9 months) as per Standard National Group Mediclaim Policy.
- 23. Expenses incurred for Ayurvedic/Homeopathic/Unani Treatment are admissible up to 25% of the sum insured provided the treatment for illness/disease and accidental injuries, is taken in a Government hospital or in any institute recognized by Government or accredited by Quality Council

Of India / National Accreditation Board on Health, excluding centers for spas, massage and health rejuvenation procedures.

- 24. Hospitalization expenses (excluding cost of organ) incurred on the donor during the course of organ transplant to the insured person. The Company's liability towards expenses incurred on the donor and the insured recipient shall not exceed the sum insured of the insured person receiving the organ.
- Pre-hospitalization and post-hospitalization expenses are not covered under this scheme.
- 26. The amounts payable under:
  - Surgeon, Anesthetist, Medical Practitioner, Consultants, Specialists Fees.
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Anesthesia, Blood, Oxygen, Operation Theatre Charges, Surgical Appliances, Medicines & Drugs, Diagnostic Materials and X-ray, Dialysis, Chemotherapy, Radiotherapy, Cost of Pacemaker, Artificial Limbs & Cost of Organs and similar expenses shall be at the rate applicable to the entitled room category. In case of admission to a room/ICU/ICCU at rates exceeding the limits as mentioned under clause 16, the reimbursement/payment of all other expenses incurred at the Hospital, with the exception of cost of medicines, shall be affected in the same proportion as the admissible rate per day bears to the actual rate per day of room rent/ICU/ICCU charges.

- 27. If intimation of claims is made after 30 days, co-pay of 10% will be applicable. This co-pay will be over and above all other conditions of policy.
- 28. Reasonable and customary clause shall remain an operating part of this policy.
- 29. For those hospitals where NICL is having PPN network, the rate will be lower of PPN rates or WBHS rates. If any employee opts for any rate/package which is other than what has been agreed in PPN or WBHS he/she shall

- indemnified. For the given procedure in PPN and WBHS, only agreed rates will be approved, whether claim submitted through cashless or reimbursement mode.
- 30. Treatment for dog bite on OPD basis has been included in this policy for first 100 claims only subject to expenses of maximum Rs.3,000/- (Rupees Three thousand only) in each case.
- 31. AMBULANCE CHARGES: Ambulance charges will be reimbursable subject to maximum Rs.1,000/hospitalization in case patient has to be shifted from residence to hospital for admission in Emergency Ward or ICU or from one Hospital to another Hospital by fully equipped ambulance for better medical facilities.
- 32. <u>CONSERVATIVE TREATMENT</u>: The expenses for conservative treatment (below mentioned 16 diseases/illnesses) through CASHLESS may be considered as per the West Bengal Government Health Scheme Package Rates.

Sl. No.	DISEASES
1	Fever Unknown Origin
2	Jaundice / Hepatitis / Chronic Liver Disease
3	Malaria/Typhoid
4	UTI
5	Acute gastroenteritis
6	Gastritis
7	Pneumonia
8	Tuberculosis
9	Respiratory Tract Infection (both Lower/Upper)
10	Chronic Obstructive Pulmonary Disease (Asthma)
11	Cervical spondylosis, Lumber spondylosis/LBP
12	Hypertension Management
13	Diabetes Management
14	Colitis
15	Pain Abdomen
16	POP Fracture





- 33. <u>TIE-UP HOSPITALS</u>: Empanelment and de-empanelment of hospitals would be done on the basis of recommendation of TPA, followed by approval of NICL & Kolkata Police Authority. TPA is directed to include the hospitals more specially in the district of West Bengal who are agreed to give their service according to the WBHS rate with prior approval of the Kolkata Police authority and NICL.
- 34. West Bengal Government Health Scheme packages would be applicable to expenses of treatment charged by hospitals without compromising the quality of treatment. A committee comprising of at least six senior officers two each from Kolkata Police force, TPA &NICL would be formed to consider & monitor the aspects of empanelment of Hospitals based on discounted rates as per West Bengal Government Health Scheme packages. Those procedures which are not covered under West Bengal Government Health Scheme packages and other medical management (conservative) treatments, separate rates would be mutually discussed & finalized with respective hospitals by TPA medical team with approval of the Committee.
- 35. Furthermore all the empanelled hospitals should have insurance/TPA helpdesks on 24 x 7 basis to facilitate discharge of patients even on Saturdays, Sundays and other holidays.
- 36. GENERAL EXCLUSIONS: The Insurer (NICL) shall not be liable to make any payment under this Policy in respect of any expenses whatsoever incurred by any Insured Person in connection with or in respect of:
  - a) 20% of each and every claim arising out of hospitalization, in respect of parents/parents in-laws during the policy period. Co-payment amount paid by the concerned claimant should be substantiated by proper receipts & similar other documents and the said documentary evidences must be available in the corresponding claim file.

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- b) War invasion, Act of foreign enemy, War like operations, Nuclear weapons, ionizing radiation, contamination by radio activity, by any nuclear fuel or nuclear waste or from the combustion of nuclear fuel.
- c) Circumcision, cosmetic or aesthetic treatment, plastic surgery unless required to treat injury or illness.
- d) Vaccination & Inoculation.
- e) Cost of braces, equipment or external prosthetic devices, non-durable implants, eyeglasses, Cost of spectacles and contact lenses, hearing aids including cochlear implants, durable medical equipment.
- f) All types of Dental treatments except arising out of an accident.
- g) Convalescence, general debility, 'Run-down' condition or rest cure, obesity treatment and its complications, congenital external disease/defects or anomalies, treatment relating to all psychiatric and psychosomatic disorders, infertility, sterility, use of intoxicating drugs/alcohol, use of tobacco leading to cancer.
- h) Bodily injury or sickness due to willful or deliberate exposure to danger (except in an attempt to save human life), intentional self-inflicted injury, attempted suicide arising out of non-adherence to medical advice.
- Treatment of any Bodily injury sustained whilst or as a result of active participation in any hazardous sports of any kind.
- j) Treatment of any bodily injury sustained whilst or as a result of participating in any criminal act.
- k) Sexually transmitted diseases, any condition directly or indirectly caused due to or associated with Human T-Cell Lymphotropic Virus Type III (HTLB-III) or lymphotropathy Associated Virus (LAV) or the Mutants Derivative or Variation Deficiency syndrome or any syndrome or condition of a similar kind commonly referred to as AIDS.

- Diagnosis, X-Ray or Laboratory examination not consistent with or incidental to the diagnosis of positive existence and treatment of any ailment, sickness or injury, for which confinement is required at a Hospital.
- m)Vitamins and tonics unless forming part of treatment for injury or disease as certified by the attending Medical Practitioner.
- n) Naturopathy Treatment.
- o) Instrument used in treatment of Sleep Apnea Syndrome (C.P.A.P.) and continuous Peritoneal Ambulatory dialysis (C.P.A.D.) and Oxygen Concentrator for Bronchial Asthmatic condition.
- p) Genetic disorders and stem cell implantation / surgery.
- q) Domiciliary Hospitalization.
- r) Treatment taken outside India.
- s) Experimental Treatment, Unproven treatment.
- t) Change of treatment from one system to another unless recommended by the consultant / hospital under whom the treatment is taken.
- u) Any expenses relating to cost of items detailed in Annexure I: Non Medical expenses of NICL.
- v) Service charges or any other charges levied by hospital, except registration/admission charges.
- w)Treatment for Age Related Macular Degeneration (ARMD), treatments such as Rotational Field Quantum Magnetic Resonance (RFQMR), External Counter Pulsation (ECP), Enhanced External Counter Pulsation (EECP), Hyperbaric Oxygen Therapy. For Intravitreal injection, 10% of sum insured will be applicable (Where WBHS rates are not applicable).

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- x) Treatment arising from any accident arising due to any hazardous activity including Scuba diving, Motor racing, Parachuting, Hand Gliding, Rock or Mountain climbing etc. unless agreed by the insurer.
- y) Out-patient diagnostic/medical/surgical procedure/treatments, non-prescribed drugs/medical supplies/ hormone replacement therapy, sex change irrelevant investigation, stem cell implantation external/ durable medical/ non-medical equipment, non-medical expenses, ayurvedic massage treatments etc. or any treatment related to this.
- 37. PREMIUM: The total quarterly premium per family under Plan-A would be Rs.2,400/- (Rupees Two Thousand Four Hundred only) [Rs. 9,600/- (Rupees Nine Thousand Six Hundred Only) annually] and under Plan-B would be Rs.3,700/- (Rupees Three Thousand Seven Hundred Only) [Rs. 14,800/- (Rupees Fourteen Thousand Eight Hundred Only) annually], both including GST.

For Retired Employees, The total quarterly premium per family under <u>Plan-A</u> would be Rs.2,825/- (Rupees Two Thousand Eight Hundred and Twenty Five only) [Rs. 11,300/- (Rupees Eleven Thousand Three Hundred Only) annually], including GST.

Quarterly premium installments of 25%, 25%, 25% & 25% are to be made. Initial Token amount of Rs 50 lakhs to be paid before 24/03/2024. Balance amount of first installment to be paid on or before 07/03/2024. Subsequent installments shall be paid on or before the 7th of each quarter i.e. 2nd installment on or before 07/06/2024, 3nd installment on or before 07/09/2024 and last installment on or before 07/12/2024. This is to comply with the provisions of Section 64(VB) of Indian Insurance Act, 1938. The employee of Kolkata Police Force may opt either of the two Plans as per their requirements and would be enrolled accordingly. However option of choosing either of the two plans is to be confirmed and submitted by the employees of Kolkata Police Force to Reserve Officers before the commencement of the risk and no subsequent midterm change of Plan would be allowed. Furthermore, no mid-term inclusion (excluding new recruits, new marriage and child birth) and quitting of

members would be allowed during the policy period. The policy will be valid only if all 4 installments are paid on or before due date of every quarter as per Section 64 (VB) in the Insurance Act, 1938.

- 38. All cashless re-imbursement claim intimation to be completed by midnight (00:00 hrs) of 23<sup>rd</sup> February, 2025. Only in case of exigencies, for claims pertaining to 23<sup>rd</sup> February 2025, intimation may be extended by 24 hrs.
- THIRD PARTY ADMINISTRATOR (TPA): One Third Party Administrator 39. (TPA) would be entrusted to service the policy. For this year Medi Assist Insurance TPA Pvt. Ltd. is entrusted to discharge the duties of TPA with regard to this policy. Based on the options of either of the two Plans as confirmed by the employee(s) the entrusted TPA would complete the procedure of enrollment of primary members and their dependent family members. The authorized TPA is also to man the counter at Lalbazar and is to ensure cash less authorization (both pre-authorization and final authorization) on 24x7 basis to facilitate admission/discharge of patients on holidays. One responsible person having well conversant with the Kolkata Police Health Claim matters would be deputed as Nodal Officer at the said Mediclaim Cell at Lalbazar. All cashless queries and submission of reimbursement claim files would be handled from the Lalbazar counter and at the same time the complaints would be reviewed by him. The NICL reserves the right to access the said TPA office at Lalbazar and if necessary to take custody of claim files on requisition, for scrutiny and audit purposes.

## 40. Health Checkup:

All primary members above 40 years of age may avail free health checkup facilities at different A Grade Hospitals / Nursing Home in Kolkata. This window will be open from 1<sup>st</sup> June 2024 to 30<sup>th</sup> September 2024. Details of the Health Checkup Test are as follows:

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Lipid Profile
 Cholesterol, Triglycerides, HDL

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Cholesterol, Non HDL
Cholesterol, VLDL
Cho L/HDL Ratio,
LDL/HDL Ratio

- 2. Complete Blood Count (HB, TLC, RBC, DC, ESR, Platelets Count)
- 3. Glucose Random
- Liver Function Test
   Bilirubin Total, Direct & Indirect, SGOT, SGPT, AST/ALT Ratio, ALP,
   Total Protein, Albumin, Globulin, AfG Ratio
- 5. Blood Urea
- 6. Creatinine
- 7. ECG

Doctor's Opinion / recommendations will be provided along-with the reports.

- 41. **REVIEW MEETING:** Quarterly meetings would be held between the Committee members (as mentioned in Para 34) to review the performance in its entirety followed by review of claim ratio as well as rate of premium. First meeting would be held in June, 2024.
- 42. The reimbursement claim files submitted at Lalbazar counter should be disposed by TPA within 30 days from the date of receipt of those files provided no further query is raised.
- All claims related to Kolkata Police, both Cashless authorization, cashless and reimbursement claims will be processed in Kolkata and disbursement of payment would be made through RTGS/NEFT. The reimbursement claims are to be given priority at the time of settlement of claims. The TPA is to ensure that a patient getting admitted for treatment of diseases for which Package has been worked out as per West Bengal Government Health Scheme packages within empanelled hospitals is strictly adhered to. Under such cases the patients are not to be charged anything extra for medical expenses covered under the Standard Mediclaim Policy.

The Package Rates/Discounted rates worked out as per West Bengal Government Health Scheme packages and consented by the Empanelled Hospitals referred hereinafter forms a part of the agreement. Medical Reimbursement claims will be processed as per Gr. 'A' WBHS hospital rate irrespective of grade for non-network hospitals. No reimbursement would be allowed if treated in any network hospital (enlisted in KPGM Policy).

44. PERFORMANCE REVIEW: The continuance of the appointed TPA is subject to review of their monthly performance. TPA and NICL should play proactive role and should take adequate measures to keep the claim ratio under check. Jt. CP (MOD) to be kept informed of all these necessary steps from time to time.

\*\*No terms and conditions as given in our letter dated 05/02/2024 and MOU dt 24.02.2024 can be changed without the consent of both the parties of this contract.

SIGNATURE FOR AND ON BEHALF OF

Jt. Commission Force Modernisation, Kolkata

Date:

Date:

Witness:

KP Group Mediclaim

National Insurance Co. Ltd.

NAT:

KUNTAL ROY KOLKATA D.O. -X

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मंडल -X / Division-X कोलकाना-700 012 / Kolkata-700 012

प्रबंधक / Sr. Divisional Manager इन्थ्योरेन्स कंपनी लिमिटेड

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NATIONAL INSURANCE

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