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महत्वपूर्ण सरकारी आज्ञायें।

**DEPARTMENT OF INFORMATION & PUBLIC RELATIONS
NOTIFICATION**

Jaipur, June 03, 2019

No. F09(2) Sampark/ Mediclaim/2017-18.-The Governor is hereby pleased to notify the “Rajasthan State Accredited Journalists Cashless Mediclaim Facility Scheme, 2019” for accredited Journalists of Rajasthan, to provide Cashless Mediclaim insurance facility to the accredited Journalists of Rajasthan as under, namely:-

**THE RAJASTHAN STATE ACCREDITED JOURNALISTS CASHLESS
MEDICLAIM FACILITY SCHEME, 2019**

1. Short title and commencement,- (1) This Scheme may be called “The Rajasthan State Accredited Journalists Cashless Mediclaim Facility Scheme, 2018”.

(2) **This Scheme shall deemed to come into force with effect from 1st March, 2018.**

2. Eligibility.-

a) This Scheme shall apply to accredited Journalists of Rajasthan.

b) This Scheme shall also apply to the eligible accredited Journalists and their following dependent family members:-

(i) spouse

(ii) two dependent children upto the age of 21.

(iii) Father and mother.

3. This Scheme shall not be applicable to the accredited Journalists whose recognition has been suspended or cancelled.

4. Definitions.- In this Scheme, unless there is anything repugnant in the subject or context:-

a) **ACCREDITED JOURNALISTS** means Journalists of Rajasthan having valid accredited recognition under “The Rajasthan Press Pratinidhi Adhiswikaran Niyam, 1995” (Rajasthan Press Representatives Accreditation Rules, 1995) at the time of **commencement** of the cashless mediclaim

insurance policy and remained accented during the currency of the said policy.

- b) **ACCIDENT** or **ACCIDENTAL** means a sudden, unforeseen and unexpected event happening by chance.
- c) **Director/Commissioner** means the Director/Commissioner, Department of Information & Public Relations, Government of Rajasthan, (DIPR) Jaipur.
- d) **Fund** means the Rajasthan Patrakar aur Sahityakar Kalyan Kosh.
- e) **DISEASE** means a pathological condition of a part, organ, or system resulting from various causes, such as infection, pathological process, or environmental stress, and characterized by an identifiable group of signs or symptoms.
- f) **NJURY** or **INJURIES** means any physical, external, **ACCIDENTAL** bodily **INJURY** occurring suddenly in time and resulting solely and independently of any other cause or any physical defect or infirmity existing before the Period of Insurance.
- g) **HOSPITAL/ NURSING HOME** means an establishment which:
- a) is registered as such with a local authority and is under the supervision of a registered and qualified Medical Practitioner; and operates for the reception, care and treatment of sick ailing or injured persons as in-patients; and
- b) provides organized facilities for diagnosis and medical and surgical treatment at all times; and is not primarily a day clinic, rest or convalescent home or similar establishment and is not, other than incidentally, a place for the treatment of alcoholics or drug addicts, rehabilitation center; Physiotherapy center ; Psychotherapy center
- OR
- a) has a fully equipped operation theatre of its own wherever surgical operations are carried out; and
- b) provides nursing care and has a Physician or a staff of Physicians actually on the premises at all times; and
- c) has at least 10 in-patient beds at all times.
- h) **DEPENDENT FAMILY** The family of the accredited journalist shall include the accredited **journalist**, his/ her dependent spouse, **two** dependent

children upto 21 years of age and dependent parents. The parents shall be regarded as wholly dependent upon the journalist, if-

- a) they normally reside with the Journalist at the place of his/ her duty; and
- b) their total monthly income from all sources does not exceed Rs.5, 000/- per month.

Note: Every accredited journalist shall have to provide details of the family & photographs for preparing the database & for issuing identity cards in the prescribed form at the time of enrolment as a beneficiary. He/she shall also submit an affidavit to the effect that his/her parents normally reside with the Journalist at the place of his/her duty and their total monthly income from all sources does not exceed Rs.5,000/- per month, otherwise the benefit of this cashless mediclaim facility will not be provided by the Service Provider/TPA.

- i) **INSURED PERSON** means anyone for whom premium has been paid. **INSURED PERSON** will include any one or more of the following:
 - a) Dependent Spouse of the **INSURED PERSON**
 - b) Two Dependent Children of the **INSURED PERSON** upto the age of 21
 - c) Dependent Parents of the **INSURED PERSON**
- j) **MEDICAL PRACTITIONER** means a person currently; legally licensed and registered by the Medical Council of respective State. The term **MEDICAL PRACTITIONER** includes qualified physicians, specialists and surgeons.
- k) **PER OCCURRENCE LIMIT** means maximum amount that can be paid to the Hospital/ Nursing Home for **ANY ONE ILLNESS** covered under the scope of the policy.
- l) **POLICY** means the Insurance policy issued by the service provider company.
- m) **POLICY HOLDER** means the Director/Commissioner, Department of Information and Public Relations, Government of Rajasthan (DIPR).

- n) **PRE-EXISTING CONDITION** means any **DISEASE** or **INJURY** for which medical advice, diagnosis, care or treatment:
- a) was received by;
 - b) was recommended to; or
 - c) would have been sought by a reasonably prudent person,
- o) prior to becoming insured. **PRE-EXISTING disease of an accredited journalist and his/ her dependents will be covered under these rules.**
- p) **QUALIFIED NURSE** means a person who holds a certificate of a recognized nursing council and who is employed on the recommendations of an attending medical practitioner.
- q) **SURGICAL OPERATION** means manual and/ or operative procedures for correction of deformities and defects, repair of injuries, diagnosis and cure of diseases, relief of suffering and prolongation of life.
- r) **SERVICE PROVIDER/INSURER** means a person or any entity who is registered with Insurance Regulatory and Development Authority of India (IRDA) and authorized to provide cashless Group Mediclaim Insurance.
- s) **TPA** means a Third Party Administrator as mentioned in the Policy, who is licensed by the Insurance Regulatory & Development Authority (IRDA) and is engaged for a fee or remuneration by whatever name called as may be specified in the agreement with the Company for providing Health Services to the **INSURED PERSON**.

5. **Cashless facility.-** Cashless facility shall be provided to the Insured Persons for all indoor treatments/surgeries taken by them in a Government or private working Hospitals/Nursing Homes in India. If a package rate is prescribed by Central Government Health Scheme (C.G.H.S.) for such treatment/surgery, the total amount charged by the Hospital/Nursing Home where treatment/surgery is taken is not in the approved list of the Service Provider for providing cashless benefit, the Insured Person shall inform TPA, Service Provider Insurance Company and DIPR within 24 hours of admission and submit his/her claim in specified format along with the original vouchers to the Jaipur office of the Service Provider. The Service Provider shall make payment to the Insured Person within 30 days of receipt of the claim is in order. If any objection is raised in the claim, that shall be referred to the Insured Person within 30 days.

6. Administration of the Scheme.-

(a) A Co-ordination Committee at the State Level would be constituted by the State Government to administer, implement, monitor and review the Cashless Medclaim Insurance Scheme. The Committee shall also redress the grievances relating to this scheme.

(b) The Committee at State level would be constituted as follows:-

1.	Director & Joint Secretary, Information & Public Relations	-	Chair-person
2	Director, Medical & Health, Rajasthan, Jaipur	-	Member
3.	Additional Director, GIS, SI&PF, Rajasthan	-	Member
4.	One representative of Accredited Journalists	-	Member
5.	Chairman, JAAR	-	Member
6.	Chairman, Pink City Press Club Limited	-	Member
7.	Chairman, Shramjeevi Patrakar Sangh	-	Member
8.	Representative of Jar	-	Member
10.	Additional Director (Administration), I&PR	-	Member Secretary

7. Enrollment of Beneficiaries.- Data base and details of Accredited Journalists and their family members will be provided by DIPR in both hard and soft copy to the Service Provider/Insurer.

8. **Selection of Service Provider/Insurer.-** The Director/Commissioner of DIPR shall select every year either State Insurance and General Provident Fund Department, Government of Rajasthan as a Service Provider/Insurer or through Open Competitive bidding method on e-procurement bid who may be selected as a Service Provider/Insurer to provide Cashless Group Medclaim Insurance to the Rajasthan State Accredited Journalists and their family members.

9. **Duration of Policy.-** This cashless Policy for Group Medclaim Insurance will be taken for Rajasthan State Accredited Journalists and their family members for sum assured of Rs. 3 lacs for each accredited journalist and his/her family members for a period of 12 months from the date of issue of the Policy. The exact number of beneficiaries of the Policy may vary due to additions or deletions in the number of the accredited journalists during the

period of the Policy and Family members of accredited journalists may also be added any time during the period of Policy due to marriage and new born baby.

10. **I.D. Card.-** I.D. Card will be issued by DIPR/Insurer along with the names of family members. All the contact information (sms channel, telephone no., e-mail id, etc.) shall be displayed on the card.

11. Premium.-

- (a) The annual premium will be as per the rates approved by Competent Authority received through Open Competitive bidding process or otherwise as per RTPS Rules.
- (b) The premium payable under this Scheme will be in advance by the DIPR from Rajasthan Patrakar Aur Sahityakar Kalyan Kosh.
- (c) The monthly demand of premium shall be raised by the Service Provider for insurance of families of those accredited journalists who make available details of their family members during the previous month.
- (d) The premium shall be paid by DIPR on the basis of actual number of accredited journalists who provide details of their family members.
- (e) Premium shall be on **proportionate** basis of days remaining in the period of 12 months in condition of addition in the number of accredited journalists during the period of the Policy.
- (f) The Insurer will complete the formalities of insurance with the individual and with the Department.
- (g) Receipt for premium shall be valid on the official form of the Insurer Company signed by a duly authorized official of the Insurer Company.
- (h) The due payment of premium and the observance and fulfilment of the terms, conditions and endorsements of the policy by the Insured Person, in so far as they relate to anything to be done or complied with by the INSURED PERSON shall be a condition predating to any liability of the Insurer Company to make any payment under the policy. Waiver of any terms, provisions, conditions and endorsements of the policy shall not be valid.
- (i) The DIPR shall endeavour to pay the amount of insurance premium within 45 days of submission of demand notice from the insurer.

12. **Terms and conditions of the Policy.-** Terms and conditions of the policy will be as follows:

- (1) **HOSPITALISATION EXPENSES.-**

(a) **HOSPITALISATION EXPENSES** for medical/ surgical treatment at any **HOSPITAL/ NURSING HOME** in INDIA as an inpatient, the Insurer Company will have to pay directly to the concerned Hospital/ Nursing Home the amount of such charges as would fall under different heads mentioned below, and as are reasonably and necessarily charged thereof by or on behalf of such **INSURED PERSON** but not exceeding the sum insured for the person in any one period of insurance as mentioned hereto:

- (i) Room, Boarding charges as provided by the **HOSPITAL/ NURSING HOME** subject to a limit of RS.3000/- per day;
- (ii) Incentive Care Unit charges subject to a limit of RS.5000/- per day
- (iii) Nursing Expenses;
- (iv) Surgeon, Anesthetist, Medical Practitioner, Consultants, Specialist Fees;
- (v) Anesthesia, Blood, Oxygen, Operation theatre Charges, Surgical Appliances, Medicines and Drugs, Diagnostic Materials and X-Ray, Dialysis, Chemotherapy, Radiotherapy, Cost of Pacemaker, stent, valve, bypass surgery, artificial Limbs, cost of organs and similar expenses;
- (vi) If a package rate is prescribed by the Central Government Health Scheme (C.G.H.S.) for such treatment/ surgery, the total amount charged by the **HOSPITAL/ NURSING HOME** shall be limited to the package rate;

(b) Expenses on hospitalization shall be admissible only if hospitalization is for a minimum period of twenty-four (24) hours. However, this time limit will not apply to specific treatments i.e. *Angiography*, Dialysis, Chemotherapy, Radiotherapy, Eye Surgery, Lithotripsy (Kidney Stone removal), D&C, Tonsillectomy, taken in **HOSPITAL** where **INSURED PERSON** is discharged on the same day. Such treatment will be considered to be taken under Hospitalization Benefit.

The condition will also not apply in case of stay in **HOSPITAL** of less than twenty-four (24) hours;

provided:

- a) the treatment is such that it necessitates hospitalization and the procedure involves specialized infrastructural facilities available only in **HOSPITALS**; and

- b) due to technological advances hospitalization is required for less than twenty-four hours. It would be certified by concerning doctor under whom the treatment is given.
- (c) Any one illness will be deemed to mean continuous period of illness and it includes relapse within 45 days from date of discharge from the **HOSPITAL** where treatment was taken. Occurrence of same illness after a lapse of 45 days as stated above will be considered as fresh illness for the purpose of this Policy.
- (d) The Insurer company will have to reimburse all expenses which are for hospitalization commencing from a date within the policy period. Even if the hospitalization spreads beyond the expiry date of the policy, the treatment shall continue but the total benefit will not exceed the sum insured of the policy during which the **INSURED PERSON** was admitted to the **HOSPITAL / NURSING HOME**.
- (2) **Pre-Hospitalization:** Relevant medical expenses incurred during period up to three (03) days prior to hospitalization for **DISEASE** or **INJURY** sustained will be considered as part of claim.
- (3) **Post Hospitalization:** Relevant medical expenses incurred during period up to fifteen (15) days after Hospitalization for **DISEASE** or **INJURY** sustained will be considered as part of claim.
- (4) In case of death of insured (the accredited journalist) during the Policy period the benefits of the Policy shall be continued to the family members of the deceased till the expiry of the Policy.
- (5) **DOMICILIARY HOSPITALISATION EXPENSES.-**
Domiciliary Hospitalisation expenses means medical treatment for a period exceeding three days for such **DISEASE** or **INJURY** which in the normal course would, require care and treatment at the **HOSPITAL** but actually taken whilst confined at home in India under any of the following circumstances namely:-
- (i) The condition of the **INSURED PERSON** is such that he/she cannot be moved to the **HOSPITAL**; or
- (ii) The **INSURED PERSON** cannot be moved to the **HOSPITAL** for the lack of accommodation therein;
- (b) **DOMICILIARY HOSPITALISATION EXPENSES** shall cover expenses incurred for pre and post **HOSPITAL** treatment for the **DISEASE**.

(6) MATERNITY EXPENSES BENEFIT -

(a) The maximum benefit allowable under this clause will be upto Rs 50000/- per family per year, restricted to two living children. This amount is included in the sum assured of Rs Three Lakh per family per annum.

(b) The maternity benefit under this policy categorized into three:

Maximum benefit under normal delivery Rs 10000/

Maximum benefit under caesarean delivery Rs 20000/

(c) Maximum limit under delivery related

Complications (including childcare) Rs 50000/-

(d) Special conditions applicable to maternity expenses benefit.-

i) These benefits are admissible only if the delivery is done in Hospital / Nursing home as inpatient in India.

ii) The waiting period of nine months may be relaxed in case of delivery, miscarriage or abortion induced by accident or other medical emergency.

iii) Benefit in respect of delivery for only first two children and/ or operations associated therewith will be given in respect of any one insured person covered under the policy or any renewal thereof. Those insured persons who are already having two or more living children will not be eligible for this benefit.

Note:- where the insured person has only one child from earlier delivery, more than one child born out of a single subsequent delivery, the children so born shall be deemed to be one entity while counting total number of children.

iv) Pre-Natal and Post-Natal charges will be covered if admitted in hospital/ nursing home and treatment is taken there.

v) New born child's treatment (including pediatric fees) will also be treated as maternity expenses.

13. Settlement of Claims where cashless facility not there.- In case the Hospital/ Nursing Home where treatment/ surgery is taken is not in the approved list of the Service Provider for providing cashless benefit, the Insured Person shall submit his/ her claim in specified format alongwith the original vouchers, cash receipts to the Service Provider. The Service Provider shall make payment to the Insured Person within 30 days of receipt of the claim, if the claim is otherwise in order. If any objection is raised in the claim, that shall be referred to the Insured Person within 30 days.

14. Other Terms and Conditions.-

- (a) If any query related to mediclaim arise then insurer company should communicate to the Officer-in-Charge of the Patrakar Kalyan Kosh in the office of the Director, Department of Information and Public Relations, Secretariat, Jaipur.
- (b) The Service Provider shall not be liable to make any payment under this policy in respect of any claim if such claim be in any manner fraudulent or supported by any fraudulent means or device whether by the **INSURED PERSON** or by any other person acting on his behalf. Rejection of any claim due to this condition will require prior approval of DIPR.
- (c) All medical/ surgical treatments under this policy shall have to be taken in India and admissible claims thereof shall be payable in Indian currency.
- (d) PRE-EXISTING disease of accredited Journalist and his/ her family member will be covered under this scheme.

15. **GOOD FAITH.**- The DIPR and the Insurance Company who is contracted for providing cashless Mediclaim facility to the Accredited Journalists will endeavour to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

16. **SETTLEMENT OF DISPUTES**

(a) **Amicable Settlement.-**

The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with the Cashless Mediclaim Insurance Policy or the interpretation thereof. In the event a dispute, differences or claim arises in connection with the interpretation or implementation of the Contract, the aggrieved party shall issue a written notice setting out the dispute/ differences or claim to the other party. Parties shall first attempt to resolve such dispute through mutual consultation. If the dispute is not resolved as aforesaid within 30 days from the date of receipt of written notice, the matter will be referred for Arbitration.

(b) **Arbitration.-**

- (i) Secretary to the Government, Department of Information and Public Relations, Government of Rajasthan shall be the sole arbitrator for the Cashless Mediclaim Policy in case the dispute is not resolved by amicable settlement.

- (ii) In case the dispute is not resolved any party may issue a notice of reference, invoking resolution of disputes through arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The arbitral proceedings shall be conducted by sole arbitrator, Secretary, Department of Information and Public Relations, Government of Rajasthan. Arbitration proceedings shall be conducted at Jaipur and the award shall be made in English or Hindi language.
- The arbitration award shall be final and binding on the Parties, and the Parties shall be bound thereby and to act accordingly.
 - The arbitrator may award to the Party that substantially prevails on merit, its costs and reasonable expenses (including reasonable fees for counsel).
- (iii) When any dispute is under arbitration, except for matters under dispute, the Parties shall continue to exercise their remaining respective rights and fulfil their remaining respective obligations under the Contract.

17. **Jurisdiction.**- Any judicial proceedings if need to be instituted by either party, shall be instituted only in courts situated in Jaipur.

18. **Repeal and savings.**- All rules, Schemes and orders in relation to matters covered by these Rules and in force immediately before the commencement of this Scheme are hereby repealed:

Provided that any action taken under the Rules, Scheme and Orders so superseded shall be deemed to have been taken under the provisions of this Scheme.

N.L. Meena,
Commissioner & Secretary
Department of Information & Public
Relations

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