



Reg (COOP/2018/JAIPUR/100772)  
ISO: 9001:2015 / ISO: 10002: 2018

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## Circular

Ref: DADS/REG/100772/07/2019

dated 07.09.2019

# Guidelines on Standardization in Health Card

## GENERAL

### 1. OBJECTIVE:

DADS (Health Card) Regulations, 2019 were notified on 07-09-2019. As specified in Schedule – of the Regulations; the Authority has to specify certain Guidelines, Regulatory Returns and Formats etc., for compliance by all Card as may be applicable.

The objective of this circular is to set out the said regulatory requirements that every Card Holder shall comply with.

### 2. APPLICABILITY:

This circular is applicable to all DAD Center wherever applicable.

### 3. LEGAL AND OTHER PROVISIONS:

This circular is issued under the provisions of Section of DADS card under the powers vested with Regulation of DADS (Health Card) Regulations, 2019.

The periodicity of the returns and reports shall be as mentioned under respective in this circular.

Standard definitions for commonly used terms in health Card policies are prescribed in this Circular.

Standard nomenclature and procedures for 05 Critical are prescribed in this Circular.

Items for which optional cover may be offered by Card holder are prescribed in this Circular.

Standards and Benchmarks for DAD hospitals in the provider network are prescribed in this Circular.

Health Card Returns to be filed by all DADS are prescribed in this Circular.

#### **4. EFFECTIVE DATE:**

The provisions of this circular shall be applicable with immediate effect or as specified in

The respective provisions. The provisions of this Circular supersede the previous Guidelines issued vide Ref: DADS/REG/100772/07/2019 dated 07/09/2019

Pankaj Rohilla

Joint Director (DADS Health)

# CHAPTER 1

## Standard Definitions of terminology to be used in Health Card Policies

It has become increasingly necessary to ensure that certain basic terminology being used in Health Card policies are given standard definitions so that prospects and card holder are able to understand them without ambiguity.

All Card Holder shall adhere to the following standard definitions for the terminology listed hereunder, for all Card products filed hereafter falling under the definition of 'Health Card Business' wherever they said terms are referred to in the terms and conditions. Where a particular terminology is not applicable to one or more types of policies, it is indicated against it in brackets.

### **1. Accident:**

- An accident means sudden, unforeseen and involuntary event caused by external, visible and violent means.

### **2. Any one illness: (not applicable for Travel and Personal Accident Card)**

- Any one illness means continuous period of illness and includes relapse within 45 days from the date of last consultation with the Hospital/Nursing Home where treatment was taken.

### **3. Cashless facility:**

- Cashless facility means a facility extended by the DADS to the Card Holder where the payments, of the costs of treatment undergone by the Card Holder in accordance with the policy terms and conditions, are directly made to the network provider by the Card Holder to the extent pre-authorization is not approved.

### **4. Condition Precedent:**

- Condition Precedent means a policy term or condition upon which the Card Holder liability under the policy is conditional upon.

### **5. Congenital Anomaly:**

- Congenital Anomaly means a condition which is present since birth, and which is abnormal with reference to form, structure or position.

- Internal Congenital Anomaly Congenital anomaly which is not in the visible and accessible parts of the body.
- External Congenital Anomaly Congenital anomaly which is in the visible and accessible parts of the body
- Co-payment means a cost sharing requirement under a health Card policy that provides that the Card holder will bear a specified percentage of the admissible claims amount. A co-payment does not reduce the Sum Insured.

#### **6. Cumulative Bonus:**

- Cumulative Bonus means any increase or addition in the Card Holder granted by the DADS without an associated increase in premium.

#### **7. Day Care Centre:**

- A day care center means any institution established for day care treatment of illness and/or injuries or a medical setup with a hospital and which has been registered with the local authorities, wherever applicable, and is under supervision of a registered and qualified medical practitioner AND must comply with all minimum criterion as under –
- Has qualified nursing staff under its employment;
- Has qualified medical practitioner/s in charge;
- Has fully equipped of its own where Ayurveda & Naturopathy Treatment procedures are carried out;
- Maintains daily records of patients and will make these accessible to the Card Company's authorized personnel.

#### **8. Day Care Treatment:**

- Day care treatment means Ayurveda treatment, and/or Naturopathy procedure which is:
- Undertaken under General or Local Anesthesia in a hospital/day care center in less than 24 hrs. because of technological advancement, and
- Which would have otherwise required hospitalization of more than 24 hours.
- Treatment normally taken on an out-patient basis is not included in the scope of this definition.
- (DADS Center may, in addition, restrict coverage to a specified list).

#### **9. Deductible:**

- Deductible means a cost sharing requirement under a health Card policy that provides that the DADS will not be liable for a specified rupee amount in case

of indemnity policies and for a specified number of days/hours in case of hospital cash policies which will apply before any benefits are payable by the DADS. A deductible does not reduce the Sum Insured.

- (DADS to define whether the deductible is applicable per year, per life or per event and the manner of applicability of the specific deductible)

#### **10. Disclosure to information norm:**

- The policy shall be void and all premium paid thereon shall be forfeited to the Company in the event of misrepresentation, mis-description or non-disclosure of any material fact.

#### **11. Domiciliary Hospitalization:**

- Domiciliary hospitalization means medical treatment for an illness/disease/injury which in the normal course would require care and treatment at a hospital but is actually taken while confined at home under any of the following circumstances:
- The condition of the patient is such that he/she is not in a condition to be removed to a hospital,
- The patient takes treatment at home on account of non-availability of room in a hospital.

#### **12. Grace Period:**

- Grace period means the specified period of time immediately following the premium due date during which a payment can be made to renew or continue a policy in force without loss of continuity benefits such as waiting periods and coverage of pre-existing diseases. Coverage is not available for the period for which no premium is received.
- Illness: Illness means a sickness or a disease or pathological condition leading to the impairment of normal physiological function and requires medical treatment.
- Acute condition - Acute condition is a disease, illness or injury that is likely to respond quickly to treatment which aims to return the person to his or her state of health immediately before suffering the disease/ illness/ injury which leads to full recovery
- Chronic condition - A chronic condition is defined as a disease, illness, or injury that has one or more of the following characteristics:
- it needs ongoing or long-term monitoring through consultations, examinations, check-ups, and /or tests it needs ongoing or long-term control or relief of symptoms
- it requires rehabilitation for the patient or for the patient to be specially trained to cope with it

- it continues indefinitely it recurs or is likely to recur

### **13. Spine Injury:**

- Spine Injury means accidental physical bodily harm excluding illness or disease solely and
- Directly caused by external, violent, visible and evident means which is verified and Certified by a Medical Practitioner.

### **14. Inpatient Care (not applicable for Overseas Travel Card):**

- Inpatient care means treatment for which the insured person has to stay in a hospital for more than 24 hours for a covered event.

### **15. Intensive Care Unit:**

- Intensive care unit means an identified section, ward or wing of a hospital which is under the constant supervision of a dedicated medical practitioner(s), and which is specially equipped for the continuous monitoring and treatment of patients who are in a critical condition, or require life support facilities and where the level of care and supervision is considerably more sophisticated and intensive than in the ordinary and other wards.

### **16. Maternity expenses:**

#### **Maternity expenses means;**

- Medical treatment expenses traceable to Infertility (including complicated sections incurred during hospitalization);
- Expenses towards lawful medical termination of pregnancy during the policy period.

### **17. Medical Advice:**

- Medical Advice means any consultation or advice from a Medical Practitioner including the issuance of any prescription or follow-up prescription.

### **18. Medical Expenses:**

- Medical Expenses means those expenses that a Card Holder Person has necessarily the same locality would have charged for the same medical treatment.

## **CHAPTER 2**

### **Standard Nomenclature and Procedure for Critical Illnesses**

The following nomenclature and procedure are being prescribed for 22 critical illnesses that could form part of a health Card policy. All DADS shall use the definitions without exception wherever the products offer coverage to any of the Critical Illnesses specified herein. All health Card policies filed hereafter covering critical illnesses shall use the nomenclature and procedure specified herein.

#### **1. CANCER OF SPECIFIED SEVERITY**

- A malignant tumor characterized by the uncontrolled growth and spread of malignant cells with invasion and destruction of normal tissues. This diagnosis must be supported by histological evidence of malignancy. The term cancer includes leukemia, lymphoma and sarcoma.

#### **The following are excluded –**

- a) All tumors which are histologically described as carcinoma in situ, benign, pre-malignant, borderline malignant, low malignant potential, neoplasm of unknown behavior, or non-invasive, including but not limited to: Carcinoma in situ of breasts, Cervical dysplasia CIN-1, CIN - 2 and CIN-3.
- b) Any non-melanoma skin carcinoma unless there is evidence of metastases to lymph nodes or beyond;
- c) Malignant melanoma that has not caused invasion beyond the epidermis;
- d) All tumors of the prostate unless histologically classified as having a Gleason score greater than 6 or having progressed to at least clinical TNM classification T2N0M0
- e) All Thyroid cancers histologically classified as T1N0M0 (TNM Classification) or below;
- f) Chronic lymphocytic leukemia less than RAI stage 3
- g) Non-invasive papillary cancer of the bladder histologically described as TaN0M0 or of a lesser classification,
- h) All Gastro-Intestinal Stromal Tumors histologically classified as T1N0M0 (TNM Classification) or below and with mitotic count of less than or equal to 5/50 HPFs;

**All tumors in the presence of HIV infection.**

## **2. PERMANENT PARALYSIS OF LIMBS**

- Total and irreversible loss of use of two or more limbs as a result of injury or disease of the brain or spinal cord. A specialist medical practitioner must be of the opinion that the paralysis will be permanent with no hope of recovery and must be present for more than 3 months.

## **3. MOTOR NEURON DISEASE WITH PERMANENT SYMPTOMS**

- Motor neuron disease diagnosed by a specialist medical practitioner as spinal muscular atrophy, progressive bulbar palsy, amyotrophic lateral sclerosis or primary lateral sclerosis. There must be progressive degeneration of corticospinal tracts and anterior horn cells or bulbar efferent neurons. There must be current significant and permanent functional neurological impairment with objective evidence of motor dysfunction that has persisted for a continuous period of at least 3 months.

## **4. MULTIPLE SCLEROSIS WITH PERSISTING SYMPTOMS**

- The unequivocal diagnosis of Definite Multiple Sclerosis confirmed and evidenced by all of the following:
- investigations including typical MRI findings which unequivocally confirm the diagnosis to be multiple sclerosis and
- There must be current clinical impairment of motor or sensory function, which must have persisted for a continuous period of at least 6 months.
- Other causes of neurological damage such as SLE and HIV are included.

## **5. END STAGE LUNG FAILURE**

- End stage lung disease, causing chronic respiratory failure, as confirmed and evidenced by all of the following:
- FEV1 test results consistently less than 1 liter measured on 3 occasions 3 months apart;
- And Requiring continuous permanent supplementary oxygen therapy for hypoxemia;
- And Arterial blood gas analysis with partial oxygen pressure of 55mmHg or less ( $\text{PaO}_2 < 55\text{mmHg}$ );
- And Dyspnea at rest.



## **6. END STAGE LIVER FAILURE**

- Permanent and irreversible failure of liver function that has resulted in all three of the following:
- Permanent jaundice; and
- Ascites; and
- Hepatic encephalopathy.
- Liver failure secondary to drug or alcohol abuse is excluded.

## **7. LOSS OF SPEECH**

- Total and irrecoverable loss of the ability to speak as a result of injury or disease to the vocal cords. The inability to speak must be established for a continuous period of 12 months. This diagnosis must be supported by medical evidence furnished by an Ear, Nose, and Throat (ENT) specialist.

**All psychiatric related causes are excluded.**

# **CHAPTER 3**

## **Standards and benchmarks for hospitals in the provider network**

DADS wherever applicable, shall ensure that Network Providers or Hospitals which meet with the definition of 'Hospital' provided in Clause of these Guidelines shall meet with the following minimum requirements:

- All such providers offering Health card services for Ayurveda & Naturopathy treatment shall meet with the pre-accreditation entry level standards laid down by Disha Arogya Dham for Hospitals (DADS) or such other standards or requirements as may be specified by the Authority from time to time within a period of two years from the date of notification of these Guidelines.
- (Explanatory Note: Network Providers are to visit DADS website for details regarding procedure for obtaining the necessary accreditation)
- The providers shall comply with the minimum standard clauses in the agreement amongst DADS, Network Providers applicable to providers listed in Annexure of Circular Ref. DAD//REG/100772/07/2019 dated 07.09.2019 and as amended from time to time.

## **CHAPTER 4**

### **Health Card Returns**

In supersession of the returns prescribed earlier, now, under the powers vested vide Regulation (37) of DADS (Health Card) Regulations, 2019, the Authority prescribes the periodical returns to be submitted by all the DADS through the Business Analytics Project (BAP) module as mentioned in Annexure II attached to these Guidelines.

All the returns as specified under Annexure II shall be furnished for data pertaining to Financial Year 2019-20 onwards. Returns up to the FY 2020-21 shall be furnished in the old format.

The timeline for submission of the returns is specified as under.

1. All Yearly returns shall be furnished within 60 days from the close of the Financial Year.
2. All Half Yearly returns shall be furnished within 45 days from the close of every Half - Year.
3. All Quarterly returns shall be furnished within 30 days from the close of the Quarter.