

आरोग्य विज्ञान अभ्यासक्रमाच्या
विद्यार्थ्यांना अमर्त्या शिक्षा योजना लागू
करण्याबाबत.

महाराष्ट्र शासन

शासन निर्णय क्रमांक : एमईडी-१००/८८०/सीआर-१२९/शिक्षण-१,
वैद्यकीय शिक्षण व औषधी द्रव्ये विभाग,

मंत्रालय, मुंबई

दिनांक : २३, ऑक्टोबर, २००३

वाचा : संचालक, वैद्यकीय शिक्षण व संशोधन, मुंबई, यांचे पत्र क्रमांक

:संवैशिवसं/गुप ईन्श्युरन्स स्कीम/वै.वि./१-अ, दिनांक २.९.२००३

प्रस्तावना : मा. सर्वोच्च न्यायालयाने व्यावसायिक अभ्यासक्रमाच्या खाजगी महाविद्यालयांना खर्चावर आधारीत शैक्षणिक शुल्क आकारण्याची मूभा दिली आहे. या निर्णयानुसार खाजगी महाविद्यालयांचे शैक्षणिक शुल्क निर्धारित करण्यात येणार आहे. खर्चावर आधारीत शिक्षणाचा खर्च हा सामान्य विद्यार्थी / पालक यांना परवडण्यासारखा राहणार नाही. यातूनही विद्यार्थ्यांचे शिक्षण सुरु असतांनाच त्यांच्या पालकांचे अपघाती निधन झाले किंवा अपघातात अपंगत्व आले तर, मात्र, या विद्यार्थ्यांवर शिक्षण अर्धवट सोडण्याबाबतून परमास राहात नाही. या विद्यार्थ्यांना अर्धवट शिक्षण सोडण्याची वेळ येऊ नये, त्यासाठी नॅशनल इन्श्युरन्स कंपनीतर्फे " अमर्त्या शिक्षा योजना " राबविली जात आहे सदरहू योजना आरोग्य विज्ञान अभ्यासक्रमात शिक्षण घेणाऱ्या विद्यार्थ्यांच्या पालकांना लागू करण्याची बाब शासनाच्या विचाराधीन होती.

शासन निर्णय : वरील बाबीचा सांगोपांग विचार करून सम. २००३-०४ या शैक्षणिक वर्षात नॅशनल इन्श्युरन्स कंपनी लिमिटेड, कोल्हापूर विभागीय कार्यालय, कॉसमॉस कमर्शियल कॉम्प्लेक्स, २०५ वी ई, न्यु ग्राहूपुरी, कोल्हापूर-४१६ ००१, या कंपनीमार्फत राबविल्या जाणाऱ्या अमर्त्या शिक्षा योजना पॉलीसी संपूर्ण महाराष्ट्रातील आरोग्य विज्ञान अभ्यासक्रमाचे शिक्षण घेणाऱ्या विद्यार्थ्यांच्या पालकांसाठी लागू करण्यास शासन याद्वारे मान्यता देत आहे

२. या पॉलीसी अंतर्गत संरक्षण घेण्यास आरोग्य विज्ञान अभ्यासक्रमास प्रवेश घेतलेल्या विद्यार्थ्यांचे आई-वडील किंवा कायदेशीर पालक ज्यांचे वय ३५ ते ७० वयोगटातील असतील ते पात्र असतील.

३. या विमा योजनेतर्गत विद्यार्थ्यांचे आई-वडील किंवा कायदेशीर पालक, यांच्या अपघातील निधनानंतर किंवा कायमचे अपंगत्व आल्यानंतर किंवा अपघातामुळे कोपताही एक किंवा दोन अय्यव (हात-पाय, डोळे) ज्यामुळे संबंधीत पालक नोकरी किंवा व्यवसाय करण्यास अपात्र ठरला असेल तर शिक्षण घेणाऱ्या पाल्यांच्या शिक्षणात व्यत्यय येऊ नये म्हणून खालील बाबींवरील खर्चासाठी रुपये ५.०० लाख इतक्या रकमेपर्यंत विमा धारकाच्या पाल्यास संरक्षण देण्यात येईल. संरक्षणाचा कालावधी संबंधितांनी ज्या कालावधीसाठी विमा उतरविलेला आहे, त्या कालावधी इतका मर्यादित राहिल.

- १) शिक्षण संस्थेची फी
- २) वसतीगृह भाडे व बोडींग खर्च

- ३) पुस्तके व पिरीऑडीकल खर्च
 - ४) परीक्षा फी
 - ५) संस्थेने आयोजित केलेला उत्सव,सहली व शिक्षण सहली इत्यादीसाठी सक्तीची देणगी
 - ६) शाळेचा युनिफॉर्म खर्च.
 - ७) विभाग प्रमुखांनी किंवा संस्थेच्या प्रमुखांनी केलेला खर्च
 - ८) विमाधारक विद्यार्थ्यांच्या पालकांचे झालेल्या अपघाताच्या वेळी अपघात स्थळी अथवा घरी जाण्या-येण्याचे वर्ग-२ चे रेट्वेभाडे.
४. सदरहू योजना सन २००३-०४ या वर्षापासून लागू करण्यास मान्यता दिली जात असल्यामुळे, या योजनेचा लाभ घेण्यासाठी संबंधीत विद्यार्थ्यांनी अभ्यासक्रमास प्रवेश घेताना खालीलप्रमाणे रक्कम यथास्थिती सक्षम प्राधिकारी / महाविद्यालयाचे अधिष्ठाता, यांचेकडे घनादेशाद्वारे जमा करावी.

अ.क्र.	आरोग्य विज्ञान अभ्यासक्रमाचे प्रवेशाचे वर्ष	विद्यार्थ्यांना जमा करावयाची रक्कम			
१)	प्रथम वर्ष	रुपये	६७५/-	प्रति विद्यार्थी	५ वर्षाकरिता
२)	द्वितीय वर्ष	रुपये	५४०/-	प्रति विद्यार्थी	४ वर्षाकरिता
३)	तृतीय वर्ष	रुपये	४०५/-	प्रति विद्यार्थी	३ वर्षाकरिता
४)	चौथे वर्ष	रुपये	३००/-	प्रति विद्यार्थी	२ वर्षाकरिता
५)	पाचवे वर्ष	रुपये	१५०/-	प्रति विद्यार्थी	१ वर्षाकरिता

घरीलप्रमाणे निमा पॉलीसी ही पदवी अभ्यासक्रमासाठी आहे.


५. आरोग्य विज्ञान अभ्यासक्रमासाठी प्रवेश घेतलेल्या व घेणाऱ्या पदव्युत्तर विद्यार्थ्यांना सदरहू कंपनीची "आठवडी भरपाई योजना" लागू करण्यात येत आहे. मात्र, या योजनेनुसार लाभास पात्र होण्यासाठी प्रत्येक विद्यार्थ्यांनी एक रक्कम रुपये ६५०/- विमा हप्त्या भरला पाहिजे. या योजनेतर्गत पदव्युत्तर शिक्षण घेणाऱ्या विद्यार्थ्यांचे जाई-वडील किंवा कायदेशीर पालकांचे अपघाती निधन झाल्यास किंवा कायमचे अपंगत्व आल्यास पाल्यास १०४ आठवड्यांपर्यंत संरक्षण दिलेल्या रकमेच्या १% किंवा प्रत्येक आठवड्याला रुपये ५०००/- इतके विमा संरक्षण मिळेल.
६. सक्षम प्राधिकारी/ महाविद्यालयाचे अधिष्ठाता, यांनी आरोग्य विज्ञान अभ्यासक्रमास प्रवेश घेतलेल्या विद्यार्थ्यांकडून बसूल केलेली रक्कम वर नमूद केलेल्या कंपनीस, सदरहू रक्कम मिळाल्याच्या दिनांकापासून दीड महिन्यांच्या आत देण्याची कार्यवाही करावी, ही कार्यवाही करताना विमा धारकाबाबतची माहिती संबंधीत विमा धारकास रक्कम मिळाल्याची पोहोच देऊन विमा पॉलीसी संबंधीत विद्यार्थ्यांला त्यांच्या महाविद्यालयामार्फत देण्याची व्यवस्था करावी.
७. वरील दोन्ही विमा योजनेत पुढील बाबींचा समावेश असणार नाही :-
 - १) सध्याचे अपंगत्व
 - २) आतहतप्रेचा प्रयत्न, आत्महत्या किंवा जाणून-बुजून स्वतःला जखमी केल्यामुळे आलेला मृत्यु किंवा कायमचे अपंगत्व,
 - ३) मादक पदार्थांचे सेवन करून अपघात झाल्यामुळे किंवा व्हाइट हेतूने प्रेरित होऊन किंवा कायद्याचे उल्लंघन करताना आलेला मृत्यु किंवा कायमचे अपंगत्व.

८. या योजनेतर्गत विम्याच्या दाव्याची रक्कम प्राप्त करण्यासाठी खालीलप्रमाणे कागदपत्रे सादर करावीत :-

- १) विमा पॉलीसी
- २) पूर्णपणे भरलेला क्लेम फॉर्म
- ३) पॉलीस पंचनामा
- ४) मृत्यु प्रमाणपत्र किंवा अपंगत्वाचे प्रमाणपत्र.
- ५) शवविच्छेदन प्रमाणपत्र किंवा अहवाल
- ६) कंपनीने मागितलेली इतर अनुषंगिक कागदपत्रे.

९. वरीलप्रमाणे कागदपत्रे विचारात घेऊन संबंधीत विद्यार्थ्यांचे विमा क्लेम प्राप्त झाल्यानंतर, विमा रक्कम विद्यार्थ्यांच्या किंवा संस्थेच्या व कंपनीच्या जोईंट खात्यावर राष्ट्रीयकृत बँकेत जमा केली जाईल व वरील शिक्षणाचा खर्च त्यातून करून जर विमा रक्कम शिल्लक राहत असेल तर त्या विद्यार्थ्यांला शिक्षण पूर्ण झाल्यानंतर ती रक्कम देण्यात येईल.

महाराष्ट्राचे राज्यपाल यांच्या आदेशानुसार व नावाने,


(भा.र.गावित)

अवर सचिव, महाराष्ट्र शासन

प्रति,

राज्यपालाचे सचिव, राजभवन, मुंबई

मा. मुख्यमंत्र्यांचे प्रधान सचिव, मंत्रालय, मुंबई

मा. उपमुख्यमंत्र्यांचे सचिव, मुंबई

सचिव, आरोग्य व कुटुंबकल्याण मंत्रालय, निर्माण भवन, नवी दिल्ली (पत्राद्वारे)

सचिव, भारतीय आयुर्विज्ञान परिषद, नवी दिल्ली

संचालक, वैद्यकीय शिक्षण व संशोधन, मुंबई (५ प्रती)

कुलसचिव, महाराष्ट्र आरोग्य विज्ञान विद्यापीठ, नासिक (५ प्रती)

विभागीय व्यवस्थापक, नॅशनल इन्श्युरन्स कंपनी लिमिटेड, कोल्हापूर विभागीय कार्यालय,

कॉसमॉस कमर्शियल कॉम्प्लेक्स, ०५ बी ई, न्यु शाहूपुरी, कोल्हापूर-४१६-००१

अधिष्ठाता/ प्राचार्य सर्व वैद्यकीय/ दंत महाविद्यालये

सर्व उप सचिव /अवर सचिव/कक्षा अधिकारी, वैद्यकीय शिक्षण व औषधी द्रव्ये विभाग, मंत्रालय,

मुंबई

मा. मंत्री (वै.शि.) यांचे स्वीस सहायक

मा. राज्यमंत्री (वै.शि.) यांचे स्वीस सहायक

निवडनस्ती (शिक्षण-२)

नेशनल इन्शुरन्स क लि

मडल दफ्तर

कॉसमॉस कमर्शियल कॉम्प्लेक्स

२०५ बी, ई वॉर्ड, दुसरी मञ्जिल

यू शाहूपुरी, कोल्हापुर ५९६ ००९

नेशनल इन्शुरन्स कम्पनी लिमिटेड

(भारतीय साधारण बीमा निगम की अनुषंगी)

पंजीकृत कार्यालय : 3 मिडिल्टन स्ट्रीट, कलकत्ता - 700 071



National Insurance Co. Ltd.

(A Subsidiary of General Insurance Corporation of India)

Regd. Office : 3, MIDDLETON STREET, KOLKATA - 700 071.

Policy Issuing
Office :

अमर्त्या शिक्षा योजना इन्शुरन्स पॉलिसी

AMARTYA SIKSHA YOJANA INSURANCE POLICY

Whereas the Insured Proposer named in the schedule attached has made or caused to be made to NATIONAL INSURANCE COMPANY LIMITED (hereinafter called the "Company") a written proposal as per the schedule hereto (warranting the truth of the statements contained herein) which is the basis of this contract, and is deemed to be incorporated herein and has paid to the Company the Premium hereinstated for the risks herein specified occurring during the period stated in the schedule.

Now THIS POLICY WITNESSETH that, subject to terms, exclusions, definitions and conditions contained herein or endorsed or otherwise expressed hereon the company will indemnify the Insured student as hereinafter mentioned or the claimant as the case may be.

If the Insured Parent/Legal Guardian shall sustain any bodily injury resulting solely and directly from Accident, caused by external violent and visible means and if such injury shall within twelve calendar months of its occurrence be the sole and direct cause of his/her Death or Permanent Total Disablement, as defined hereinafter, the Company will indemnify the Insured Student, in respect of all covered expenses (as elaborated hereinafter) to be incurred from the date of occurrence of such Accident till the expiry date of Policy or completion of the duration of covered course whichever first occurs and such indemnity shall not exceed the Sum Insured as stated in the Policy schedule.

Death during surgical operation or within 7 days period thereafter while in the Hospital but resulting from surgical operation would be considered to be Death due to "Accident."

"Permanent Total Disablement"

Injury which shall permanently, totally and absolutely disable the Insured from engaging in any employment

or occupation of any description whatsoever and would also mean either of the following :

- i) Loss of TWO LIMBS or TWO Eyes
- ii) Loss of One Limb and One Eye.

Note : Loss of Limb means physical separation of a hand at or above the wrist, and/or of the foot, at or above the ankle, or the total and irrevocable loss of use of hand or foot.

Covered expenses shall mean and include the following :

1. Cost of Tuition fees, Hostel Rent (inclusive of Boarding expenses), Cost of Books & Periodicals essentially prescribed by the Head of the Dept./Institution.
2. Examination Fees.
3. Cost of to and fro 2nd Class Rail Ticket, for the student, to attend at the Place where the Parent/Legal Guardian has met with Accident resulting in Death or Permanent Total Disablement or the Place as stated in the schedule where the Insured Parent/Legal Guardian resides.
4. Compulsory Donation for Festivals and Picnic/Excursion held in/or behalf of the dept./Institution.
5. Cost, of compulsory uniform prescribed by the Institution.
6. Any other compulsory expenses to be borne under recommendation of the Head of the Dept./ Institution.
7. In addition to above, First Admission Fees (but not the Capitation Fee/Donation) shall also be considered as a covered expense even though incurred prior to the date of Accident. However, after reimbursement of covered expenses, if any portion of the amount of benefit i.e. the Sum Insured remains unused, the same should also be disbursed as lumpsum after completion of the period of covered course or the policy period whichever first occurs. But during the Policy period and before exhaustion of the entire amount of benefit but after occurrence of the covered contingency, if the Insured Student meets with an "Accident", amounts as claimed towards medical expenses should also be disbursed from the amount of benefit lying unutilised till then and if such "Accident" results in Permanent Total or Permanent Partial Disablement of the Insured Student, the entire residual amount may be disbursed as lumpsum.

Exclusions

The Company shall not be liable under this policy.

1. If the Death or Permanent Total Disablement of the Insured Parent/Legal Guardian occurs.
 - a) from intentional self-injury, suicide or attempted suicide.
 - b) due to accident whilst under the influence of intoxicating liquor or drugs.
 - c) due to accident, whilst racing on wheels, big game hunting, shooting, mountaineering or whilst engaged in winter sports, skiing and ice hockey.
 - d) directly or indirectly caused by insanity or venereal disease.
 - e) arising or resulting from Insured Parent/Legal Guardian committing any breach of law with criminal intent.
2. If the Death or Permanent Total Disablement occurs due to war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, mutiny, military or usurped power, seizure, capture, restraints and detentions of all kinds, princess & people of whatever nation condition or quality whatsoever.
3. If death or disablement, occurs due to ionising radiation or contamination by radioactivity from any source whatsoever or from nuclear weapons material.
4. Whilst engaging in Aviation or whilst mounting into, dismounting from or travelling in any aircraft other than as a passenger (farepaying or otherwise) in any duly licenced standard type or aircraft anywhere in the world.
5. Natural death and Death due to diseases even if contracted by accident are also specifically excluded under the policy unless the reason being solely attributed to "surgical operation" as elaborated in the face page of the policy.

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Condition

1. Upon the happening of any event which may give rise to a claim under this Policy, the Proposer/Insured Parent/Legal Guardian/the Insured Student, or authorised representative shall forthwith give notice thereof to the Issuing Office of the company in writing. Unless reasonable cause is shown the Insured shall within one calendar month after the event, which may give rise to a claim under the Policy give written notice to the company with full particulars of the claim.
2. Proof satisfactory to the Company shall be furnished of all matters upon which a claim is based. Any medical or other agent of the Company shall be allowed to examine the person of the Insured Parent/Legal Guardian on the occasion of any alleged Injury or Disablement when and so often as the same may reasonably be required on behalf of the company and in the event of death to make a post mortem examination of the body of the Insured Parent/Legal Guardian. Such evidence as the company may from time to time require (including a Post Mortem examination if necessary) shall be furnished within the space of 14 days after demand in writing and in the event of a claim in respect of loss of sight the Insured shall undergo at the company's expense such examination or diagnosis as the company shall reasonably deem desirable.
3. All claims under this Policy shall be paid in India, in Indian currency. No sum payable under this Policy shall carry interest. All disbursements of claim shall be through the Bank as per the Bank's clause attached hereto.
4. The Company 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 statement, or device whether by the Insured or by any Person on behalf of the insured.
5. The Company may at any time by notice in writing cancel this Policy. Provided that the Company shall in that case return to the Insured the premium paid less a Pro-rata part, thereof for the portion of Current Insurance Period which shall have expired. Such notice shall be deemed sufficiently given if posted addressed to the Insured Proposer at the address last registered in the Company's books and shall be deemed to have been received by the Insured/Proposer at the time when the same would be delivered in the ordinary course of Post.

If cancellation is preferred by the Insured similarly by giving 7 days' notice in writing, Refund of Premium, subject to no claim, may be allowed after retaining premium for the expired period of risk as per scale applicable for this policy and available with the Policy Issuing Office.

No refund, however, is allowed under any circumstances if there has ever been a claim under this policy.

6. Under any circumstance the Policy would not cover more than two student children in respect of one particular Insured Parent/Legal Guardian.
7. Documents Required in the event of a claim.
 - i) Original Policy.
 - ii) Claim form duly filled in and signed.
 - iii) F.I.R./Police Report.
 - iv) Death Certificate and Post Mortem Report in case of Death of Insured Parent/Legal Guardian.
 - v) Disablement certificate in case of Permanent Total Disablement, of the Insured Parent/Legal Guardian.
 - vi) Receipts, Documents and Certificate in support of all expenses incurred and Probable expenses as covered and claimed under the Policy.
 - vii) Any other document(s) as may be deemed necessary based on the exigency.
8. If any dispute or difference shall arise as to the quantum to be paid under the Policy (liability being otherwise admitted) such difference shall independently of all other questions be referred to the decision of a sole arbitrator to be appointed in writing by the parties to 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 the 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.

9. It is also hereby further expressly declared and agreed 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 a suit on account of law then the claim shall for all purpose be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

Bank Clause

It is hereby declared and agreed that on admission of liability by the Insurer, the Sum Insured under the policy will be deposited in a scheduled Bank in the joint names of the Insurer and Beneficiary/Assignee as applicable. The covered expenses incurred by the beneficiary student will be released from this account upon application by the student or the authorised official of the Educational Institution, countersigned by in agreement by the named Beneficiary. After the end of the duration of the course, if any amount shall still remain unutilised, in the bank account, the same shall be disbursed to the Beneficiary in lumpsum. It is hereby agreed that the Interest accruing to the account as allowed by the Bank will be to the account of the Beneficiary. It is also agreed that Bank charges if any will be debited to the account."

PROBIBITION OF REBATES

The Section 41 of the Insurance Act, 1938 as under :

1. No person shall allow, or offer to allow, either directly or indirectly as an inducement to any person to take out or renew or continue as insurance in respect of any kind of risk relating to lives or property in India, any rebate of the whole or part of the commission payable or any rebate of premium shown on the Policy, nor shall any person taking out of renewing or continuing a Policy accept any rebate, except, such rebate as may be allowed in accordance with the published prospectuses or tables of the Insurer. Provided that the acceptance by an insurance agent of commission in connection with a Policy of Life Insurance taken out by himself on his own life shall not be deemed to be acceptance of a rebate of premium within the meaning of this sub-section if at the time of such acceptance the insurance agent satisfies the prescribed conditions establishing that he is a bonafide insurance agent employed by the Insurer.
2. Any person making default in complying with provision of this Section shall be punishable with fine which may extend to five hundred rupees.