

**MEMORANDUM OF SETTLEMENT** dated 25<sup>th</sup> May 2015 between the Managements of 43 Banks as represented by the Indian Banks' Association and their workmen as represented by the All India Bank Employees' Association, National Confederation of Bank Employees, Bank Employees' Federation of India, National Organisation of Bank Workers and Indian National Bank Employees' Federation.

*[Under Section 2(p) and Section 18(1) of the Industrial Disputes Act, 1947 read with Rule 58 of the Industrial Disputes (Central) Rules, 1957]*

**Names of the Parties** 43 Banks which are listed in Schedule I to this Memorandum of Settlement and their workmen

**Representing the Employers  
(Member Banks)**

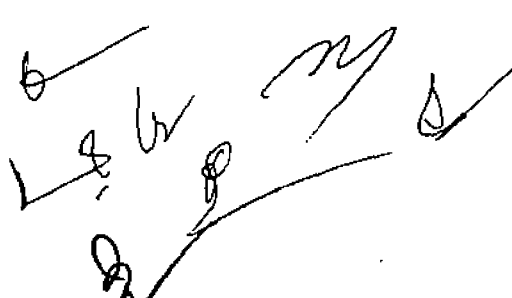
1. Shri T M Bhasin
2. Shri Ashwani Kumar
3. Shri Animesh Chauhan
4. Shri Shyam Srinivasan
5. Shri Ashwini Mehra
6. Shri M V Tanksale
7. Shri K Unnikrishnan
8. Shri K S Chauhan

Duly authorised on behalf of the Indian Banks' Association

**Representing the Workmen**

**All India Bank Employees' Association**

1. Shri Rajen Nagar
2. Shri C H Venkatachalam
3. Shri B S Rmbabu
4. Shri E Arunachalam
5. Shri Vishwas Utagi
6. Shri J P Sharma
7. Shri N Venugopal
8. Shri M M Rai
9. Ms. Lalita Joshi
10. Shri D D Rustagi
11. Shri V K Sharma



12. Shri P P Varghese
13. Shri R Vijayakumar
14. Shri Gourdas
15. Shri S K Gautam
16. Shri Nandakumar Chavan
17. Shri Janak Raval
18. Shri Soumitra Talapatra

**National Confederation of Bank Employees**

1. Shri Vinil Kumar Saxena
2. Shri M V Murali
3. Shri Sanjeev K Bandlish
4. Shri R K Sharma
5. Shri K K Khosla
6. Ms. Jyothi B Mohapatra
7. Shri Ajay N Badani
8. Shri Brajesh K Mishra
9. Shri Arun Bhagoliwal
10. Shri P Monoharan
11. Shri Dharmendra Agarwal
12. Shri A Jaya Kumar
13. Shri P Babu Joseph
14. Shri N Radhakrishnan
15. Shri Ashok Varma
16. Shri K K Singh

**Bank Employees' Federation of India**

1. Shri C J Nandakumar
2. Shri Pradip Biswas
3. Shri K Krishnan
4. Shri Joydeb Dasgupta

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5. Shri Srinivasa Babu
6. Shri P Venkataramaiah
7. Shri Vijay Aroskar
8. Shri Dinesh Kakati

**National Organisation of Bank Workers**

1. Shri Prabal Pratap Singh
2. Shri Ramnath R Kini
3. Shri Mohan Kumtakar
4. Shri Man Mohan Gupta
5. Shri S Sudhakar Shetty
6. Shri Ravindra Joshi
7. Shri Rajeev A Pande /
8. Shri Chandrakant V Khanzode

**Indian National Bank Employees' Federation**

1. Shri Subhash S Sawant
2. Shri Narendra Kumar Tehri
3. Shri Siddharth B Menon
4. Shri Dhamidhar Swain
5. Shri Shyam Mukhopadhyay
6. Shri R Meenakshi Sundaram
7. Shri Santosh K Jain
8. Shri Ashok Kumar

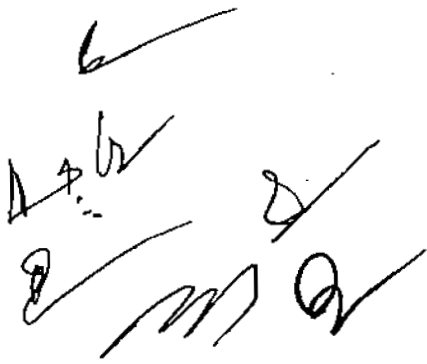
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**SHORT RECITAL OF THE CASE**

- (A) The Indian Banks' Association (IBA) on behalf of its member banks named in the Schedule I hereto, signed a settlement dated 27<sup>th</sup> April 2010 with the All India Bank Employees' Association (AIBEA), National Confederation of Bank Employees (NCBE), Bank Employees' Federation of India (BEFI), National Organisation of Bank Workers (NOBW) and Indian National Bank Employees' Federation (INBEF) representing the workmen employees of the Banks mentioned in the said Schedule I, inter alia regarding various terms and conditions of their service. The Settlement dated 27<sup>th</sup> April 2010 was operational for a period of 5 years from 1st November 2007.
- (B) The AIBEA, NCBE, BEFI, NOBW and INBEF (hereafter jointly called the Unions) submitted their Charter of Demands dated 30<sup>th</sup> October 2012 for revision in wages and other service conditions of workmen to IBA and requested for negotiations on the same, with a view to arriving at an amicable settlement.
- (C) Simultaneously, IBA also raised with the Unions, issues on behalf of the managements of banks concerned, to be discussed and settled with a view to improving efficiency of operations in banks.
- (D) The parties agreed that the total quantum of wage revision increase (salaryslip component) shall be ₹2270 crores being 15% of the salaryslip component of Establishment Expenses of Public Sector Banks which are parties to this settlement for the year ending March 2012. It was further agreed that the new salary of pay would be constructed, after merging Dearness Allowance corresponding to 4440 points and with a loading of about 2%. It was further agreed that every second and fourth Saturday of the month will be a holiday and other Saturdays will be full working days. All other issues of the Management and Workmen Unions discussed during the process of negotiations would be settled to the mutual satisfaction. The parties signed and exchanged minutes in this regard on 23<sup>rd</sup> February 2015 at Mumbai.



- (E) The parties negotiated the aforesaid demands and issues and have reached an agreement as set out hereinunder in full satisfaction of their demands.
- (F) The agreement reached as aforesaid shall amend, modify and supersede the relevant provisions of the Awards and Settlements wherever referred to in this Settlement.



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NOW, IT IS HEREBY AGREED AND DECLARED by and between the parties hereto as under:-

### TERMS OF THE SETTLEMENT

#### GENERAL

1. In respect of 43 Banks listed in Schedule 1 to this Memorandum of Settlement, except the State Bank of India, Indian Overseas Bank and Bank of Baroda, the provisions of the Sastry Award in Reference No.S.R.O. 35 dated 5<sup>th</sup> January 1952, notified on 26<sup>th</sup> March 1953 as finally modified and enacted by the Industrial Disputes (Banking Companies) Decision Act, 1955, the Industrial Disputes (Banking Companies) Decision Amendment Act, 1957 and the provisions of the Award of the National Industrial Tribunal presided over by Mr. Justice K T Desai in Reference No.1 of 1960 which Award inter alia modifies certain provisions of the Sastry Award (hereinafter referred to as the Awards) as modified by the settlements dated 19<sup>th</sup> October, 1966, 12<sup>th</sup> October, 1970, 23<sup>rd</sup> July, 1971, 8<sup>th</sup> November, 1973, 1<sup>st</sup> August, 1979, 31<sup>st</sup> October, 1979, 21<sup>st</sup> April, 1980, 8<sup>th</sup> September, 1983, 17<sup>th</sup> September, 1984, 5<sup>th</sup> January, 1987, 10<sup>th</sup> April, 1989, 29<sup>th</sup> June, 1990, 16<sup>th</sup> July, 1991, 29<sup>th</sup> October, 1993, 14<sup>th</sup> February, 1995, 14<sup>th</sup> December, 1996, 28<sup>th</sup> November, 1997, 27<sup>th</sup> March 2000, 10<sup>th</sup> April 2002, 2<sup>nd</sup> June 2005 and 27<sup>th</sup> April 2010 shall continue to govern the service conditions except to the extent the same are modified by this settlement.
  
2. (i) In respect of State Bank of India, the provisions of the Awards as modified by the Settlements dated 31<sup>st</sup> March, 1967, 24<sup>th</sup> February, 1970, 15<sup>th</sup> September, 1970, 1<sup>st</sup> August, 1979, 31<sup>st</sup> October, 1979, 21<sup>st</sup> April, 1980, 8<sup>th</sup> September, 1983, 17<sup>th</sup> September, 1984, 5<sup>th</sup> January, 1987, 10<sup>th</sup> April, 1989, 29<sup>th</sup> June, 1990, 16<sup>th</sup> July, 1991, 29<sup>th</sup> October, 1993, 14<sup>th</sup> February, 1995, 14<sup>th</sup> December, 1996, 28<sup>th</sup> November, 1997, 15<sup>th</sup> September, 1998, 27<sup>th</sup> March 2000, 10<sup>th</sup> April 2002, 22<sup>nd</sup> July 2003, 2<sup>nd</sup> June 2005 and 27<sup>th</sup> April 2010 shall continue to govern the service conditions of the workmen except to the extent the same are modified by this settlement.

- (ii) In respect of Bank of Baroda, the provisions of the Awards as further modified by the Settlements dated 23<sup>rd</sup> December, 1966, 19<sup>th</sup> December, 1970, 1<sup>st</sup> August, 1979, 31<sup>st</sup> October, 1979, 21<sup>st</sup> April, 1980, 8<sup>th</sup> September, 1983, 17<sup>th</sup> September, 1984, 5<sup>th</sup> January, 1987, 10<sup>th</sup> April, 1989, 29<sup>th</sup> June, 1990, 16<sup>th</sup> July, 1991, 29<sup>th</sup> October, 1993, 14<sup>th</sup> February, 1995, 14<sup>th</sup> December, 1996, 28<sup>th</sup> November, 1997, 27<sup>th</sup> March 2000, 10<sup>th</sup> April 2002, 2<sup>nd</sup> June 2005 and 27<sup>th</sup> April 2010 shall continue to govern the service conditions of the workmen except to the extent the same are modified by this settlement.
- (iii) In respect of Indian Overseas Bank, the provisions of the Awards as further modified by the Settlements dated 14<sup>th</sup> December, 1966, 17<sup>th</sup> December, 1970, 29<sup>th</sup> July, 1972, 23<sup>rd</sup> March, 1973, 1<sup>st</sup> August, 1979, 31<sup>st</sup> October, 1979, 21<sup>st</sup> April, 1980, 8<sup>th</sup> September, 1983, 17<sup>th</sup> September, 1984, 5<sup>th</sup> January, 1987, 10<sup>th</sup> April, 1989, 29<sup>th</sup> June, 1990, 16<sup>th</sup> July, 1991, 29<sup>th</sup> October, 1993, 14<sup>th</sup> February, 1995, 14<sup>th</sup> December, 1996, 28<sup>th</sup> November, 1997, 27<sup>th</sup> March 2000, 10<sup>th</sup> April 2002, 2<sup>nd</sup> June 2005 and 27<sup>th</sup> April 2010 shall continue to govern the service conditions of the workmen except to the extent the same are modified by this settlement.
- (iv) In respect of State Bank of India, Bank of Baroda and Indian Overseas Bank, Settlements referred to in Clauses 2(i), (ii) and (iii) above refer to settlements entered into between State Bank of India, Bank of Baroda and Indian Overseas Bank with the All India State Bank of India Staff Federation, All India Bank of Baroda Employees' Federation and the All India Overseas Bank Employees' Union, respectively, representing the workmen of those banks (hereinafter referred to as the said separate settlements).
3. (i) The provisions of the said Awards, the First Bipartite Settlement dated 19<sup>th</sup> October, 1966 and/or other subsequent settlement(s) including the above mentioned separate settlements hereinafter collectively referred to as said

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settlements shall stand modified or superseded to the extent and in the manner detailed hereunder.

- (ii) Provisions in the aforesaid Awards/Settlements which have not been amended/ modified or superseded by this Settlement shall continue to remain in force.

#### 4. Scales of Pay

In modification of Clause 4 of Bipartite Settlement dated 27<sup>th</sup> April 2010, with effect from 1<sup>st</sup> November 2012 the scales of pay shall be as under:-

##### Clerical Staff

11765	$\frac{655}{3}$	13730	$\frac{815}{3}$	16175	$\frac{980}{4}$	20095	$\frac{1145}{7}$
28110	$\frac{2120}{1}$	30230	$\frac{1310}{1}$	31540	(20 years)		

##### Subordinate Staff

9560	$\frac{325}{4}$	10860	$\frac{410}{5}$	12910	$\frac{490}{4}$	14870	$\frac{570}{3}$
16580	$\frac{655}{3}$	18545	(20 years)				

Note:

- (a) Fitment in the new scales of pay shall be on a stage-to-stage basis.  
 (b) There shall be no change in the dates of annual increments because of the fitment.

#### 5. Stagnation Increments

In partial modification of Clause 5 of Bipartite Settlement dated 27<sup>th</sup> April 2010, both clerical and subordinate staff (including permanent part-time employees on scale wages) shall be eligible for eight stagnation increments w.e.f. 1<sup>st</sup> November 2012 at the rate and frequency as stated herein under:



The clerical and subordinate staff including permanent part-time employees on scale wages on reaching the maximum in their respective scales of pay, shall draw eight stagnation increments at the rate of ₹1310/- and ₹655/- (pro rata in respect of permanent part-time employees) each due under this settlement, and at frequencies of 3 years and 2 years respectively, from the dates of reaching the maximum of their scales as aforesaid except that in the case of clerical staff, sixth, seventh and eighth stagnation increments will be released two years after receipt of fifth, sixth and seventh stagnation increments respectively, provided that an employee who has completed two years or more after receiving fifth stagnation increment as on 1st November 2012 shall receive the sixth stagnation increment as on 1st November 2012.

Provided further that a clerical / subordinate staff (including permanent part-time employees on scale wages) already in receipt of seven stagnation increments shall be eligible for the eighth stagnation increment on 1st May 2015 or two years after receiving the seventh stagnation increment, whichever is later.

#### 6. Definition of 'Pay'

In reiteration of Clause 6 of the Bipartite Settlement dated 27<sup>th</sup> April 2010, 'Pay' for the purpose of Dearness Allowance, House Rent Allowance (HRA) and superannuation benefits including for contribution to National Pension System (NPS) shall mean Basic Pay, Stagnation increments, Special Pay, Graduation Pay, Professional Qualification Pay and Officiating Pay, if any.

*Note:*

The increment component of Fixed Personal Pay as given in column 2 of Schedule III shall rank for superannuation benefits.

## 7. Dearness Allowance

In substitution of Clause 7 of Bipartite Settlement dated 27<sup>th</sup> April 2010 with effect from 1st November 2012, the Dearness Allowance shall be payable as per the following rates:-

### Clerical and Subordinate Staff

0.10% of 'pay'

#### Note:

Dearness Allowance in the above manner shall be paid for every rise or fall of 4 points over 4440 points in the quarterly average of the All India Average Working Class Consumer Price Index (General) Base 1960=100.

- (a) It is clarified that there shall be no ceiling on Dearness Allowance.
- (b) Dearness Allowance shall be calculated and paid on Basic Pay, Special Pay, Graduation Pay, Professional Qualification Pay and Officiating Pay, if any, payable under this settlement in respect of both clerical and subordinate staff.
- (c) All other existing provisions relating to Dearness Allowance Scheme shall remain unchanged.

## 8. House Rent Allowance

In substitution of Clause 9 of the Bipartite Settlement dated 27<sup>th</sup> April 2010 with effect from 1<sup>st</sup> November 2012, the House Rent Allowance payable shall be as under:

	Area	Rate as percentage of Pay [No Minimum/No Maximum]
(i)	Places with population of more than 45 lakhs and Project Area Centres in Group 'A'	10.00%
(ii)	Places with population of 12 lakhs and above including State of Goa and Project Area Centres in Group 'B'	9.00%
(iii)	Other places not covered in (i) and (ii) above	7.50%

**Note:**

- (1) Where quarters are provided, HRA shall not be payable and the rent to be recovered shall be 0.3% of the first stage of the Scales of Pay.
- (2) All other existing provisions relating to House Rent Allowance shall remain unchanged.

**9. Special Allowance**

With effect from 1.11.2012, workmen employees shall be paid Special Allowance at 7.75% of the Basic pay with applicable DA thereon.

Note : The Special Allowance with applicable DA thereon shall not be reckoned for superannuation benefits viz., pension including contribution to NPS, PF & Gratuity.

**10. Transport Allowance**

In partial modification of Clause 10 of the Bipartite Settlement dated 27<sup>th</sup> April 2010, Transport Allowance shall be paid as under, with effect from 1<sup>st</sup> November, 2012:

**Clerical and Subordinate Staff**

Upto 15 <sup>th</sup> stage of the scale of Pay	-	₹425/- per month
16 <sup>th</sup> stage of the scale of Pay and above	-	₹470/- per month

Provided that a sub-staff drawing transport allowance at ₹470/- per month, on being promoted to clerical cadre is fitted at a stage lower than 16<sup>th</sup> stage, he shall continue to be paid the same Transport Allowance of ₹470/- per month.

**Note:**

- (i) All permanent part time employees including those on probation and drawing scale wages shall be paid transport allowance on pro rata basis as under:

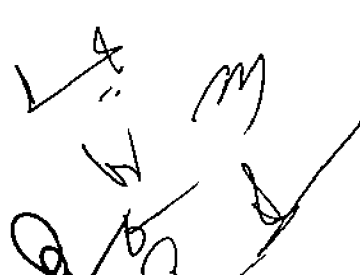
Upto 15 years of service	-	Pro rata @₹425/- per month
Above 15 years of service	-	Pro rata @₹470/- per month

- (ii) This provision by itself will not preclude the payment of any existing allowance of this nature paid as a result of Government guidelines/bank level settlements.

## 11. Special Pay

In modification of Clause 11 of the Bipartite Settlement dated 27<sup>th</sup> April 2010, with effect from 1<sup>st</sup> November 2012:

- (i) The Special Pay payable to the clerical staff and subordinate staff in banks other than State Bank of India, shall be as mentioned under Part-A in Schedule II to this Settlement.
- (ii) In all other aspects, the general rules and provisions contained in Chapter V of the Bipartite Settlement dated 19<sup>th</sup> October 1966 relating to special pay carrying posts, as modified from time-to-time, shall continue to apply.
- (iii) With effect from 1<sup>st</sup> November 2012, Graduation Pay and Professional Qualification Pay payable to the clerical staff in banks shall be as mentioned in Part B of Schedule II to this Settlement.
- (iv) The Special Pay, Graduation Pay and Professional Qualification Pay as mentioned in Part B of Schedule II shall rank for superannuation benefits.
- (v) The rates of Special Pay and the duties of Special Pay carrying posts for workmen staff in State Bank of India may be reviewed and settled at the bank level.
- (vi) In reiteration of sub-clause (xv) of Clause 11 of the Bipartite Settlement dated 27<sup>th</sup> April 2010, a member of the non-subordinate cadre acquiring a Graduate/National Diploma in Commerce or JAIIB/CAIIB (either or both parts) qualification/s at a time when he/she does not have the requisite number of increments in the scale to be earned as advance increments shall in the first instance be released



increments for such qualification(s) acquired to the extent available in the scale and in lieu of the remaining increments(s) not available for being so released as advance increments be granted / released the first installment of Graduation Pay or PQP, as the case may be. Release of subsequent installments of Graduation Pay or PQP shall be with reference to the date of release of Graduation Pay or PQP under this clause.

Provided that in the case of an employee acquiring such qualifications after reaching the maximum of the scale of pay, he shall be granted from the date of acquiring such qualification the first installment of Graduation Pay or PQP, as the case may be and the release of subsequent installments of Graduation Pay or PQP shall be with reference to the date of release of Graduation Pay or PQP under this clause.

Provided further that in case where the non-subordinate employee as on the date of this Settlement, has already acquired JAIIB (Part-I) or CAIIB (Part-II)/ Graduation after reaching maximum of the scale of Pay (in case of JAIIB/ CAIIB/ Graduation) or after reaching 19<sup>th</sup> stage of scale of Pay (in case of CAIIB/Graduation), and has not earned increment(s), otherwise entitled on account of acquiring such qualification, when there were no increments to provide in the scale of pay of those employees, the stagnation increment in such cases may be advanced by one year or two years as the case may be.

## 12. Hill and Fuel Allowance

In partial modification of Clause 12 of the Bipartite Settlement dated 27<sup>th</sup> April 2010, the Hill and Fuel Allowance shall be payable at the following rates with effect from 1<sup>st</sup> November 2012:

- |  |                                 |
|--|---------------------------------|
| a. At places situated at a height of 3000 metres and above                                       | 8% of pay<br>(Max. ₹1500/-p.m.) |
| b. At places situated at a height of and over 1500 metres but below 3000 metres                  | 4% of pay<br>(Max. ₹600/-p.m.)  |
| c. At places situated at a height of over 1000 metres but less than 1500 metres and Mercara Town | 3% of pay<br>(Max. ₹500/-p.m.)  |

*Note:* All other existing provisions shall remain unchanged.

### 13. Fixed Personal Pay

In partial modification of Clause XIV of Bipartite Settlement dated 29th October 1993, Clause 13 of Bipartite Settlement dated 27th March 2000, Clause 13 of the Bipartite Settlement dated 2nd June 2005 and Clause 13 of Bipartite Settlement dated 27<sup>th</sup> April 2010, the Fixed Personal Pay shall be revised with effect from 1st November 2012 as per Schedule III.

**Note :** Only employees who were in the service of the bank on or before 1<sup>st</sup> November 1993 will be eligible for FPP, one year after reaching the maximum scale of pay, they are placed in.

### 14. Payment of Overtime Allowance

The overtime allowance paid to the employees for the overtime work performed upto the date of this settlement shall not be recalculated on account of this Settlement.

### 15. Pension (including State Bank of India)

With effect from 1<sup>st</sup> November 2012, the Pay as defined under Clause 6 of this Settlement and drawn by the employees who are members of the Pension Fund shall be taken into consideration for the purpose of calculation of pension as per the Pension Fund Rules/ Regulations in force.

**Note:** Employees in service of the Banks as on 1st November 2012 and who have retired thereafter but before 25<sup>th</sup> May 2015 and who had opted for commutation of pension will have an option not to claim incremental commutation on revised basic pension.

#### **15(A). Pension for Part-time Employees**

With effect from 1<sup>st</sup> November 2012, for the purpose of calculating the amount of pension in respect of permanent part time employees in scale wages who are covered by the Pension Scheme, their actual service shall be reckoned for qualifying service and not pro rata. The actual service/qualifying service shall be calculated from the date of recruitment/appointment as permanent part time employee in scale wages or from 1<sup>st</sup> September 1978 whichever is later.

#### **15(B). Dearness Relief on Pension**

With effect from 1<sup>st</sup> November, 2012, in respect of employees who retired or died while in service on or after 1<sup>st</sup> November, 2012, Dearness Relief shall be payable at 0.10 % of the Basic Pension or Family Pension or Invalid Pension or compassionate allowance as the case may be. Dearness Relief in the above manner shall be paid half yearly for every rise or fall of 4 points over 4440 points in the quarterly average of the All India Consumer Price Index for industrial workers in the series 1960=100.

#### **16. Provident Fund**

It is reiterated that -

- (a) The employees who are presently covered under the Pension Scheme shall continue to contribute 10% of the Pay towards Provident Fund, but there shall be no matching contribution.
- (b) Employees of State Bank of India will continue to be covered by Contributory Provident Fund Scheme as hitherto.

- (c) Employees who are presently covered under Contributory Provident Fund Scheme and have not opted for Pension Scheme under the Settlement dated 27<sup>th</sup> April 2010 shall continue under the Contributory Provident Fund Scheme as hitherto.

#### 17. Medical Aid

In partial modification of Clause 17 of the Bipartite Settlement dated 27<sup>th</sup> April 2010, with effect from 1st November 2012, the reimbursement of medical expenses under medical aid scheme shall be restricted to an amount of ₹2200 /- per annum.

For the year 2012, the reimbursement of medical expenses under the medical aid scheme shall be enhanced proportionately for two months i.e. November and December 2012.

#### 18. Definition of 'Family':

In substitution of Clause 18 of the Bipartite Settlement dated 27<sup>th</sup> April 2010, for the purpose of medical facilities and for the purpose of leave fare concession, the expression 'family' of an employee shall mean -

- (i) the employee's spouse, wholly dependent unmarried children (including step children and legally adopted children) wholly dependent physically and mentally challenged brother/ sister with 40% or more disability, widowed daughters and dependent divorced/ separated daughters, sisters including unmarried/ divorced/ abandoned or separated from husband/ widowed sisters, as also parents wholly dependent on the employee.
- (ii) The term wholly dependent family member shall mean such member of the family having a monthly income not exceeding ₹10,000/- p.m. If the income of one of the parents exceeds ₹10,000/- p.m. or the aggregate income of both the parents exceeds ₹10,000/- p.m., both the parents shall not be considered as wholly dependent on the employee.

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- (iii) A married female employee may include her natural / legal parents or parents-in-law under the definition of family, but not both, provided that the parents/parents-in-law are wholly dependent on her.

*Note:* For the purpose of medical expenses reimbursement scheme, for all employees, any two of the dependent parents/ parents-in-law shall be covered.

## 19. Leave Fare Concession

- (i) In modification of Paragraph 19 of Bipartite Settlement dated 27<sup>th</sup> April 2010, with effect from the date of this Settlement, leave fare concession payable will be the actual return railway fare or steamer fare incurred by the workman and members of his family subject to the following:
- a) For availment of leave fare concession under a 2 year block for visit to any place within India, the maximum permissible distance shall be 2500 kms. (one way), for the subordinate staff and 2000 kms. (one way) for non-subordinate staff.
  - b) For availment of leave fare concession under a 4 year block for visit to any place in India, the maximum permissible distance shall be 5000 kms. (one way) for subordinate staff and 4000 kms. (one way) for non-subordinate staff.
- (ii) With the effect from 1<sup>st</sup> June 2015, the class of fare to which the workman and the members of his family would be entitled, shall be as follows:

**Subordinate Staff :**

AC III Tier for the journey by mail/express train.  
By Steamer – II Class Cabin

**Non-subordinate Staff :**

II AC for the journey by mail/express train.  
By Steamer – I Class Cabin

*Note:* The above entitlement shall also be applicable for travel on duty.

Provided further that where the non-subordinate employee and / or members of his family undertake travel by air either to his place of domicile or to any

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other place for rest and recuperation within India, he shall be entitled to be reimbursed the actual air fare so incurred or the II AC class fare by train by a direct route in case of travel to place of domicile or to the extent of the maximum admissible distance in case of travel to any other place for rest and recuperation, during the two year/four year block respectively, whichever is less.

- (iii) An employee and/or members of his family, when availing leave fare concession may undertake travel by any mode of surface transport between places and the employee will be eligible to claim in respect of such journey his actual expenditure or the notional train fare by the entitled class for the admissible distance, whichever is less, within his overall entitlement.

For the purpose of this sub-clause, travel by any approved mode of surface transport would mean such travel undertaken through any public transport or transport (including taxi) operated by agencies / tour operators approved by appropriate Government authorities or motorcar owned by the employee with permission of the Bank.

- (iv) By exercising an option anytime during a block of 2 years or 4 years, as the case may be, an employee can either undertake travel availing of leave fare concession and claim reimbursement upto his entitlement or to encash the facility for the concerned block. The option so exercised shall be irrevocable for the block concerned. On opting to encash the facility, he will be entitled to receive a lump sum equivalent to notional train fare for the admissible distance (depending on a 2 year or 4 year block) by the entitled class, subject to deduction of admissible tax at source. Leave Fare Concession for travel to place of domicile is not encashable. An employee opting to encash his LFC shall prefer the claim for himself and his family members only once during the block / term in which such encashment is availed of. The facility of

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encashment of privilege leave while availing of Leave Fare Concession is also available while encashing the facility of LFC.

- (v) All employees will be given an opportunity to exercise an option within 90 days from the date of this Settlement to avail LFC under two years/four years block as the case may be. If no option is exercised within the stipulated period, the earlier option will continue to be operative.

## 20. Hospitalisation

In substitution of Clause 20 of the Bipartite Settlement dated 27<sup>th</sup> April 2010, the reimbursement of hospital expenses shall be as per the Medical Insurance Scheme detailed in Schedule IV to this Settlement.

## 21. Compensation on Transfer

In supersession of Clause 22 of Bipartite Settlement dated 27<sup>th</sup> April 2010, with effect from 1st June 2015, compensation on transfer, shall be as under:-

An employee on transfer shall be paid the cost actually incurred for transporting his personal effects, as under:

### By Train:

	Non Sub-staff	Sub-staff
a. For married persons	3000 kg.	2000 kg.
b. For unmarried persons	2000 kg.	1150 kg.

**By Road:** An employee on transfer from one station to another can transport his/her personal effects by rail/road upto the stipulated weights by an IBA approved Transport Operator.

**22. Compensation for losses due to breakage or damage to goods on Transfer**

In modification of Clause 23 of Bipartite Settlement dated 27<sup>th</sup> April 2010, with effect from the 1st June 2015, compensation on transfer, shall be as under:-

- a. Where an employee produces receipts or a statement of loss in respect of breakages subject to a maximum of:

Clerical Staff	:	₹1,500/-
Subordinate Staff	:	₹1,000/-

- b. Where no receipts/statement of loss are produced, a lumpsum payment of:

Clerical Staff	:	₹1,000/-
Subordinate Staff	:	₹750/-

**23. Halting Allowance**

In modification of Clause 24 of the Bipartite Settlement dated 27<sup>th</sup> April 2010, with effect from 1<sup>st</sup> June 2015, halting allowance shall be payable at the following rates for the days spent on duty outside the headquarters:

	(A)	(B)	(C)
	Places with population of 12 lakhs and above and States of Goa	Places with population of 5 lakhs and above, State Capitals/ Capitals of Union Territories not covered in column (A)	Other Places
Clerical Staff	₹700/- per diem	₹600/- per diem	₹450/- per diem
Subordinate Staff	₹500/- per diem	₹400/- per diem	₹250/- per diem

**24. Washing Allowance**

In supersession of Clause 25 of Bipartite Settlement dated 27<sup>th</sup> April 2010, with effect from 1<sup>st</sup> June 2015, washing allowance shall be payable at ₹150/- p.m., where the washing of livery is not arranged by the bank.

**25. Cycle Allowance**

In supersession of Clause 26 of Bipartite Settlement dated 27<sup>th</sup> April 2010, w.e.f. 1st November 2012, cycle allowance is payable to the members of the subordinate staff who are required to use a cycle on regular assignment for outdoor duties at ₹100/- p.m. at all centers.

Cycle allowance would not be paid to workman member of the subordinate staff entitled to the allowance for the period of leave where such leave exceeds 30 days.

**26. Split Duty Allowance**

In partial modification of Clause 27 of the Bipartite Settlement dated 27<sup>th</sup> April 2010, w.e.f. 1st November 2012, Split Duty Allowance shall be payable at all centers at ₹150/- p.m.

**27. Project Area Compensatory Allowance**

In partial modification of Clause 28 of the Bipartite Settlement dated 27<sup>th</sup> April 2010, w.e.f. 1st November 2012, workmen in project areas shall be paid project area compensatory allowance as under :

Project Area Group 'A'	Project Area Group 'B'
Clerical Staff - ₹250/- p.m.	Clerical Staff - ₹200/- p.m.
Sub-Staff - ₹200/- p.m.	Sub-Staff - ₹175/- p.m.

**28. Special Area Allowance**

In partial modification of Clause 29 of Bipartite Settlement dated 27<sup>th</sup> April 2010, in view of revision in 'Pay Scale', w.e.f. 1st November 2012, the Pay referred to under Columns (3) and (4) of Schedule VI of Bipartite Settlement dated 27.4.2010, shall be read as ₹24,000/- instead of 14,700/-, the rates, other details and conditions remaining unchanged.

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**29. Reimbursement of expenses on Road Travel**

In substitution of Clause 31 of Bipartite Settlement dated 27<sup>th</sup> April 2010, w.e.f. 1<sup>st</sup> June 2015, where an employee has to travel on duty / LFC between two places he shall be reimbursed actual road mileage cost or at ₹6/- per k.m., whichever is less.

**30. Privilege Leave**

In partial modification to Clause 13.20 of Bipartite Settlement dated 19.10.1966 (other than State Bank of India) and para 7.20 of Settlement dated 31<sup>st</sup> March 1967 (in case of State Bank of India), an employee other than a member of the Executive Committee of a registered trade union of the employees of the Bank shall not be entitled to take privilege leave on more than four occasions in a calendar year.

Where however, the reasons for the request by an employee for leave on more than four occasions in a year are adequate and genuine and it is not administratively inconvenient, such leave may be granted.

Privilege Leave should be applied not less than 15 days before the proposed date of commencement of such leave.

In partial modification to Clause 8 of Bipartite Settlement dated 29.6.1990, Privilege Leave accruing to an employee on or after the date of this settlement, shall be allowed to be accumulated beyond 240 days up to a maximum of 270 days. However, encashment of privilege leave shall be restricted up to a maximum of 240 days.

**31. Maternity Leave**

Clause 30 of Bipartite Settlement dated 27<sup>th</sup> April 2010 shall be substituted by the following:



- (a) Maternity leave, which shall be on substantive pay, shall be granted to a female employee for a period not exceeding 6 months on any one occasion and 12 months during the entire period of her service.
- (b) Within the overall period of 12 months, leave may also be granted in case of miscarriage/abortion/MTP.
- (c) Within the overall period of 12 months, leave may also be granted in case of hysterectomy upto a maximum of 60 days.
- (d) Leave may also be granted once during service to a childless female employee for legally adopting a child who is below one year of age, for a maximum period of six months, subject to the following terms and conditions: -
  - (i) Leave will be granted for adoption of only one child.
  - (ii) The adoption of a child should be through a proper legal process and the employee should produce the adoption-deed to the Bank for sanctioning such leave.
  - (iii) The permanent part-time employees are also eligible for grant of leave for adoption of a child.
  - (iv) The leave shall also be available to biological mother in cases where the child is born through surrogacy.
  - (v) The leave shall be availed within overall entitlement of 12 months during the entire period of service.

### 32. Paternity Leave

With effect from the 1<sup>st</sup> June 2015, male employees with less than two surviving children shall be eligible for 15 days Paternity Leave during his wife's confinement. This leave may be combined with any other kind of leave except

Casual Leave. The leave may be availed upto 15 days before or upto 6 months from the date of delivery of the child.

**33. Casual Leave**

In supersession of Clause 13.22 of Bipartite Settlement dated 19.10.1966 (in case of State Bank of India, Clause 7.22 of the Settlement dated 31<sup>st</sup> March 1967), an employee shall be entitled to Casual Leave upto a maximum of 12 days in each calendar year, provided that not more than 4 days may be taken continuously. It is reiterated that holidays and weekly offs prefixing/suffixing or falling within the period of Casual Leave will not be treated as part of Casual Leave.

**34. Sick Leave**

In partial modification to Clause 27 of Bipartite Settlement dated 27.3.2000, Casual Leave converted into Sick Leave may also be availed without production of medical certificate for 4 days at a time once in a year or two days at a time, twice a year.

**35. Special Sick Leave**

With effect from the 1.6.2015, Special Sick Leave up to 30 days may be granted to an employee once during his/her entire period of service for donation of kidney/organ.

**36. Extraordinary Leave**

In partial modification of Clause 13.34 of Settlement dated 19<sup>th</sup> October 1966, (in case of State Bank of India, Clause 7.34 of Agreement dated 31<sup>st</sup> March 1967) in exceptional circumstances, Extraordinary Leave may be sanctioned (without wages) not exceeding 3 months on any one occasion and upto a maximum of 24 months during the entire period of an employees' service.

**37. Joining Time**

It is agreed by and between the parties that with effect from the date of the Settlement, joining time of six days allowable under Para 511 of Sastry Award may





be granted either immediately after relieving or within three months after joining the new place of posting.

### 38. Holidays

In terms of understanding dated 23<sup>rd</sup> February 2015 reached between IBA and Workmen Unions, every second and fourth Saturday of the month will be a holiday and other Saturdays will be full working days. IBA has initiated steps to get clearances from the Reserve Bank of India and Government of India. The change will be effective after approval by the Reserve Bank of India and Notification of the change issued by the Government of India.

### 39. Special provision for State Bank of India

Special compensatory provisions in respect of State Bank of India as in bank level settlements may be reviewed and settled at bank level.

### 40. Implementation

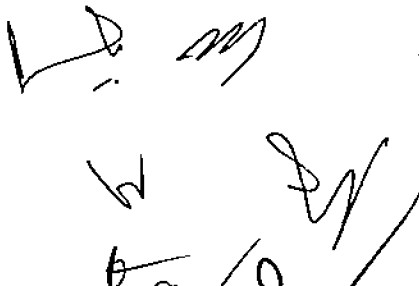
The various provisions of this Settlement shall take effect from the dates specified hereunder, unless provided to the contrary and the financial benefits emanating therefrom shall be given effect to within a period of 90 days from the date of this Settlement.

		<u>With effect from</u>
1.	Scales of Pay: As per Clause 4	1 <sup>st</sup> November 2012
2.	Dearness Allowance, Professional Qualification Pay/ Graduation Pay, House Rent Allowance, Provident Fund, Gratuity, Fixed Personal Pay, Transport Allowance, Annual Medical Aid, Special Area Allowance, Hill & Fuel Allowance, Split Duty Allowance, Cycle Allowance, Project Area Compensatory Allowance	1 <sup>st</sup> November 2012
3.	Stagnation Increment - 8 <sup>th</sup>	1 <sup>st</sup> May 2015
4.	Special Allowance	1 <sup>st</sup> November 2012

5.	Special Pay	1 <sup>st</sup> November 2012
6.	Halting Allowance, Washing Allowance, Compensation on Transfer, Compensation for losses due to breakage of damage to goods on transfer, Reimbursement of Expenses on Road Travel	1 <sup>st</sup> June 2015
7.	LFC, Definition of Family, Amendments in PL, Sick Leave, Casual Leave, Extraordinary Leave	1 <sup>st</sup> June 2015
8.	Accumulation of PL up to 270 days	1 <sup>st</sup> June 2015
9.	Paternity Leave	1 <sup>st</sup> June 2015
10.	Special Sick Leave	1 <sup>st</sup> June 2015
11.	Maternity Leave , Joining Time	25 <sup>th</sup> May 2015

#### 41. Date of Effect and Operation

- i. This Settlement shall be binding on the parties for five years from 1<sup>st</sup> November 2012.
- ii. The terms and conditions hereof shall continue to govern and bind the parties even thereafter until the Settlement is terminated by either party giving to the other a statutory notice as prescribed in law for the time being in force.
- iii. The All India Bank Employees' Association, the National Confederation of Bank Employees, the Bank Employees' Federation of India, the National Organisation of Bank Workers and the Indian National Bank Employees Federation on behalf of the workmen agree that during the operation of this Settlement, the workmen will not for any reason whatsoever, raise any demand of any nature whatsoever on any of the banks in respect of matters, monetary or otherwise, covered by this Memorandum of Settlement.
- iv. Copies of the Memorandum of Settlement will be jointly forwarded by the parties to the authorities listed in Rule 58 of the Industrial Disputes (Central) Rules, 1957 so that terms and conditions thereof are binding on the parties as provided in law.

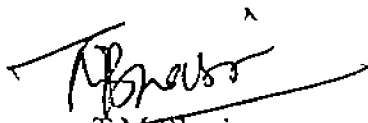


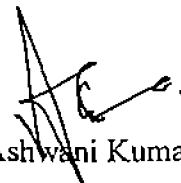
## 42. Interpretation


If there is any difference of opinion regarding interpretation of any of the provision of this Settlement the matter will be taken up only at the level of the Indian Banks' Association, the All India Bank Employees' Association, the National Confederation of Bank Employees, the Bank Employees' Federation of India, the National Organisation of Bank Workers and the Indian National Bank Employees Federation for discussion and settlement.


Dated: 25<sup>th</sup> May 2015

### Indian Banks' Association

  
T M Bhasin

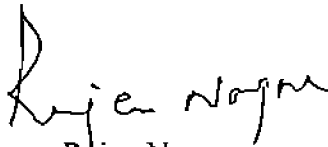
  
Ashwani Kumar

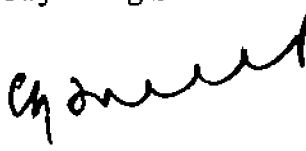
  
Animesh Chauhan

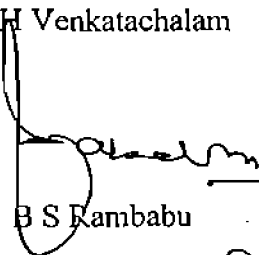
  
Shyam Srinivasan

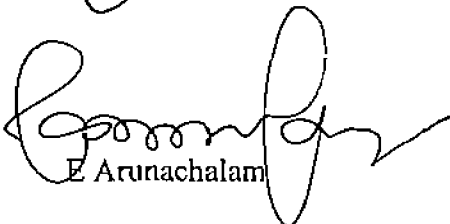
  
Ashwini Mehra

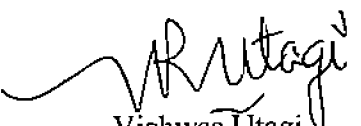
### All India Bank Employees' Association

  
Rajen Nagar

  
C H Venkatachalam

  
B S Rambabu

  
E Arunachalam

  
Vishwas Utagi

M V Tanksale

J P Sharma

K Unnikrishnan

Lalita Joshi

K S Chauhan

D D Rustagi

V K Sharma

P P Varghese

**National Confederation of Bank Employees**

**Bank Employees' Federation of India**

Vinil Kumar Saxena

C J Nandakumar

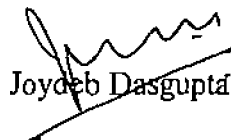
M V Murali

Pradip Biswas

Sanjeev K. Bandlish

K Krishnan

  
R K Sharma


  
Joydeb Dasgupta

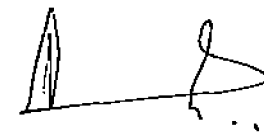
  
Jyothi B Mohapatra


**National Organisation of Bank Workers**

  
Ajay N Badani

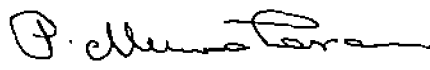
  
Prabal Pratap Singh


  
Brajesh K Mishra

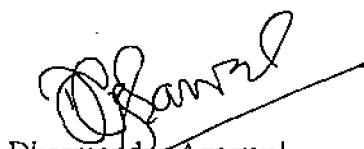
  
Ramanath R Kini

  
Anil Bhagoliwal

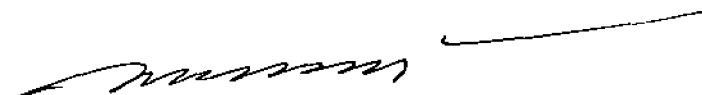
  
Mohan Kumtakar


  
P Menoharan

  
Man Mohan Gupta


  
Dharmendra Agarwal

**Indian National Bank Employees'  
Federation**

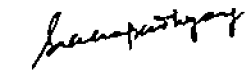
  
Subhash S Sawant



Narendra Kumar Tehri



Siddharth B Menon




Shyam Mukhopadhyay

**WITNESSES**




W Ferreira



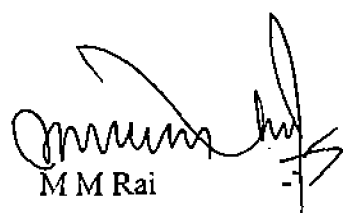
Rashmi Patwardhan

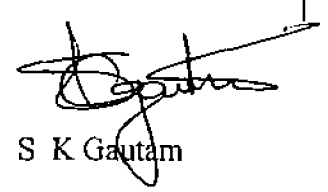


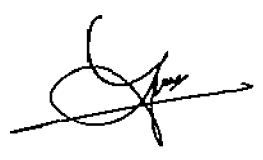
R Vijayakumar



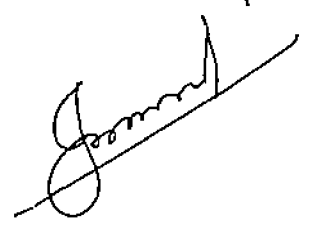
Gourdas


  
M M Rai

  
S K Gautam

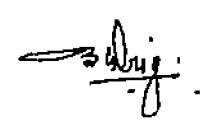
N Venugopal 

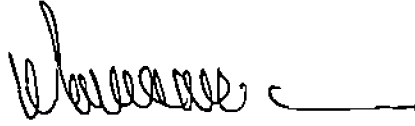
N Radhakrishnan 

A Jayakumar 

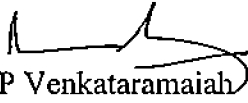
Ashok Varma 

K K Singh 

P Babu Joseph 



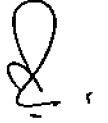
Srinivasa Babu



P Venkataramaiah



S Sudhakar Shetty



Ravindra G Joshi



Dharnidhar Swain



R Meenakshi Sundaram

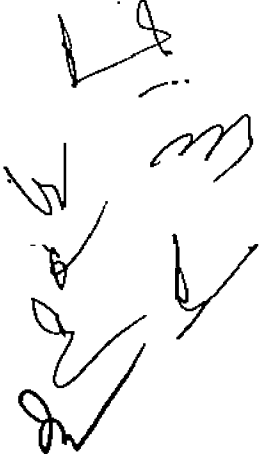
- CC TO: 1. Assistant Labour Commissioner (Central)  
2. Regional Labour Commissioner (Central)  
3. Chief Labour Commissioner (Central), New Delhi  
4. The Secretary to the Government of India,  
Ministry of Labour, New Delhi.



**SCHEDULE - I****LIST OF BANKS TO BIPARTITE SETTLEMENT**

1. Allahabad Bank
2. Andhra Bank
3. Bank of Baroda
4. Bank of India
5. Bank of Maharashtra
6. Canara Bank
7. Central Bank of India
8. Corporation Bank
9. Dena Bank
10. Indian Bank
11. Indian Overseas Bank
12. Oriental Bank of Commerce
13. Punjab & Sind Bank
14. Punjab National Bank
15. Syndicate Bank
16. UCO Bank
17. Union Bank of India
18. United Bank of India
19. Vijaya Bank
20. State Bank of India
21. State Bank of Bikaner & Jaipur
22. State Bank of Hyderabad
23. State Bank of Mysore
24. State Bank of Patiala
25. State Bank of Travancore
26. The Catholic Syrian Bank Ltd.
27. The Dhanalakshmi Bank Ltd.
28. The Federal Bank Ltd.

29. ING Vysya Bank Ltd. (now Kotak Mahindra Bank Ltd.)
30. The Jammu & Kashmir Bank Ltd.
31. The Karnataka Bank Ltd.
32. The Karur Vysya Bank Ltd.
33. The Lakshmi Vilas Bank Ltd.
34. The Nainital Bank Ltd.
35. Ratnakar Bank Ltd.
36. The South Indian Bank Ltd.
37. The Bank of Tokyo-Mitsubishi UFJ, Ltd.
38. BNP Paribas
39. Citibank, N.A.
40. The Hongkong & Shanghai Banking Corporation Ltd.
41. The Royal Bank of Scotland, N.V.
42. Sonali Bank
43. Standard Chartered Bank

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## SCHEDULE - II

PART A  
SPECIAL PAY

## For Clerical Staff (w.e.f. 1.11.2012)

Sr. No.	Post	Special Pay (₹)
1.	Single Window Operator 'B'	820
2.	Head Cashier - II	1280
3.	Special Assistant	1930

## For Subordinate Staff (w.e.f. 1.11.2012)

Sr. No.	Post	Special Pay (₹)
1.	Armed Guard	390
2.	Bill Collector	390
3.	Daftary	560
4.	Head Peon	740
5.	Electrician	2040
6.	AC Plant Operator	2040
7.	Driver	2370
8.	Head Messenger in IOB	1630

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## SCHEDULE - II

**PART B**  
**GRADUATION PAY/ PROFESSIONAL QUALIFICATION PAY**

For those workmen who hereafter reach or have already reached 20<sup>th</sup> stage of the scale and have got increments in consideration of educational qualification(s), Graduation Pay/ Professional Qualification Pay shall be payable as under:

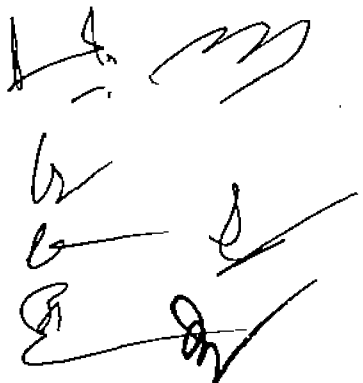
1. Those who are graduates and/or NDC -  
₹410/- p.m. after they complete 1 year  
₹800/- p.m. after they complete 2 years
2. Those who have passed JAIIB or Part I of CAIB/CAIIB-  
₹410/- p.m. after they complete 1 year
3. Those who have passed JAIIB and CAIIB or Both Parts of CAIB/CAIIB -  
₹410/- p.m. after they complete 1 year  
₹800/- p.m. after they complete 2 years  
₹1210/- p.m. after they complete 3 years
4. Those who are graduates/NDC and have passed JAIIB or Part I of CAIB/CAIIB –  
₹410/- p.m. after they complete 1 year  
₹800/- p.m. after they complete 2 years  
₹1210/- p.m. after they complete 3 years
5. Those who are graduates/NDC and have passed JAIIB or Both Parts of CAIB/CAIIB –  
₹410/- p.m. after they complete 1 year  
₹800/- p.m. after they complete 2 years  
₹1210/- p.m. after they complete 3 years  
₹1620/- p.m. after they complete 4 years  
₹2010/- p.m. after they complete 5 years.

*Note: Refer to Clause 11 of this Settlement*

SCHEDULE - III

**FIXED PERSONAL PAY**

Area of Posting	Total FPP payable where bank's accommodation is not provided	Total FPP payable where bank's accommodation is provided	Increment Component of FPP
(1)	(2)	(3)	(4)
<b>CLERICAL STAFF</b>			
(i) Places with population of more than 45 lakhs	1585	1450	1310
(ii) Places with population of 12 lakhs and above including State of Goa	1570	1450	1310
(iii) Other places not covered in (i) and (ii) above	1550	1450	1310
<b>SUBORDINATE STAFF</b>			
(i) Places with population of more than 45 lakhs	790	730	655
(ii) Places with population of 12 lakhs and above including State of Goa	790	730	655
(iii) Other places not covered in (i) and (ii) above	780	730	655


  
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## SCHEDULE IV

**SCHEDULE FOR REIMBURSEMENT OF  
HOSPITALISATION EXPENSES****MEDICAL INSURANCE SCHEME**

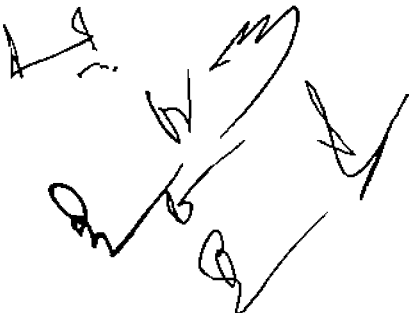
Having regard to the need to extend better coverage and reimbursement of hospitalization and medical expenses incurred by the officers / employees/dependent family members, the demand for full reimbursement of expenses connected with hospitalisation and medical treatment including domiciliary hospitalization and domiciliary treatment was discussed by and between the parties and a new scheme for reimbursement of medical expenses has been formulated.

The salient feature of the Scheme is as under:

The scheme shall cover expenses of the officers / employees and dependent family members in cases he/she shall contract any disease or suffer from any illness (hereinafter called DISEASE) or sustain any bodily injury through accident (hereinafter called INJURY) and if such disease or injury shall require any employee/ dependent family member, upon the advice of a duly qualified Physician/Medical Specialist/Medical practitioner (hereinafter called MEDICAL PRACTITIONER) or of a duly qualified Surgeon (hereinafter called SURGEON) to incur hospitalization/ domiciliary hospitalization and domiciliary treatment expenses as defined in the Scheme, for medical/surgical treatment at any Nursing Home/ Hospital / Clinic (for domiciliary treatment)/ Day care Centre which are registered with the local bodies in India as herein defined (hereinafter called HOSPITAL) as an inpatient or otherwise as specified as per the scheme.

The Scheme covers Employee + Spouse + Dependent Children + any two of the dependent Parents /Parents-in-law.

- No age limit for dependent children (including step children and legally adopted children).



- A child would be considered dependent if his/her monthly income does not exceed ₹10,000/- per month;
- Widowed Daughter and dependent divorced / separated daughters, sisters including unmarried / divorced / abandoned or separated from husband/ widowed sisters and Crippled Child shall be considered shall be considered as dependent for the purpose of this policy.
- Physically challenged Brother / Sister with 40% or more disability shall also be covered as Dependent.
- No Age Limits for Dependent Parents. Any two, i.e. either dependent parents or parents-in-law will be covered as dependent.
- Parents would be considered dependent if their monthly income does not exceed ₹10,000/- per month or as revised by Indian Banks' Association in due course, and wholly dependent on the employee as defined in this scheme.

All the existing permanent officers / employees of the Banks which are parties to this Settlement shall be covered by this Scheme from the date of introduction/implementation of this Scheme. All New Officers / employees shall be covered from the date of joining as per their appointment in the bank.

Till the new scheme is made effective and gets implemented, the existing provisions as per Bipartite Settlement/ Joint Note dated 27.4.2010 will continue to operate.

The new Scheme as applicable to the officers/ employees in service would be continued beyond their retirement/superannuation/resignation, etc. subject to payment of stipulated premium by them.

The new Scheme would also cover the existing retired officers/ employees of the Banks and dependent spouse subject to payment of stipulated premium by them.

In the event of any claim becoming admissible under this scheme, the Bank will reimburse the amount of such expenses as would fall under different heads mentioned below and as are reasonably and medically necessary incurred thereof by or on behalf of such employee.

Reimbursement shall cover Room and Boarding expenses as provided by the Hospital/Nursing Home not exceeding ₹5000 per day or the actual amount whichever is less. Intensive Care Unit (ICU) expenses not exceeding ₹7500/- per day or actual amount whichever is less. Surgeon, team of surgeons, Assistant surgeon, Anaesthetist, Medical Practitioner, Consultants, Specialists Fees, Nursing Charges, Service Charges, IV Administration Charges, Nebulization Charges, RMO charges, Anaesthetic, Blood, Oxygen, Operation Theatre Charges, surgical appliances, OT consumables, Medicines &

Drugs, Dialysis, Chemotherapy, Radiotherapy, Cost of Artificial Limbs, cost of prosthetic devices implanted during surgical procedure like pacemaker, defibrillator, ventilator, orthopaedic implants, Cochlear Implant, any other implant, Intra-Ocular Lenses, infra cardiac valve replacements, vascular stents, any other valve replacement, laboratory/ diagnostic tests, X-ray CT Scan, MRI, any other scan, scopies and such similar expenses that are medically necessary or incurred during hospitalization as per the advice of the attending doctor.

Hospitalization expenses (excluding cost of organ) incurred on donor in respect of organ transplant to officers/ employee/dependent would also be covered for reimbursement.

Pre and Post Hospitalization expenses payable in respect of each hospitalization shall be the actual expenses incurred subject to 30 days prior to hospitalization and 90 days after discharge.

Alternative systems of treatments other than treatment under Allopathy or modern medicine shall include Ayurveda, Unani, Siddha, Homeopathy and Naturopathy in the Indian context, for Hospitalization and Domiciliary treatment.

**CASHLESS FACILITY:** The scheme also includes the benefit of cashless treatment facility in hospitals under a scheme worked by the Banks and the hospitals under a common insurance scheme.

**CONTRIBUTION:** The officers / employees shall not be required to share the cost of such benefits under the new scheme. However, in the case of officers / employees retiring from the Banks after the scheme is introduced and those who are already retired from the services of the banks and who opt to avail the benefits of the scheme, the amount of contribution by such persons shall be decided at the respective Bank level.

Day care Treatments shall be covered under the scheme and would refer to medical treatment and or surgical procedure which is

- i. undertaken under general or local anaesthesia in a hospital/day care centre in less than a day because of technological advancement, and
- ii. which would have otherwise required hospitalisation of more than a day. Treatment normally taken on an out patient basis is not included in the scope of this definition.

**DOMICILIARY HOSPITALIZATION:** Domiciliary Hospitalization shall be covered under this scheme and would mean 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 :

- a) The condition of the patient is such that he/she is not in a condition to be removed to a hospital or
- b) the patient takes treatment at home on account of non-availability of room in a hospital.

**DOMICILIARY TREATMENT** shall also be covered under this scheme i.e. treatment taken for specified diseases which may or may not require hospitalization as mentioned herein below.

Domiciliary Hospitalization / Domiciliary Treatment : Medical expenses incurred in case of the following diseases which need Domiciliary Hospitalization /domiciliary treatment as may be certified by the recognized hospital authorities and bank's 'medical officer shall be deemed as hospitalization expenses and reimbursed to the extent of 100%.

Cancer, Leukemia, Thalassemia, Tuberculosis, Paralysis, Cardiac Ailments , Pleurisy , Leprosy, Kidney Ailment, All Seizure disorders, Parkinson's diseases, Psychiatric disorder including schizophrenia and psychotherapy, Diabetes and its complications, hypertension, Asthma, Hepatitis -B, Hepatitis - C, Hemophilia, Myasthenia gravis, Wilson's disease, Ulcerative Colitis, Epidermolysis bullosa, Venous Thrombosis (not caused by smoking) Aplastic Anaemia, Psoriasis, Third Degree burns, Arthritis, Hypothyroidism, Hyperthyroidism, expenses incurred on radiotherapy and chemotherapy in the treatment of cancer and leukemia, Glaucoma, Tumor, Diphtheria, Malaria, Non-Alcoholic Cirrhosis of Liver, Purpura, Typhoid, Accidents of Serious Nature, Cerebral Palsy, Polio, all Strokes leading to Paralysis, Haemorrhages caused by accidents, all animal/reptile/insect bite or sting, chronic pancreatitis, Immuno suppressants, multiple sclerosis / motor neuron disease, status asthmaticus, sequela of meningitis, osteoporosis, muscular dystrophies, sleep apnea syndrome(not related to obesity), any organ related (chronic) condition, sickle cell disease, systemic lupus erythematosus (SLE), any connective tissue disorder, varicose veins, thrombo embolism venous thrombosis/ venous thrombo embolism (VTE), growth disorders, Graves' disease, Chronic Pulmonary Disease, Chronic Bronchitis, Physiotherapy and swine flu shall be considered for reimbursement under domiciliary treatment.

The cost of medicines, investigations, and consultations, etc.in respect of domiciliary treatment shall be reimbursed for the period stated by the specialist in Prescription. If no period stated, the prescription for the purpose of reimbursement shall be valid for a period not exceeding 90 days.

**HOSPITAL / NURSING HOME:** A Hospital under this scheme would mean any institution established for in-patient 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 establishments (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 qualified nursing staff under its employment round the clock.
- Has at least 10 in-patient beds in towns having a population of less than 10 lacs and at least 15 in-patient beds in all other places;
- 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 makes these accessible to the insurance company's authorized personnel.

This clause will however be relaxed in areas where it is difficult to find such hospitals. The term ' Hospital / Nursing Home ' shall not include an establishment which is a place of rest, a place for the aged, a place for drug-addicts or place for alcoholics, a hotel or a similar place.

**HOSPITALIZATION:** Hospitalization would mean admission in a Hospital/ Nursing Home for a minimum period of 24 consecutive hours of inpatient care except for specified procedures/treatments, where such admission could be for a period of less than a day,

**ID CARD:** In terms of the scheme arrived at between the Banks and insurance companies, ID Cards would be issued to all the officers / employees/ dependent family members/retired officers / employees/their dependents for the purpose of availing cashless facility in network hospitals.

**PRE-EXISTING DISEASE:** Pre Existing Diseases would be covered for reimbursement under this scheme.

**PRE-HOSPITALISATION MEDICAL EXPENSES:** Medical expenses incurred immediately 30 days before the insured person is hospitalized will be considered as part of a claim provided that such medical expenses are incurred for the same condition for which the insured person's hospitalization was required.

**POST HOSPITALISATION MEDICAL EXPENSES:** Relevant medical expenses incurred immediately 90 days after the employee/ dependent/ retirement employee is discharged from the hospital provided that such medical expenses are incurred for the same condition for which the Insured Person's Hospitalization was required.

**Additional Ex-Gratia for Critical Illness :** In addition to the reimbursement covered under this scheme, officers / employees (only officers / employees and not their dependents or retired officers / employees) shall be provided additional ex gratia of ₹ 1,00,000/- . In case an employee contracts a Critical Illness as listed below, the sum of ₹1,00,000/- shall be paid. This benefit shall be provided on first detection/diagnosis of the Critical Illness.

- Cancer including Leukemia
- Stroke
- Paralysis
- By Pass Surgery
- Major Organ Transplant/Bone marrow transplantation
- End Stage Liver Disease
- Heart Attack
- Kidney Failure
- Heart Valve Replacement Surgery

Hospitalization is not required to claim this benefit.

Expenses on Hospitalization for minimum period of a day are admissible. However, this time limit shall not be applied to specific treatments, such as:

1	Adenoidectomy	19	Haemo dialysis
2	Appendectomy	20	Fissurectomy / Fistulectomy
3	Auroplasty not Cosmetic in nature	21	Mastoidectomy
4	Coronary angiography /Renal	22	Hydrocele
5	Coronary angioplasty	23	Hysterectomy
6	Dental surgery	24	Inguinal/ventral/umbilical/femoral hernia
7	D&C	25	Parenteral chemotherapy
8	Excision of cyst/granuloma/lump/tumor	26	Polypectomy
9	Eye surgery	27	Septoplasty
10	Fracture including hairline fracture /dislocation	28	Piles/ fistula
11	Radiotherapy	29	Prostate surgeries
12	Chemotherapy including parental chemotherapy	30	Sinusitis surgeries

13	Lithotripsy	31	Tonsillectomy
14	Incision and drainage of abscess	32	Liver aspiration
15	Varicocelectomy	33	Sclerotherapy
16	Wound suturing	34	Varicose Vein Ligation
17	FESS	35	All scopies along with biopsies
18	Operations/Micro surgical operations on the nose, middle ear/internal ear, tongue, mouth, face, tonsils & adenoids, salivary glands & salivary ducts, breast, skin & subcutaneous tissues, digestive tract, female/male sexual organs	36	Lumbar puncture
		37	Ascitic Pleural tapping

This condition will also not apply in case of stay in hospital of less than a day provided the treatment is undertaken under General or Local Anesthesia in a hospital / day care centre in less than a day because of technological advancement and which would have otherwise required hospitalization of more than a day.

**MATERNITY EXPENSES BENEFIT EXTENSION :** Hospitalization expenses in respect of the new born child can be covered within the Mother's Maternity expenses. The maximum benefit allowable under this clause will be up to ₹ 50000/- for normal delivery and ₹ 75,000/- for Caesarean Section-

**Baby Day one Cover:** New born baby is covered from day one. All expenses incurred on the new born baby during maternity will be covered in addition to the maternity limit and up to Rs, 20,000/-.

**Ambulance Charges:** Ambulance charges are payable up to Rs 2500/- per trip to hospital and / or transfer to another hospital or transfer from hospital to home if medically advised. Taxi and Auto expenses in actual maximum up to Rs750/- per trip will also be reimbursable.

Ambulance charges actually incurred on transfer from one center to another center due to Non availability of medical services/ medical complication shall be payable in full.

**Congenital Anomalies:** Expenses for Treatment of Congenital Internal / External diseases, defects anomalies are covered under the scheme.

**Psychiatric diseases:** Expenses for treatment of psychiatric and psychosomatic diseases shall be payable with or without hospitalization.

Advanced Medical Treatment: All new kinds of approved advanced medical procedures for e.g. laser surgery, stem cell therapy for treatment of a disease is payable on hospitalization /day care surgery.

Treatment taken for Accidents can be payable even on OPD basis in Hospital.

Taxes and other Charges : All Taxes , Surcharges , Service Charges , Registration charges, Admission Charges , Nursing , and Administration charges to be payable.

Charges for diapers and sanitary pads are payable,if necessary, as part of the treatment.

Charges for Hiring a nurse / attendant during hospitalization will be payable only in case of recommendation from the treating doctor in case ICU / CCU, Neo natal nursing care or any other case where the patient is critical and requiring special care.

Treatment for Genetic Disorder and stem cell therapy shall be covered under the scheme.

Treatment for Age related Macular Degeneration (ARMD), treatment such as Rotational Field Quantum magnetic Resonance (RFQMR), Enhanced External Counter Pulsation (EECP), etc. are covered under the scheme. Treatment for all neurological/ macular degenerative disorders shall be covered under the scheme.

Rental Charges for External and or durable Medical equipment of any kind used for diagnosis and or treatment including CPAP, CAPD, Bi-PAP, Infusion pump etc. will be covered under the scheme. However purchase of the above equipment to be subsequently used at home in exceptional cases on medical advice shall be covered.

Ambulatory devices i.e., walker, crutches, Belts, Collars, Caps, Splints, Slings, Braces, Stockings, elastocrepe bandages, external orthopaedic pads, sub cutaneous insulin pump, Diabetic foot wear, Glucometer (including Glucose Test Strips)/ Nebulizer/ prosthetic devise/ Thermometer, alpha / water bed and similar related items etc., will be covered under the scheme.

Physiotherapy charges: Physiotherapy charges shall be covered for the period specified by the Medical Practitioner even if taken at home.

While reimbursement to the officers / employees shall be made by the Banks as hitherto, the Scheme shall be administered by the Banks through a scheme worked out between IBA/Banks and Insurance companies and officers / employees would in no way be directly bound by the terms and conditions of such scheme or arrangements.

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However, for the purpose of clarity and information, the details of the Scheme worked out between IBA/Banks and insurance companies is appended herein as **Appendix I & II**.

The above stated scheme would not supersede the continuation of any bank-level arrangement or scheme providing for reimbursement of medical expenses, which is not covered herein, that may be in operation in any Bank.

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## Appendix I

### Medical Scheme for the Officers/ Employees of IBA Member Banks, parties to the Bipartite Settlement/ Joint Note dated 25<sup>th</sup> May 2015 in lieu of the Existing Hospitalization Scheme

The scheme covers expenses of the officers / employees and dependent in cases he/she shall contract any disease or suffer from any illness (hereinafter called DISEASE) or sustain any bodily injury through accident (hereinafter called INJURY) and if such disease or injury shall require any such insured Person, upon the advice of a duly qualified Physician/Medical Specialist/Medical practitioner (hereinafter called MEDICAL PRACTITIONER) or of a duly qualified Surgeon (hereinafter called SURGEON) to incur hospitalization/domiciliary hospitalization and domiciliary treatment expenses as defined in the Scheme, for medical/surgical treatment at any Nursing Home/Hospital / Clinic (for domiciliary treatment)/ Day care Centre which are registered with the local bodies, in India as herein defined (hereinafter called HOSPITAL) as an inpatient or otherwise as specified as per the scheme, to the extent of the sum insured + Corporate buffer.

1.1. The Scheme Covers Employee + Spouse + Dependent Children + 2 dependent Parents /parents-in-law.

- No age limit for dependent children. (including step children and legally adopted children ) A child would be considered dependent if their monthly income does not exceed Rs. 10,000/- per month; which is at present, or revised by Indian Banks' Association in due course. Widowed Daughter and dependant divorced / separated daughters, sisters including unmarried / divorced / abandoned or separated from husband/ widowed sisters and Crippled Child shall be considered as dependent for the purpose of this policy. Physically challenged Brother / Sister with 40% or more disability.
- No Age Limits for Dependent Parents. Either Dependent Parents or parents-in-law will be covered. Parents would be considered dependent if their monthly income does not exceed Rs. 10,000/- per month, which is at present, or revised by Indian Banks' Association in due course, and wholly dependent on the employee as defined in this scheme.

(The definition of family shall undergo a change as decided in due course in the negotiations)

1.2.1 All New Officers / employees to be covered from the date of joining as per their appointment letter. For additions /deletions during policy period, premium to be charged /refunded on pro rata basis.

1.2.2 Continuity benefits coverage to officers / employees on retirement and also to the Retired Officers / employees, who may be inducted in the Scheme.

1.3 Sum Insured: Hospitalization and Domiciliary Treatment coverage as defined in the scheme per annum

Officers : Rs.400000

Clerical Staff : Rs.300000

Sub Staff : Rs.300000

Change in sum insured after commencement of policy to be considered in case of promotion of the employee or vice versa.

- 1.4 Corporate Buffer: Rs. 100,00,00,000/- Corporate buffer may be appropriated as per the premium of the bank. If the Corporate buffer of one bank is exhausted, the remaining amount can be claimed from the unutilized corporate buffer of the other banks. Corporate Buffer can be authorized by the Management, through an Authorized person / Committee as decided by IBA / Bank, and informed directly to the THIRD PARTY ADMINISTRATOR by keeping the insurance company in the loop.
- 1.5 In the event of any claim becoming admissible under this scheme, the company will pay through Third Party Administrator to the Hospital / Nursing Home or insured the amount of such expenses as would fall under different heads mentioned below and as are reasonably and medically necessary incurred thereof by or on behalf of such insured but not exceeding the Sum Insured in aggregate mentioned in the schedule hereto.
- A. Room and Boarding expenses as provided by the Hospital/Nursing Home not exceeding Rs. 5000 per day or the actual amount whichever is less.
  - B. Intensive Care Unit (ICU) expenses not exceeding Rs. 7500 per day or actual amount whichever is less.
  - C. Surgeon, team of surgeons, Assistant surgeon, Anesthetist, Medical Practitioner, Consultants, Specialists Fees.
  - D. Nursing Charges , Service Charges, IV Administration Charges, Nebulization Charges, RMO charges, Anaesthetic, Blood, Oxygen, Operation Theatre Charges, surgical appliances, OT consumables, Medicines & Drugs, Dialysis, Chemotherapy, Radiotherapy, Cost of Artificial Limbs, cost of prosthetic devices implanted during surgical procedure like pacemaker, Defibrillator, Ventilator, orthopaedic implants, Cochlear Implant, any other implant, Intra-Ocular Lenses, , infra cardiac valve replacements, vascular stents, any other valve replacement, laboratory/diagnostic tests, X-ray CT Scan, MRI, any other scan, scopies and such similar expenses that are medically necessary, or incurred during hospitalization as per the advice of the attending doctor.
  - E. Hospitalization expenses (excluding cost of organ) incurred on donor in respect of organ transplant to the insured.
- 1.6 Pre and Post Hospitalization expenses payable in respect of each hospitalization shall be the actual expenses incurred subject to 30 days prior to hospitalization and 90 days after discharge.

## 2. DEFINITIONS:

2.1 ACCIDENT: An accident is a sudden, unforeseen and involuntary event caused resulting in injury -

### 2.2

- A. "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.
- B. "Chronic condition" – A chronic condition is defined as a disease, illness, or injury that has one or more of the following characteristics –
  - i. It needs ongoing or long-term monitoring through consultations, examinations, check-ups and/or tests –
  - ii. It needs ongoing or long-term control or relief of symptoms
  - iii. It requires your rehabilitation or for you to be specially trained to cope with it



- iv. It continues indefinitely
- v. It comes back or is likely to come back.

### 2.3 ALTERNATIVE TREATMENTS:

Alternative Treatments are forms of treatment other than treatment "Allopathy" or "modern medicine and includes Ayurveda, unani, siddha homeopathy and Naturopathy in the Indian Context, for Hospitalisation only and Domiciliary for treatment only under ailments mentioned under clause number 3.1

(Ref: 3.4 Alternative Therapy)

### 2.4 ANY ONE ILLNESS:

Any one illness will be deemed to mean continuous period of illness and it includes relapse within 45 days from the date of last consultation with the Hospital / Nursing Home where treatment has been taken. Occurrence of the same illness after a lapse of 45 days as stated above will be considered as fresh illness for the purpose of this policy.

### 2.5 CASHLESS FACILITY:

Cashless facility "means a facility extended by the insurer to the insured where the payments, of the cost of treatment undergone by the employee and the dependent family members of the insured in accordance with the policy terms and conditions, or directly made to the network provider by the insurer to the extent pre-authorization approved.

### 2.6 CONGENITAL ANOMALY:

Congenital Anomaly refers to a condition(s) which is present since birth, and which is abnormal with reference to form, structure or position.

- a. Internal Congenital Anomaly which is not in the visible and accessible parts of the body
- b. External Congenital Anomaly which is in the visible and accessible parts of the body

### 2.7 CONDITION PRECEDENT:

Condition Precedent shall mean a policy term or condition upon which the Insurer's liability under the policy is conditional upon.

### 2.8 CONTRIBUTION:

The Officers / employees will not share the cost of an indemnity claim on a ratable proportion from their personal Insurance Policies.

### 2.9 DAYCARE CENTRE:

A day care centre means any institution established for day care treatment of illness and/ or injuries or a medical setup within a hospital and which has been registered with the local authorities, wherever applicable, and is under the supervision of a registered and qualified medical practitioner AND must comply with all minimum criteria as under;-

- has qualified nursing staff under its employment
- has all qualified medical practitioner(s) in charge
- 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 companies authorised personnel.

#### 2.10 DAY CARE TREATMENT:

Day care Treatment refers to medical treatment and or surgical procedure which is

- iii. undertaken under general or local anesthesia in a hospital/day care Centre in less than a day because of technological advancement, and
- iv. Which would have otherwise required a hospitalisation of more than a day.

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

#### 2.11 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:

- c) The condition of the patient is such that he/she is not in a condition to be removed to a hospital or
- d) The patient takes treatment at home on account of non-availability of room in a hospital.

#### 2.12 DOMICILIARY TREATMENT

Treatment taken for specified diseases which may or may not require hospitalization as mentioned in the Scheme under clause Number 3.1

#### 2.13 HOSPITAL / NURSING HOME:

A Hospital means any institution established for in-patient 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 establishments (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 qualified nursing staff under its employment round the clock.
- Has at least 10 in-patient beds in towns having a population of less than 10 lacs and at least 15 in-patient beds in all other places;
- 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 makes these accessible to the insurance company's authorized personnel.

The term ' Hospital / Nursing Home ' shall not include an establishment which is a place of rest, a place for the aged, a place for drug-addicts or place for alcoholics, a hotel or a similar place.

This clause will however be relaxed in areas where it is difficult to find such hospitals.

#### 2.14 HOSPITALIZATION:

Hospitalization means admission in a Hospital/Nursing Home for a minimum period of 24 consecutive hours of inpatient care except for specified procedures/treatments, where such admission could be for a period of less than a day, as mentioned in clauses 2.9 and 2.10

#### 2.15 ID CARD:

ID Card means the identity card issued to the insured person by the THIRD PARTY ADMINISTRATOR to avail cashless facility in network hospitals.

#### 2.16 ILLNESS:

Illness means a sickness or a disease or pathological condition leading to the impairment of normal physiological function which manifests itself during the policy period and requires medical treatment.

#### 2.17 INJURY:

Injury means accidental physical bodily harm excluding illness or disease which is verified and certified by a medical practitioner.

However all types of Hospitalization is covered under the Scheme.

#### 2.18 IN PATIENT CARE:

In Patient Care means treatment for which the insured person has to stay in a hospital for more than a day for a covered event.

#### 2.19 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.

#### 2.20 MATERNITY EXPENSES:

Maternity expenses/treatment shall include:

- a) Medical treatment expenses traceable to childbirth (including complicated deliveries and caesarean sections incurred during hospitalization).
- b) Expenses towards medical termination of pregnancy during the policy period.

C) Complications on Maternity would be covered up to the Sum Insured plus the Corporate Buffer.

#### 2.21 MEDICAL ADVICE:

Any consultation or advice from a medical practitioner/doctor including the issue of any prescription or repeat prescription.

#### 2.22 MEDICAL EXPENSES:

Medical Expenses means those expenses that an insured person has necessarily and actually incurred for medical treatment on account of illness or accident on the advice of a medical practitioner, as long as these are no more than would have been payable if the insured person had not been insured.

#### 2.23 MEDICALLY NECESSARY:

Medically necessary treatment is defined as any treatment, test, medication or stay in hospital or part of a stay in a hospital which

- is required for the medical management of the illness or injury suffered by the insured;
- must not exceed the level of care necessary to provide safe, adequate and appropriate medical care in scope, duration or intensity;
- must have been prescribed by a medical practitioner;
- must conform to the professional standards widely accepted in international medical practice or by the medical community in India.

#### 2.24 MEDICAL PRACTITIONER:

Medical Practitioner 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 the 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. The term medical practitioner would include physician, specialist and surgeon.

(The Registered practitioner should not be the insured or close family members such as parents, parents-in-law, spouse and children.)

#### 2.25 NETWORK PROVIDER:

Network Provider means hospitals or health care providers enlisted by an insurer or by a Third Party Administrator and insurer together to provide medical services to an insured on payment by a cashless facility.

The list of network hospitals is maintained by and available with the THIRD PARTY ADMINISTRATOR and the same is subject to amendment from time to time.

#### 2.26 NEW BORN BABY:

A new born baby means baby born during the Policy Period aged between one day and 90 days, both days inclusive.

#### 2.27 NON NETWORK :

Any hospital, day care Centre or other provider that is not part of the network.

#### 2.28 NOTIFICATION OF CLAIM

Notification of claim is the process of notifying a claim to the Bank, insurer or Third Party Administrator as well as the address/telephone number to which it should be notified.

#### 2.29 OPD TREATMENT:

OPD Treatment is one in which the insured visits a clinic/hospital or associated facility like a consultation room for diagnosis and treatment based on the advice of medical a practitioner. The insured is not admitted as a day care or in-patient.

#### 2.30 PRE-EXISTING DISEASE:

Pre Existing Disease is any condition, ailment or injury or related condition(s) for which you had signs or symptoms, and/or were diagnosed, and/or received medical advice/treatment, prior to the first policy issued by the insurer.

#### 2.31 PRE – HOSPITALISATION MEDICAL EXPENSES:

Medical expenses incurred immediately 30 days before the insured person is hospitalized will be considered as part of a claim as mentioned under Item 1.2 above provided that;

- i. such medical expenses are incurred for the same condition for which the insured person's hospitalization was required and
- ii. the inpatient hospitalization claim for such hospitalization is admissible by the insurance company.

#### 2.32 POST HOSPITALISATION MEDICAL EXPENSES:

Relevant medical expenses incurred immediately 90 days after the Insured person is discharged from the hospital provided that;

- a. Such Medical expenses are incurred for the same condition for which the Insured Person's Hospitalization was required; and
- b. The In-patient Hospitalization claim for such Hospitalization is admissible by the Insurance Company.

#### 2.33 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 and/or who is employed on recommendation of the attending medical practitioner.

#### 2.34 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.

**2.35 ROOM RENT:**

Room Rent shall mean the amount charged by the hospital for the occupancy of a bed on per day basis.

**2.36 SUBROGATION:**

Subrogation shall mean the right of the insurer to assume the rights of the insured person to recover expenses paid out under the policy that may be recovered from any other source. It shall exclude the medical / accident policies obtained by the insured person separately.

**2.37 SURGERY:**

Surgery or surgical procedure means manual and/or operative procedure(s) required for treatment of an illness or injury, correction of deformities and defects, diagnosis and cure of diseases, relief of suffering or prolongation of life, performed in a hospital or day care Centre by a medical practitioner.

**2.38 Third Party Administrator**

Third Party Administrator means a Third Party Administrator who holds a valid License from Insurance Regulatory and Development Authority to act as a THIRD PARTY ADMINISTRATOR and is engaged by the Company for the provision of health services as specified in the agreement between the Company and Third Party Administrator.

**2.39 UNPROVEN/EXPERIMENTAL TREATMENT:**

Unproven/Experimental treatment is treatment, including drug Experimental therapy, which is not based on established medical practice in India.

**3. COVERAGES:**

- 3.1 Domiciliary Hospitalization / Domiciliary Treatment : Medical expenses incurred in case of the following diseases which need Domiciliary Hospitalization /domiciliary treatment as may be certified by the attending medical practitioner and / or bank's 'medical officer shall be deemed as hospitalization expenses and reimbursed to the extent of 100%

Cancer , Leukemia, Thalassemia, Tuberculosis, Paralysis, Cardiac Ailments , Pleurisy , Leprosy, Kidney Ailment , All Seizure disorders, Parkinson's diseases, Psychiatric disorder including schizophrenia and psychotherapy , Diabetes and its complications, hypertension, Hepatitis -B , Hepatitis - C, Hemophilia, Myasthenia gravis, Wilson's disease, Ulcerative Colitis , Epidermolysis bullosa, Venous Thrombosis(not caused by smoking) Aplastic Anaemia, Psoriasis, Third Degree burns, Arthritis , Hypothyroidism , Hyperthyroidism expenses incurred on radiotherapy and chemotherapy in the treatment of cancer and leukemia, Glaucoma, Tumor, Diptheria, Malaria,—Non-Alcoholic Cirrhosis of Liver, Purpura, Typhoid, Accidents of Serious Nature , Cerebral Palsy, , Polio, All Strokes Leading to Paralysis, Haemorrhages caused by accidents, All animal/reptile/insect bite or sting , chronic pancreatitis, Immuno suppressants, multiple sclerosis / motorneuron disease, status asthmaticus, sequalea of meningitis, osteoporosis, muscular dystrophies, sleep apnea syndrome(not related to obesity), any organ related (chronic) condition, sickle cell disease, systemic lupus erythematosus (SLE), any connective tissue disorder, varicose veins, thrombo embolism venous thrombosis/venous thrombo embolism (VTE)], growth disorders, Graves' disease, Chronic obstructive Pulmonary Disease, Chronic Bronchitis, Asthma, Physiotherapy and swine flu shall be considered for reimbursement under domiciliary treatment.

The cost of Medicines, Investigations, and consultations, etc.in respect of domiciliary treatment shall be reimbursed for the period stated by the specialist and / or the attending doctor and / or the bank's medical officer, in Prescription. If no period stated, the prescription for the purpose of reimbursement shall be valid for a period not exceeding 90 days.

3.2 Critical Illness : To be provided to the employee only subject to a sum insured of Rs. 1,00,000/- . Cover starts on inception of the policy. In case an employee contracts a Critical Illness as listed below, the total sum insured of Rs.1,00,000/- is paid, as a benefit. This benefit is provided on first detection/diagnosis of the Critical Illness.

- Cancer including Leukemia
- Stroke
- Paralysis
- By Pass Surgery
- Major Organ Transplant
- End Stage Liver Disease
- Heart Attack
- Kidney Failure
- Heart Valve Replacement Surgery

Hospitalization is not required to claim this benefit. Further the Employee can claim the cost of hospitalization on the same from the Group Mediclaim Policy as cashless / reimbursement of expenses for the treatment taken by him.

3.3 Expenses on Hospitalization for minimum period of a day are admissible. However, this time limit is not applied to specific treatments, such as

1	Adenoidectomy	20	Haemo dialysis
2	Appendectomy	21	Fissurectomy / Fistulectomy
3	Ascitic / Plueral tapping	22	Mastoidectomy
4	Auroplasty not Cosmetic in nature	23	Hydrocele
5	Coronary angiography /Renal	24	Hysterectomy
6	Coronary angioplasty	25	Inguinal/ ventral/ umbilica/ femoral hernia
7	Dental surgery	26	Parenteral chemotherapy
8	D&C	27	Polypectomy
9	Excision of cyst/ granuloma/lump/tumor		
10	Eye surgery	28	Septoplasty
11	Fracture including hairline fracture /dislocation	29	Piles/ fistula
12	Radiotherapy	30	Prostate surgeries
13	Chemotherapy including parental chemotherapy	31	Sinusitis surgeries
14	Lithotripsy	32	Tonsillectomy
15	Incision and drainage of abscess	33	Liver aspiration

16	Varicocelelectomy	34	Sclerotherapy
17	Wound suturing	35	Varicose Vein Ligation
18	FESS	36	All scopes along with biopsies
19	Operations/Micro surgical operations on the nose, middle ear/internal ear, tongue, mouth, face, tonsils & adenoids, salivary glands & salivary ducts, breast, skin & subcutaneous tissues, digestive tract, female/male sexual organs.	37	Lumbar puncture

This condition will also not apply in case of stay in hospital of less than a day provided –

a. The treatment is undertaken under General or Local Anesthesia in a hospital / day care Centre in less than a day because of technological advancement and

b. Which would have otherwise required hospitalization of more than a day.

3.4 Alternative Therapy : Reimbursement of Expenses for hospitalization or domiciliary treatment (under clause 3.1) under the recognized system of medicines , viz, Ayurvedic ,Unani, Sidha, Homeopathy , Naturopathy , if such treatment is taken in a clinic /hospital registered, by the central and state government .

### 3.5 MATERNITY EXPENSES BENEFIT EXTENSION

The hospitalization expenses in respect of the new born child can be covered within the Mother's Maternity expenses. The maximum benefit allowable under this clause will be up to Rs. 50000/- for Normal Delivery and-Rs. 75,000/- for Caesarean Section.

Special conditions applicable to Maternity expenses Benefit Extension:

- I. 9 months waiting period under maternity benefit will be waived from the policy.
- II. Pre-natal & post natal charges in respect of maternity benefit are covered under the policy up to 30 days and 60 days only, unless the same requires hospitalization.
- III. Missed Abortions , Miscarriage or abortions induced by accidents are covered under the limit of Maternity
- IV. Complications in Maternity including operations for extra uterine pregnancy ectopic pregnancy would be covered in the up to the Sum Insured + Corporate Buffer
- V. Expenses incurred for Medical Termination of Pregnancy
- VI. Claim in respect of delivery to be given irrespective of the number of children

3.6 Baby Day one Cover: New born baby is covered from day one. All expenses incurred on the new born baby during maternity will be covered in addition to the maternity limit up to Rs, 20000/-.

However if the baby contracts any illness the same shall be considered in the Sum Insured + Corporate buffer. Baby to be taken as an additional member within the normal family floater.



- 3.7 Ambulance Charges: Ambulance charges are payable up to Rs 2500/- per trip to hospital and / or transfer to another hospital or transfer from hospital to home if medically advised. Taxi and Auto expenses in actual maximum up to Rs750/- per trip.  
Ambulance charges actually incurred on transfer from one center to another center due to Non availability of medical services/ medical complication shall be payable in full.
- 3.8 Pre- Existing Diseases / Ailments: Pre-existing diseases are covered under the scheme.
- 3.9 Congenital Anomalies: Expenses for Treatment of Congenital Internal / External diseases, defects anomalies are covered under the policy
- 3.10 Psychiatric diseases: Expenses for treatment of psychiatric and psychosomatic diseases be payable with or without hospitalization.
- 3.11 Advanced Medical Treatment: All new kinds of approved advanced medical procedures for e.g. laser surgery, stem cell therapy for treatment of a disease is payable on hospitalization /day care surgery.
- 3.12 Treatment taken for Accidents can be payable even on OPD basis in Hospital up to Sum Insured.
- 3.13 Taxes and other Charges : All Taxes , Surcharges , Service Charges , Registration charges , Admission Charges , Nursing , and Administration charges to be payable.
- Charges for diapers and sanitary pads are payable if necessary as part of the treatment  
Charges for Hiring a nurse / attendant during hospitalization will be payable only in case of recommendation from the treating doctor in case ICU / CCU, Neo natal nursing care or any other case where the patient is critical and requiring special care.
- 3.14 Treatment for Genetic Disorder and stem cell therapy is covered under the scheme.
- 3.15 Treatment for Age related Macular Degeneration (ARMD), treatment such as Rotational Field Quantum magnetic Resonance (RFQMR), Enhanced External Counter Pulsation (EECP), etc. are covered under the scheme. Treatment for all neurological/ macular degenerative disorders shall be covered under the scheme.
- 3.16 Rental Charges for External and or durable Medical equipment of any kind used for diagnosis and or treatment including CPAP, CAPD, Bi-PAP, Infusion pump etc. will be covered under the scheme. However purchase of the above equipment to be subsequently used at home in exceptional cases on medical advice shall be covered.
- 3.17 Ambulatory devices i.e., walker, crutches, Belts, Collars, Caps, Splints, Slings, Braces, Stockings, elastocrepe bandages, external orthopaedic pads, sub cutaneous insulin pump, Diabetic foot wear, Glucometer (including Glucose Test Strips)/ Nebulizer/ prosthetic devise/ Thermometer, alpha / water bed and similar related items etc., will be covered under the scheme.
- 3.18 Physiotherapy charges: Physiotherapy charges shall be covered for the period specified by the Medical Practitioner even if taken at home.

All claims admitted in respect of any/all insured person/s during the period of insurance shall not exceed the Sum Insured stated in the schedule and Corporate Buffer if allocated.

## 4. EXCLUSIONS:

The company 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:

- 4.1 Injury / disease directly or indirectly caused by or arising from or attributable to War, invasion, Act of Foreign enemy, War like operations (whether war be declared or not).
- 4.2 a. Circumcision unless necessary for treatment of a disease not excluded hereunder or as may be necessitated due to an accident.
  - b. Vaccination or inoculation.
  - c. Change of life or cosmetic or aesthetic treatment of any description is not covered.
  - d. Plastic surgery other than as may be necessitated due to an accident or as part of any illness.
- 4.3 Cost of spectacles and contact lenses, hearing aids. Other than Intra-Ocular Lenses and Cochlear Implant.
- 4.4 Dental treatment or surgery of any kind which are done in a dental clinic and those that are cosmetic in nature.
- 4.5 Convalescence, rest cure, Obesity treatment and its complications including morbid obesity, , treatment relating disorders, Venereal disease, intentional self-injury and use of intoxication drugs / alcohol.
- 4.6 All expenses arising out of any condition directly or indirectly caused to or associated with Human T-Cell Lymphotropic Virus Type III (HTLV - III) or lymphadenopathy 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.
- 4.7 Charges incurred at Hospital or Nursing Home primarily for diagnosis x-ray or Laboratory examinations or other diagnostic studies not consistent with or incidental to the diagnosis and treatment of positive existence of presence of any ailment, sickness or injury, for which confinement is required at a Hospital / Nursing Home, unless recommended by the attending doctor.
- 4.8 Expenses on vitamins and tonics unless forming part of treatment for injury or diseases as certified by the attending physician
- 4.9 Injury or Disease directly or indirectly caused by or contributed to by nuclear weapon / materials.
- 4.10 All non-medical expenses including convenience items for personal comfort such as charges for telephone, television, /barber or beauty services, diet charges, baby food, cosmetics, tissue paper, diapers, sanitary pads, toiletry items and similar incidental expenses, unless and otherwise they are necessitated during the course of treatment.

5. CONDITIONS:

5.1 Contract: the proposal form, declaration, and the policy issued shall constitute the complete contract of insurance.

5.2 Every notice or communication regarding hospitalization or claim to be given or made under this Policy shall be communicated to the office of the Bank, dealing with Medical Claims, and/or the THIRD PARTY ADMINISTRATOR office as shown in the Schedule. Other matters relating to the policy may be communicated to the policy issuing office.

5.3 The premium payable under this Policy shall be paid in advance. No receipt for Premium shall be valid except on the official form of the company signed by a duly authorized official of the company. The due payment of premium and the observance and fulfillment of the terms, provisions, conditions and endorsements of this 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 precedent to any liability of the Company to make any payment under this Policy. No waiver of any terms, provisions, conditions and endorsements of this policy shall be valid unless made in writing and signed by an authorised official of the Company.

5.4 Notice of Communication: Upon the happening of any event which may give rise to a claim under this Policy notice with full particulars shall be sent to the Bank or Regional Office or THIRD PARTY ADMINISTRATOR named in the schedule at the earliest in case of emergency hospitalization within 7 days from the time of Hospitalisation/Domiciliary Hospitalisation .

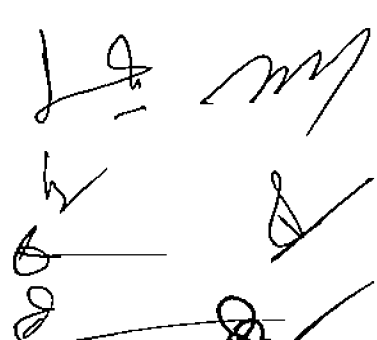
5.5 All supporting documents relating to the claim must be filed with the office of the Bank dealing with the claims or THIRD PARTY ADMINISTRATOR within 30 days from the date of discharge from the hospital. In case of post-hospitalisation, treatment (limited to 90 days), (as mentioned in para 2.32) all claim documents should be submitted within 30 days after completion of such treatment.

Note: Waiver of these Conditions 5.4 and 5.5 may be considered in extreme cases of hardship where it is proved to the satisfaction of the Bank that under the circumstances in which the insured was placed it was not possible for him or any other person to give such notice or deliberate or file claim within the prescribed time-limit. The same would be waived by the TPA without reference to the Insurance Company.

5.5.1 The Insured Person shall obtain and furnish to the office of the Bank dealing with the claims / THIRD PARTY ADMINISTRATOR with all original bills, receipts and other documents upon which a claim is based and shall also give such additional information and assistance as the Bank through the THIRD PARTY ADMINISTRATOR/Company may require in dealing with the claim.

5.5.2 Any medical practitioner authorised by the Bank / Third Party Administrator / shall be allowed to examine the Insured Person in case of any alleged injury or disease leading to Hospitalisation, if so required.

5.6 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 means or device whether by the Insured Person or by any other person acting on his behalf.



5.7 DISCLOSURE TO INFORMATION NORM

The claim shall be rejected in the event of misrepresentation, mis-description or non-disclosure of any material fact.

5.8 Claims will be managed through the same Office of the Bank from where it is managed at present. The Insurance Companies third party administrator will be setting up a help desk at that office and supporting the bank in clearing all the claims on real time basis.

5.9 In case of rejection of claims it would go through a Committee set up of the Bank, Third Party Administrator and United India Insurance Co Ltd. unless rejected by the committee in real time the claim should not be rejected.

5.10 There would be a continuity of this Scheme / benefits to the Retiring Officers / employees and their family and also to the Retired Officers / employees and their family.



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## Appendix II

**Mapping the underwriting, process, servicing and claims for the Medical Scheme of the Employees and their family members of Member Banks of Indian Banks' Association**

1. The policy will be issued in the name of Indian Banks' Association Member Banks and the list of the member banks would be mentioned giving the data of the employees bifurcated into:-
  - a) Officers with the data of their dependent family members.
  - b) Clerical staff with the data of their dependent family members.
  - c) Sub staff with the data of their dependent family members.

The premium is decided by the number of employees uniformly but not based on the number of dependent family members. The collection of data of dependent family members at the initial stage may take long time. In such cases claims pertaining to dependent family members of employees pending collection of data may be settled on certification and recommendation of the appropriate authority of the respective bank.

2. The policy will commence on a uniform date for all the member banks to ensure they get the benefit of the large number of employees which has been instrumental in the procurement of the most competitive premium quote and would eventually also reflect in a positive claim ratio.
3. The member banks will submit their data and pay the premium to the lead Insurance Company viz. United India Insurance Co. Ltd., in proportion to their employee strength.
4. The insured name of Indian Banks' Association is used for getting the benefit of mass scale underwriting and a positive claim ratio that would benefit all the member Banks. All underwriting, process and claim servicing will be done by the member Banks' directly with United India Insurance Co. Ltd. and K. M. Dastur Reinsurance Brokers Pvt. Ltd.
5. The Corporate Buffer of all the member banks will be in proportion to the percentage of their premium contribution.
6. The allocation and use of this Corporate Buffer would rest with the individual management of the member bank. At the end of the year we would have a joint review on how many banks have totally utilized their Corporate Buffer and how many other member banks have not utilized their Corporate Buffer totally. The unutilized Corporate Buffer of the member banks would now be proportionately available to the member banks whose Corporate Buffer has been totally utilized. This would be one of the major benefits of the Group underwriting of all the

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member banks under one policy and at the same time individual underwriting of each member banks for data processing, servicing and claims.

7. The claim settlement of the member banks would be done in the same process as followed in the past, by each individual member banks.
8. The Third Party Administrator, appointed by the lead insure viz United India Insurance Co. Ltd. will station their representative at the banks regional/ nodal offices from where these banks have been settling medical claims of their employees.
9. The Third Party Administrator, would have a Dedicated Office, Server and a 24 X 7 Call Centre for the Member Banks of the Indian Banks' Association.
10. The employees would submit the claims to the same regional / nodal offices where they have been submitting in the past and the Third Party Administrator representative will be the backup support and ensure claim settlement is completed in thirty minutes.
11. (The Third Party Administrator should ensure placement of representative in all the regional/nodal offices of the member banks where the employees have been submitting their claims in the past)
12. No claims would be rejected by the insurance company/ Third Party Administrator unless the same is rejected by the committee comprising of the Bank management, Insurance Company, Third Party Administrator and K. M. Dastur Reinsurance Brokers Pvt Ltd.
13. All the employees and their family members would be issued ID cards by the Third Party Administrator, of the Insurance Company ie. United India Insurance Co. Ltd. In case the employee or his family member gets admitted in any of the preferred Provider Network of hospitals on production of ID card, the hospital authority in turn shall notify by fax / mail the details of hospitalisation along with ID card number and Name of the employee to the Third Party Administrator, who would again revert by fax / mail a confirmation to the hospital to proceed with the claim. This would even enable them to claim from anywhere in India and they would be able to admit themselves in hospitals anywhere in India by merely calling the dedicated call centres of the Third Party Administrator, which would be working on a 24x7 basis. The Third Party Administrator, would even be able to advise the employees on the nearest hospital available in their area. In case of an emergency admission to a hospital which is not in PP Network, the employees also have a benefit to get himself admitted on a cashless basis by intimating the Third Party Administrator, call centre number, mentioning his ID card No and name. The hospital authority would fax / mail the details of hospitalisation to the Third Party Administrator, who would again revert by fax / mail a confirmation to the hospital to proceed with the claim.

14. Most of the claims would be cashless; which would be paid directly to the hospital concerned.
15. The reimbursement claims of pre and post hospitalisation or in a few cases of actual hospitalisation would be paid to the employees through the banks regional/ nodal offices or directly credited to the employees account.
16. In case of reimbursement claim where the employee has not informed the banks Regional / Nodal offices; they may phone the 24 X 7 call centre of the Third Party Administrator giving the details of their card ID number and name. In such cases the reimbursement claim should be submitted on completion of hospitalisation and not later than 30 days of discharge from the hospital. In case of post-hospitalisation treatment, all claim documents should be submitted within 30 days after completion of such treatment. Wherever the hospitals are not in the approved list of Third Party Administrator, the Third Party Administrator should take necessary action for addition of those hospitals on their network hospital list in consultation with bank. In an emergency the claim payment would be paid to the hospital account and empanelment of the hospital would be considered.
17. All the addition and deletion of the employees and dependents of the various member banks would be done on a monthly basis. A newly recruited employee would automatically be admitted in the medical scheme from the date of his appointment letter. This has to be reflected in the addition / deletion statement to be sent to the Third Party Administrator/ K. M. Dastur Reinsurance Broker Pvt. Ltd., before the 10<sup>th</sup> of the beginning of every month.
18. ID cards will be prepared within 10 working days from the date of receipt of data. These cards can be couriered to the respective branch office in which the employee is located. The cards can be distributed by at the branch office by the bank's branch manager / any other person who is made responsible for the same. Corrections in cards, if any can be e-mailed to an exclusive id which will be exclusive for cards correction errors. This cards will be corrected and resent within 2 working days from the receipt of correction mail.
19. An adequate deposit premium have to be placed by the member banks for this addition, as this is a regulatory compliance under section 64 V B of the Insurance Act; wherein no insurance can be initiated without the payment of the premium.
20. At the same time refund premium of all deletions would be credited in the deposit account of the member banks.
21. All additions / deletions of employees and family members would be on prorata basis. In case, some member banks joined the scheme sometime after the main master policy has been incepted, they would also be joining on a prorata premium.

