GROUP MEDICLAIM

In The Case of Mr. Dhanjibhai S. Chunara Vs. The New India ssurance Co.Ltd.

Complaint Ref. No. AHD-G-049-1617-0471
Award Date: 23.09.2016 Policy No 120700/34/14/04/00000002

The Complainant and his wife were insured under the LIC Group Mediclaim Floater Policy issued by the New India Assurance Company Ltd. The complainant's wife Smt. Hansaben was admitted to Dr. Shailesh Shah surgical Hospital and Endoscopy clinic from 28.03.2015 to 29.03.2015 for Foreign body in Paryngopharynix with acid peptic disease with Gerd. When a claim was lodged with the company for Rs. 16,275/- the Company had settled the claim for Rs: 4000/- and deducted Rs: 12275/- under Clause No.G-14. The Complainant's plea for settlement of his full claim to the Company was not accepted. Hence, he had approached this Forum for her claim amount.

The Respondent had not given any reply of Complainant's letter or informed him about the partial settlement. The Respondent had stated that no such letter was issued to the Insured(LIC) or the complainant. The deficiency in the service was established and advice on partial acceptance of the claim was also not communicated to the Insured. However, the complainant was not provided with the terms and conditions of the policy for his understanding and knowledge.The Complaint was entitled for relief & the Complaint succeeded. **In view of the foregoing the Respondent is hereby directed to settle the balance claim of Rs:12,275/- to the Complainant.**

Case of- Mr. Hiren H Shah Vs ICICI Lombard General Insurance Co. Ltd
Complaint Ref No.AHD-G-020-1617-1193
Award Date: 21.02.2017 Policy No 4015/108838390/00/000

The Complainant and his family were insured under group policy purchased by Jain International Organisation insured with ICICI Lombard General Insurance co Ltd. The Complainant's mother was hospitalized at Stavya Spine Hospital & Research Institute/ Annexe-Ahmedabad from 29.08.2016 to 03.09.2016 for surgery of L2-L3-L4-L5-SI Posterior fixation with L2-L3-L4-L5 Laminectomy with PLBG. When a claim was lodged for Rs: 159062/-, the Company had settled it for Rs: 142489/- and deducted Rs:16573/- citing clause 9 (10% Co-payment for Pre-Existing Disease) of the policy terms and conditions. Aggrieved by the decision, he had appealed to the Grievance Cell and dissatisfied with their decision, he had approached the Forum for redressal of his grievance.

The Insured was treated for L2-L3-L4-L5-SI Posterior fixation with L2-L3-L4-L5 Laminectomy with PLBG, which was not connected to pre-existing disease. The decision taken by the Insurance Company to deduct the claim amount was found incorrect. The Complainant was entitled for relief and his complaint was admitted. Taking into account the facts & circumstances of the case and the submissions made by both the parties during the course of hearing, the Respondent was directed to pay Rs: 15432/- to Complainant.

OMBUDSMAN CENTRE, BENGALURU
Group Mediclaim Policy

Complaint No: BNG-G-050-1617-463

Between Shri ASHITH KUMARAN v/s THE ORIENTAL INSURANCE COMPANY LIMITED

Date of Award: 11.01.2017.

Non-production of bills –Allowed.

Repudiation of the claim was for non-production of original bills under Mediclaim Policy. The Complainant represented with a request to consider the payment on the basis of the duplicate bills for ₹.65,130/- enclosing a Notarised Affidavit declaring that the original cash receipts were misplaced and would not misuse the same for any other claim in future.

But still, the Respondent Insurer disallowed the claim as the claimant did not submit the original cash receipt.

Forum directed the Respondent Insurer to release the balance amount payable after obtaining from the Complainant a fresh affidavit to their satisfaction.
Hence, the Complaint was treated as **Allowed.**

****

Complaint No: BNG-G-051-1617-0455

Between Smt. RAJESHWARI V SHETTY v/s UNITED INDIA INSURANCE COMPANY LIMITED

Date of Award: 11.01.2017.

Claim for balance amount – Dismissed

The claim of Complainant was settled partly as per the terms by the first Respondent Insurer and his claim for the disallowed items preferred against the second Insurer was rejected as per the conditions of policy.

This Forum observed that the claim amount after considering the deductibles had not exceeded the Sum Insured of the Policy of first Insurer and hence, the claim for the balance amount from the Respondent Insurer was inadmissible.

Hence, the complaint was **Dismissed.**

Complaint No: BNG-G-051-1617-0499

Case of MR.S.SRIDHAR V/s UNITED INDIA INSURANCE COMPANY LIMITED

Date of Award: 11th January, 2017

The Insured Patient was covered under the Group Policy obtained by the Employer of her husband and also under a policy taken by her husband himself. She underwent total knee replacement surgery and preferred an initial claim under the Policy of her husband's Employer's policy and the said claim was settled applying co-pay of 20%, as per the policy conditions of such policy. The Complainant preferred a claim on the present Insurer for the balance hospital expenses including the co-pay disallowed. The Complainant further contended that since the policy of the present insurer was not made available to him before being hospitalised (which did not have co-pay stipulation), he was forced to prefer under the policy of his Employer.

The Respondent Insurer repudiated the claim stating that any deductibles from other policies cannot be admissible, unless the Sum Insured was exhausted under the policy in which the first claim was filed. Whereas the Sum insured was not exhausted in the policy in which, the first claim was preferred. They further admitted that there was some delay in delivering the policy to the Complainant as there was some system (IT) snag in their office. However, had he approached before hospitalisation, they would have definitely made some alternative arrangement for his getting cashless approval for the said hospitalisation and such facility was extended in such similar cases.

This Forum opined that the subject surgery being knee replacement and the patient was said to be suffering for the past 6 months, it would have been a planned surgery and not a medical emergency and hence the Complainant would have taken up with the present Respondent Insurer, if he intended to prefer a claim on them. But, he failed to produce any evidence to support his contention that he intended to prefer a claim first on the present policy. Further, the Sum Insured was also not exhausted in the other policy of first claim settlement, which would not satisfy the policy conditions of the subject policy for entertaining the subject claim. Hence, the action taken by the Respondent Insurer is found to be in order and requires no interference at the hands of the Ombudsman.

*****

Complaint No: BNG-G-051-1617-0456

Case of: SHRI K VASANTHA PRABHU V/s UNITED INDIAINSURANCE COMPANY LIMITED

Date of Award: 11th January, 2017

The Complainant was hospitalised during the currency of the policy for treatment of his injured foot but the claim was rejected on the ground that the nature of treatment did not require hospitalisation. Since, the Complainant did not get his grievance redressed by the Respondent Insurer, he approached this Forum seeking remedy.

The Respondent Insurer further submitted that the period of stay of the Complainant at the hospital was exactly 24.00 hrs and as per medical records, no serious procedure or treatment was undertaken by the Complainant, but for the venous Doppler test. Hence, it fell under the Exclusion clause 4.7 of the Policy.

On perusal of the documents submitted and subsequent personal hearing, the Forum agreed with the views of the Respondent Insurer that the said hospitalisation was primarily towards evaluation, investigation and oral medication which is outside the scope of the policy to consider a claim.

The Complaint was **Disposed of** accordingly.

*****

Complaint No: BNG-G-049-1617-0352

Case of Mr. SIDHARTH GOPALAN V/s THE NEW INDIA ASSURANCE COMPANY LIMITED

Date of Award: 20th January, 2017

The Complainant, along with his parents was covered under the policy obtained by his Employer. The father of the Complainant was suffering from Lung Carcinoma and underwent Chemotherapies in a Hospital, on 6 different occasions. The claims for such treatments were repudiated by the Respondent Insurer, stating that the given treatment was not in the day care list of procedures and does not warrant hospitalisation and are not admissible under chemotherapy inclusion list. In spite of taking up with the Respondent Insurer stating that the policy provides for chemotherapy in the Day Care List which does not make any specific differentiation, his claim was not settled and hence, he approached this Forum.

The Respondent Insurer submitted that all claims where conventional Chemotherapy; Inj. Carboplatin administered to the patient, were settled. However, for the present claims, the patient was under Maintenance Chemo (Inj. Erbitux/Cetuximab and Inj. Zoldria) which broadly fell under the definition of 'Target Therapy', which was also confirmed by the treating doctor and hence, the said claims was not payable. The treatments so taken are not in the day care list of procedure and do not warrant hospitalisation and hence, the claims were denied under the OP clause of the policy.

This forum is of the opinion that the treatment is part of the process of chemotherapy and the Insurer is liable, as Chemotherapy is enlisted in the list of day care procedures without any latches, limitations or qualifications.

The other issue being the application of contribution clause, as the policy is subject to contribution clause since the Complainant held other policies also. This Forum preferred to make no direction as the other Insurers are not made parties to the subject Complaint. It was, therefore, a matter at the sole discretion of the Respondent Insurer to invoke the contribution clause.

Hence, the Complaint was **Disposed of** accordingly.

*****

Group Mediclaim Tailor Made Policy

Complaint No: BNG-G-050-1617-602

Case of: SHRI MALNENI VENKATESH V/s THE ORIENTAL INSURANCE COMPANY LIMITED

Date of Award: 01.03.2017

Repudiation of Claim for Congenital Disorder – Upheld.

The Complainant underwent a procedure called 'Bimaxillary Osteotomy and advancement and geniolyoid advanced' for complaints of OSAS.

The TPA repudiated the claim stating that the condition of 'severe mandibular retrognathism & severe geniohyoid retrosion bilaterall enlarged turbinates with decrease in nasal airway' was due to retrognathism, a congenital external condition and falls under the exclusion.

The Complainant contended that the surgery conducted involved moving of both Upper & Lower Jaw forward & genioplasty on the chin and not just fixing the lower jaw alone. He had also submitted that the surgery done to him was not to correct the lower jaw (genetical disorder) but to cure Sleep Apnea. Even if lower jaw was a possible contributor for the sleep Apnea, it was most likely that the retrusive jaw, which was because of growth of jaw rather than congenitalness and his contention was supported by a certificate from the consulting doctor saying 'Retrogenia' was not totally congenital and could be developmental in nature as well'. He confirmed that cosmetic aspect was not involved.

The Forum analysed that the surgery conducted on the Complainant involved the rectification of the lower jaw, mandible correction and chin surgery. The contention of the complainant that the growth of the lower jaw would have also contributed for the present condition (as opined by the doctor also) cannot be upheld by this Forum, since it is a growth (in line with the advancement of the age) over the existing disorder and not a fresh growth. This Forum, on further critical scrutiny, observed that the root cause for OSAS was found to be 'Retrognathia (a recessed jaw), most commonly called the mandible (as per public domain)', which was an external congenital disorder and not payable as per exclusion of the Policy issued. Thus, this Forum observed no inconsistency with the repudiation of the claim made by the Respondent Insurer. Hence, this Forum had no opportunity to provide any solace to the Complainant.

*****

Complaint No: BNG-G-051-1617-0632

Case of: SHRI S RONALD ROBIN JEBASINGH V/s UNITED INDIA INSURANCE COMPANY LIMITED

Date of Award: 3rd March, 2017

Repudiation of claim for congenital disorder: Dismissed

The daughter of the Complainant aged about 1 yr and 8 months was admitted into Hospital for chief complaints of Cough and Cold, Fever, drowsy and seizure and was diagnosed as suffering from Global Developmental Delay with Rigidity with Epilepsy (? Suspected Neurotransmittor Disease; Congenital Rett Syndrome), Gerd, Swallowing Dysfunction, Recurrent Aspiration Syndrome and Trarichеostomy and was a k/c/o GERD grade 2-3 and the claim was repudiated on the grounds of congenital disorder.

Over the denial of the claim, the Complainant took up with the Insurer stating that the hospitalization was primarily for the above complaints; Discharge Summary had suspected? Neuro Transmitter Disease and ?Congenital RETT Syndrome but it was not confirmed; The DNA Test on the child and parents was conducted which clearly specified that the Heterozygous variation was found in the child but the same was also present in the unaffected mother and hence, it was unlikely to be associated with the clinical condition of the baby and the DNA Test covered the conditions for RETT Syndrome and did not show any abnormality in the child and the same was confirmed by the Consulting Geneticist also. Thus, the denial of the claim on Genetic Disorder RETT Syndrome, was not the cause of baby's clinical condition.

The Respondent Insurer submitted that the Baby patient suffered from Rett Syndrome, which was a case of genetic post-natal neurological disorder and the same was not payable as per the Standard Exclusion *Clause.* Further, the Doctor of TPA represented that the child was in a respiratory distress at the time of admission besides cough and cold. At the time of discharge, she was diagnosed inter-alia as Rett. Syndrome and Gerd Global Development Delay. Genetic study had been carried out for the parents and the child, which was also autosomal dominant disease and the clinical findings were not matching with the child. Mother was carrying the defective gene without manifestation, whereas the child was manifested with the defective gene.

The Forum observed from the Discharge Summary that the final diagnosis was a '? suspected Congenial Rett Syndrome' only and not a confirmed one. Further, the consultant Geneticist Dr. SrideviHegde had also opined that "diagnosis of atypical RETT syndrome was very less likely.**"**

Since the Discharge Summary had not confirmed the Rett Syndrome as final diagnosis and the consultant report also opines that it was less likely to happen, this Forum intended to give benefit of doubt in favour of the Claimant and was inclined to treat the disease as not a confirmed Rett Syndrome and hence, it would not be falling under Genetic Disorder.

Hence, the Complaint was Allowed.

*****

Complaint No: **BNG-G-049-1617- 0674**

Between SHRI P V RAJASHEKAR V/s THE NEW INDIA ASSURANCE COMPANY LIMITED

Date of Award: 03.03.2017

Repudiation of claim – Specific Exclusion – Disallowed.

The Complainant was covered under a specially designed group policy for LIC and he being the beneficiary, perhaps had not full knowledge of the details of the Policy. The repudiation of the claim was based on the exclusion no. F (ix) of the group policy as well as the claimed item being specifically excluded under the head Annexure II (BIPAP Machine) under the sub-head 'External Durable Devices". It was pleaded that the Respondent Insurer under the same policy had reimbursed the cost of rent of the external said devise. However, they declined to pay the cost of the machine.

The Forum having examined the policy conditions, the specific exclusions of the customised policy concurs with the decision of the Respondent Insurer. Moreover, an erroneous payment would not justify another claim subsequently made. Under the circumstances, the Forum found no opportunity to intervene in the claim.

Hence, the Complaint was **Dismissed.**

*****

Complaint No: **BNG-G-051-1617-04521**

Between SHRI NS SREENIVASAN V/s UNITED INDIA INSURANCE COMPANY LIMITED

Date of Award: 03.03.2017

Repudiation of claim – Allowed

The Insured person was hospitalised in an Ayurveda Hospital during the currency of the policy for treatment of irregular scanty periods and claim was rejected on the ground that the illness was pre-existing and the nature of treatment could have been managed on OPD basis.

The repudiation of the claim was on the ground that the disease existed prior to the inception of the policy and that the treatment could have been only outpatient treatment and did not warrant hospitalisation. The Forum observed that the duration of the disease was 2 years prior to hospitalisation which was after inception of the policy. Secondly the defence of the Respondent that the treatment could have been taken on Outpatient basis was also not justified as the patient was hospitalised for a period of **23** days. Such a long duration of hospitalisation, the Forum felt that it could not have been substituted by treatment as an outpatient. Under the circumstances, the Forum found the decision of the Respondent Insurer was arbitrary and repudiation of the claim was not sustained.

Hence, the complaint was **ALLOWED.**

****

Complaint No: **BNG-G-051-1617-0699**

Between SHRI: SIRAJUDDINVs UNITED INDIAINSURANCE COMPANY LIMITED

Date of Award: 03.03.2017

Short settlement of claim - Dismissed

The Complainant was covered under a specially designed group policy alleged that the Respondent Insurer had wrongly applied Co-pay condition, which was not applicable to his policy. Respondent Insurer conceded that Co-pay was not applicable and the same had not been applied. Further, it was submitted that the deduction was due to the Respondent Insurer opting for a room higher than his eligibility and deletion of certain non-medical items. This Forum observed that IRDA guidelines had been observed while disallowing non-medical items and hence, did not want to interfere with the decision taken by the Respondent Insurer in reducing / disallowing few items, which was as per as per the terms and conditions of policy.

Hence, the Complaint was **Dismissed.**

****

Complaint No: **BNG-G-051-1617-0635**

Between **SHRI H L DEVARAMA V/s UNITED INDIA INSURANCE COMPANY LIMITED**

Date of Award**: 03.03.2017**

Repudiation of claim for Non-submission of Cash bills.

The Resondent Insurer repudiated his claim for non-submission of pre-numbered cash receipt. The Respondent Insurer stated that the said document signified the receipt of the bill amount and hence, it could not be waived.

The Forum concurred with the opinion that submission of a cash receipt was a pre-requisite for settlement of any reimbursement claim, since the said document only signified the payment confirmation. Therefore, the Forum had no opportunity to intervene into the decision of the Respondent Insurer.

Hence, the Complaint was **Dismissed.**

****

Complaint No: **BNG-G-050-1617-0711**

Between SHRI B N RAMPRASAD V/s THE ORIENTAL INSURANCE COMPANY LIMITED

Date of Award: 03.03.2017

Non-settlement of claim for increased Sum Insured –Allowed.

Claim of the Complainant's wife's surgery for the implant of prosthesis was settled for the Sum Insured prior to enhancement and it was not considered on the ground that the enhanced Sum Insured did not complete the waiting period.

The Forum noticed from the Discharge Summary that the Insured person had an accidental fall and the doctor of TPA also endorsed to the view that but for the new intervention of the present fall, the replacement of the implant would not have been necessitated now. The Respondent Insurer was directed to treat the said fracture was due to accident and to settle the claim as per the Sum Insured of the present Policy.
Hence, the Complaint was A**llowed.**

****

Award No. IO/KOC/A/GI/0174/2015-16

Complaint No. KOC-G-012-1617-0320
Award passed on : 22.12.2016

Mrs. Anies James Vs Cholamandalam MS Gen. Insu.Co. Ltd
Denial of claim under a Group Mediclaim policy

The Complainant and her family are covered under a Group Medi-claim policy (no 2840/00121638/000/00) of the respondent Insurer. Her husband was hospitalized on 25/06/2016, treated in the Hospital as inpatient and discharged on 02/07/2016. A claim towards reimbursement of expenses towards hospitalization was preferred with the Insurer, which was denied by stating that the hospitalization was not justified and can be treated in outpatient Dept. She appealed to the Grievance cell of the Insurer for a review of the claim, but in vain. Hence, she filed a complaint before this forum, seeking direction to the Insurer for admission of the claim based on actual facts.

Decision : The Respondent insurer is directed to Pay eligible claim.

$ $ $ $ $ $ $

Award No. IO/KOC/A/GI/0175/2015-16

Complaint No. KOC-G-012-1617-0276
Award passed on : 22.12.2016

Mr. Rajan Japasnanam Vs Cholamandalam MS Gen. Insu.Co. Ltd
Repudiation of claim under a Group health policy

The Complainant and his spouse are covered under a Medi-claim policy (No 2842/00122848/000/00) of the respondent Insurer. He was hospitalized in an Ayurveda Hospital on 30/04/2016 for the treatment of DIMNESS OF VISION and discharged on 15/05/2016. A claim for reimbursement of expenses towards hospitalization was preferred with the Insurer, which has been denied by stating that Ayurvedic treatment is outside the scope of the policy cover. He appealed to the Grievance Cell of the Insurer for a review of the claim, for which no response was there, even after one month of sending the representation. Hence, he filed a complaint before this Forum, seeking direction to the Insurer for admission of the claim.

Decision : The complaint is dismissed.

$ $ $ $ $ $ $ $

Award No. IO/KOC/A/GI/0195/2015-16

Complaint No. KOC-G-050-1617-0398
Award passed on : 23.12.2016

Mr. Varghese George Vs The Oriental Insurance Co. Ltd.
Repudiation of Group Mediclaim

The Complainant and his family are covered under a Group Medi-claim policy of the respondent Insurer, taken by his Employer to their Employees and family. His wife was hospitalized on 22/10/2015 for her third delivery and was discharged on 26/10/2015. He preferred a claim with the TPA of the respondent Insurer along with necessary required documents, which was denied by stating that "Maternity is covered only for first two living children'' and third delivery is not payable, as per terms and conditions of the policy. He says that no such conditions are stated anywhere in the shared policy guidelines. He appealed to the Grievance Cell of the Insurer for a review of the claim, but they concurred with the decision of the TPA. Hence, he filed a complaint before this forum, seeking direction to the Insurer for admission of the claim.

Decision : The complaint is dismissed.

$ $ $ $ $ $ $ $

Award No. IO/KOC/A/GI/0226/2015-16

Complaint No. KOC-G-049-1617-0280
Award passed on : 23.12.2016

Mr. Joby Mathew Vs The New India Assurance Co. Ltd.
Denial of claim under a Group Mediclaim policy

The Complainant's mother was covered under a 'Tailor Made Floater Group Medi-claim Policy (Hospitalization Benefit only) (No 760400/34/14/04/00000006) of the respondent Insurer. She was hospitalized on 29/10/2015 for the treatment of 'breathing trouble' and expired on 3/11/2015. A claim towards hospitalization was preferred with the TPA of the Insurer, which has been denied citing pre-existing exclusion clause No.4.1 & First Year Exclusion No.4.3 (6) & 4.3 (11). He appealed to the grievance Cell of the Insurer for a review of the claim, for which no response has been received so far. Hence, he filed a complaint before this Forum, seeking direction to the Insurer for admission of the claim

Decision : The complaint is dismissed.

$ $ $ $ $ $ $ $

Award No. IO/KOC/A/GI/0234/2015-16

Complaint No. KOC-G-048-1617-0286
Award passed on : 23.12.2016

Mr. Karvarnan Vs The National Insurance Co. Ltd.
Denial of claim under a Group Mediclaim policy

The Complainant and his family are covered under a Group Medi-claim policy (No 602000/46/15/8500000113) of the respondent Insurer, taken by his employer. His mother was hospitalized on 30/05/2016, due to a fall from the bed and treated for 10 days in the Hospital as inpatient. Cashless treatment was denied by the TPA/Insurer and subsequent claim towards reimbursement of expenses towards hospitalization was also rejected by stating that the

hospitalization was not justified. He appealed to the Grievance cell of the Insurer for a review of the claim, but in vain. Hence, he filed a complaint before this forum, seeking direction to the Insurer for admission of the claim based on actual facts.

Decision : The Respondent insurer is directed to Pay eligible claim.

$ $ $ $ $ $ $ $

Award No. IO/KOC/A/GI/0256/2015-16

Complaint No. KOC-G-051-1617-0448
Award passed on : 22.02.2017

Mr. Subramanian N.N Vs The United India Insurance Co. Ltd.
Partial repudiation of Group Mediclaim

The Complainant is covered under a Group Medi-claim Policy of the respondent Insurer, taken by his erstwhile employer. His monthly domiciliary claim for the month of June 2016 is Rs. 2067.00. The insurer has settled the claim for Rs. 2017.00 and the difference amount of Rs. 50.00 is not reimbursed without assigning any reason. Earlier also, the TPA deducted claim amount arbitrarily. He preferred a claim for the balance amount with the TPA of the respondent Insurer with all required documents, but they have not replied. He appealed to the Grievance Cell of the Insurer to consider Rs.50.00 also for reimbursement, for which no response has been received. Hence, he filed a complaint before this forum, seeking direction to the Insurer for admission of Rs.50.00also towards the claim.

Decision : The Respondent insurer is directed to Pay Rs.50/- with interest on bill amt Rs.2067/-

$ $ $ $ $ $ $ $

Award No. IO/KOC/A/GI/0297/2015-16

Complaint No. KOC-G-051-1617-0551
Award passed on : 22.02.2017

Mr. S. SASIDHARAN NAIR Vs The United India Insurance Co. Ltd.
Repudiation of Group Mediclaim

Complainant is covered under a Mediclaim policy of the respondent Insurer. As per the Award of Insurance Ombudsman No.IO/KOC/A/GI/0102/2016-17, he received his claim from the respondent insurer. Now he has preferred similar claims for reimbursement from the respondent Insurer. However, the respondent insurer is not settling similar claims (January 2016 to October 2016 submitted by him on 02.11.2016) even though there was award from the Insurance Ombudsman to settle similar claims. So, He appealed to the Grievance Cell of the Insurer for a review of the claim, for which no reply was received. Hence, he filed a complaint before this Forum, seeking direction to the Insurer for admission of the claim with all other benefits.

Decision : The complaint is dismissed.

$ $ $ $ $ $ $ $

Award No. IO/KOC/A/GI/0306/2015-16

Complaint No. KOC-G-051-1617-0370
Award passed on : 22.02.2017

Mr. Philip K Thomas Vs The Oriental Insurance Co. Ltd.
Partial repudiation of claim under a Group mediclaim policy

The Complainant and his spouse are covered under a Group Medi-claim Policy of the respondent Insurer, taken by his erstwhile employer. His wife was hospitalized on 20/03/2016 and discharged on 23/03/2016. The claim was partially settled as cashless. He preferred a claim for the balance amount with the TPA of the respondent Insurer with all required documents, but they settled claim by deducting Rs.710/-without assigning any valid reason. He appealed to the Grievance Cell of the Insurer to consider Rs.710/- also for reimbursement, for which no response has been received. Hence, he filed a complaint before this forum, seeking direction to the Insurer for admission of Rs.710/-also towards the claim.

Decision : The Respondent insurer is directed to Pay Rs.710/-.

$ $ $ $ $ $ $ $

Award No. IO/KOC/A/GI/0318/2015-16

Complaint No. KOC-G-051-1617-0529
Award passed on : 22.02.2017

Mr. SANTHOSH S Vs The United India Insurance Co. Ltd.
Partial repudiation of Group Mediclaim

The complainant is insured under the Group Insurance policy taken out by the employer ie. Cochin University Employees welfare Fund and it is a Tailor made policy issued by the respondent Insurer. A bill for Rs27660.00 was submitted to the TPA for the Delivery claim of the complainants wife (who is also covered under the scheme). The claim was partially admitted to the extent of Rs15000.00 only whereas the eligibility as per the rules is Rs25000.00. Representation submitted for reconsideration of claim to the full extent of Rs25000.00 was not heeded to by the respondent Insurer, hence this complaint seeking the full relief.

Decision : The Respondent insurer is directed to Pay Rs.10000/-.

$ $ $ $ $ $ $ $

Award No. IO/KOC/A/GI/0329/2015-16

Complaint No. KOC-G-040-1617-0583
Award passed on : 27.03.2017

Mr. Jackson John Vs SBI General Insurance Co. Ltd
Repudiation of Group Health insurance claim

Complainant's father, Mr. Govindan Kumar is covered under Group Health Insurance Policy of the respondent Insurer. The Sum Insured under the policy is Rs.3 Lakh. On 23.09.2015 his father suddenly collapsed and admitted in the hospital. He sustained Cardiac Arrest and was resuscitated and Coronary Angiography done through right radial artery. He preferred a claim with the respondent insurer. On 21.07.2016 his father died on account of multiple injuries sustained due to train accident. The complainant is a law student and he has no means to pay back the money he borrowed towards hospital expenses of Rs.4,98,000/. He finds that there is exclusion for heart disease in the first year of coverage of insurance policy. His father collapsed and was hospitalised on 23.09.2015, that is in the second year of coverage and the claim is not excluded by any policy conditions and is fully covered by the Insurance policy. His father did not

have diabetes, hypertension or any heart illness previously. His father retired from his job and on account of his retirement and his wife's (complainant's mother), his father was very gloomy, which might have caused heart ailment. The insurance company did not settle the claim even after a lapse of 6 months and on 07.06.2016 his father sent a letter to the insurer to consider the claim. But there was no reply from the insurance company. He appealed to the Grievance Cell of the Insurer for a review of the claim, for which Insurance company did not bother even to reply. Hence, he filed a complaint before this Forum, seeking direction to the Insurer for admission of the claim.(scn not filed).

Decision : The Respondent insurer is directed to Pay eligible claim.

$ $ $ $ $ $ $ $

Award No. IO/KOC/A/GI/0380/2015-16

Complaint No. KOC-G-051-1617-0618
Award passed on : 28.03.2017

Mr. Babu Mathew Vs The United India Insurance Co. Ltd.
Partial repudiation of Group Mediclaim

Complainant is a policy holder of the respondent Insurer. His wife was admitted in the hospital on 20th August 2016 and undergone Angioplasty. He preferred a claim for Rs. 1,21,2017/- from the respondent Insurer which was settled for Rs. 100,000/- only. On enquiry the Insurance company stated that the Insured is eligible for the pre-enhanced amount of Rs.1 Lakh since she was having hypertension before enhancing the sum insured to Rs. 5 Lakh with effect from 03/06/2015. It may be noted that the Angioplasty was done for Coronary artery blocks and even after that, she is having hypertension. She never had any symptoms of coronary artery block and it is wrong to conclude that the hypertension is because of that condition. He appealed to the Grievance Cell of the Insurer for a review of the claim, for which Insurance company did not give satisfactory reply. Hence, he filed a complaint before this Forum, seeking direction to the Insurer for admission of the claim.

Decision : The complaint is dismissed.

$ $ $ $ $ $ $ $