

**Tailor-made Group Mediclaim Policy**

**Case No. BNG-G-049-1516-0471**

**Mr. Chandra Sekhar P V/s The New India Assurance Company Limited**

Date of Award – 5<sup>th</sup> January, 2016

The Complainant along with his family members was a beneficiary under the Tailor-made Group Mediclaim Policy of his employer for a Sum Insured of Rs. 3,00,000/- (on family floater basis) The Policy had a Corporate buffer of Rs. 50,00,000/- with a restriction of Rs. 3,00,000/- per family.

TPA released the basic Sum Insured of Rs. 3,00,000/- for his hospitalization for transplantation of liver without considering the corporate buffer available to him.

Much before the personal hearing date, Insurer agreed to release the corporate buffer of Rs. 3,00,000/- and accordingly the case is **disposed of**.

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**Tailormade Group Mediclaim Policy**

**Case No. BNG-G-051-1516-0422**

**Mrs. Jaya Singh V/s The United India Insurance Company Limited**

Date of Award – 19<sup>th</sup> January, 2016

The Complainant along with his family members was a beneficiary under the Tailor-made Group Mediclaim Policy of his employer for a Sum Insured of Rs. 1,50,000/- (on family floater basis).

During the currency of the Policy, the Complainant was administered with Inj. Avastin during June, 2015 and the claim thereof was repudiated by the Insurer stating that treatments for Age Related Macular Degeneration (ARMD) was excluded vide exclusion no. 4.19 of the terms and conditions of the Policy.

Taking into account the facts & circumstances of the case and the submissions made by both the parties during the course of personal hearing, it was concluded that the decision of the Insurer in repudiating the claim was in order and does not require any interference.

Hence, the Complaint is **Dismissed**.

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**Tailor-made Group Medclaim Policy**

**Case No. BNG-G-051-1516-0511**

**Mr. Kamal Gupta V/s The United India Insurance Company Limited**

Date of Award – 19<sup>th</sup> January, 2016

The Complainant along with family members was covered under the Tailor-made Group Medclaim Policy of his employer for a Sum Insured of Rs. 2,00,000/- (on family floater basis)

Wife of the Complainant underwent Laparoscopic Right Salpingopherectomy for removal of cyst of Right Ovarian for pain in the abdomen.

The Insurer stated that the presence of cyst was preventing conception and hence a diagnostic hysteroscopy was conducted, which a test was recommended for conception purpose. Since the infertility treatment was a specific exclusion of the policy, the claim was denied.

Taking into account the facts & circumstances of the case, records made available and the submissions made by both the parties during the course of personal hearing, it was felt that the cyst removal was necessitated due to abdominal pain and **not as a treatment of infertility and awarded 50% of the expenses.**

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**Group Medclaim Insurance Policy**

**Case No. BNG-G-035-1516-0402**

**Mr. Muralidharan Nair V/s Reliance General Insurance Company Limited**

Date of Award – 5<sup>th</sup> January, 2016

The Complainant was one of the beneficiaries of the Group Medclaim Policy of his employer. He was treated at three different hospitals as was diagnosed to be suffering from Chronic Amoebiosis with acute Gastritis along with Caecal Diverticuli, Rectal Edementous Mucoss and Heammorrhoids.

The Claim was repudiated by the Insurer stating that the hospitalizations were for the sake of investigative purpose and no active line of treatment and further the first Hospital lasted did not satisfy the criteria of a Hospital and the Complainant failed to submit relevant papers like Discharge Summary, Medicine Bills, Ambulance charges etc.

The decision of the insurer was in order and did not require any intervention at the hands of this Forum.

Hence, the Complaint is **Dismissed**.

**Mediclaime Insurance Policy (Group)**

**Case No. BNG-G-050-1516-0530**

**Mr. Vamsidhar V/s Oriental Insurance Company Limited**

Date of Award – 16<sup>th</sup> February, 2016

The Complainant and his mother were covered under the Policy taken by his employer. Mother of the Complainant underwent 18 cycles of chemotherapy with Inj. Herception 270 mg along with adequate IV hydration and supportive. TPA settled the claims of a few of the chemotherapy cycles but the subsequent cycles were repudiated another TPA stating that this treatment could have been taken on OPD basis.

Insurer argued that Inj. Herception was administered in combination of Inj. Paclitaxel for earlier cycles (1 to 4) and in the current cycles (5<sup>th</sup> onwards), inj. Herception was alone administered and the same could have been taken on OPD basis and further, the said administration was not included in the Day Care Procedures.

This Forum observed that the pertinent Discharge Summaries of the Hospitals state that the patient received chemotherapy cycle with Inj. Herception along with adequate IV hydration and supportive care which was overlooked by the Insurers and the Insurer was **directed to settle the unpaid chemotherapy cycles** as per the terms and conditions of the Policy.

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**GroupMediclaimeTailormadePolicy**

**Case No. BNG-G-050-1516-0489**

**Mr. Praveen A Nair V/s The Oriental Insurance Company Limited**

Date of Award – 22<sup>nd</sup> January, 2016

The Complainant was covered under Group Mediclaime Policy along with his dependents for a Sum Insured of Rs.3,00,000/-. The Complainant's wife aged 27 years had undergone Fibroid Uterus and Uterine Partial Septum and preferred the claim of Rs. 1,80,000/-. The insurers repudiated the claim based on the previous history of the patient that she had h/o mid-trimester abortion in 2013. The Patient confirms that as she had a fall earlier, she could not hold the pregnancy and fluid leakage lead to abortion of 5 month still born baby. Then they opted for Fibroid Uterus and Uterine Partial Septum for retention of foetal/conceptory material in the uterine cavity after conception and to avoid any abortion. And Fibroid Uterus and Uterine Partial Septum was evaluation and management of infertility which lead to repudiation. The Insurers are therefore directed to settle 50% of the total hospitalisation expenses incurred for fibroid removal towards full and final settlement as per terms and conditions of the policy.

Hence, the complaint is **Partly Allowed**.

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**Cancomfort Insurance Certificate**

**Case No. BNG-G-051-1516-0542**

**Mr. Nagesh A R V/s United India Insurance Company Limited**

Date of Award – 16<sup>th</sup> February, 2016

The Complainant had taken a Cancomfort Policy covering himself, spouse, daughter and parents. He had this insurance since 1998.

During the currency of the current policy, father of the Insured was given hormonal therapy for treatment of Carcinoma Prostrate, on OPD basis.

The Insurer repudiated the claim stating that the Policy does not cover treatment taken on OPD basis.

The decision of the insurer was in order and did not require any intervention at the hands of this Forum.

Hence, the Complaint is **Dismissed**.

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**Andhra Bank Arogyadaan Tie-up Group Floater Medi-claim Policy**

**Case No. BNG-G-051-1516-0692**

**Mr. G Achuthasimha Reddy v/s Star Health & Allied Insurance Company Limited**

Date of Award – 22nd March, 2016

The Complainant took the above Policy for a Sum Insured of Rs. 5 lakhs with a super top-up cover for another Rs. 5 lakhs. He underwent a surgery for Implant removal, Extended Trochanteric Osteotomy and revision of total left hip replacement following a hip replacement surgery carried out 15 years ago. Against a claim of Rs. 4,27,220/-, the claim was settled for Rs. 3,18,790/- (as per PPN package) leaving a balance of Rs. 86,635/- (Claim amount of Rs. 83,430/- + post hospitalization expenses of Rs. 3,205/-) During the Personal Hearing, Insured's representative vehemently submitted that removal of implants fixed 15 years ago and fixing of new plants, involves an elaborate procedure and hence the expenses incurred were justified.

Before the commencement of the Personal Hearing, the Insurer offered to settle the balance claim amount and hence they did not attend the Hearing also.

Therefore, the complaint is treated as **settled through mediation/conciliation**.

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**Group Medi-claim Policy**

**Case No. BNG-G-051-1516-0689**

**Mr. Rajesh Kumar Jha v/s United India Insurance Company Limited**

Date of Award – 22<sup>nd</sup> March, 2016

The Complainant's father was covered under the Group Mediclaim Policy issued to M/s. SAIL Bokaro. The Insured Person suffered from acute chest pain and profuse sweating and was diagnosed for CAD and acute inferior wall MI and underwent angioplasty. Cashless facility was availed and the Insurer paid an amount of Rs. 2,88,000/- and did not settle the balance claim amount of Rs. 1,20,000/- for non-submission of outer pouch of the stent inserted. The Complainant confirmed through e-mail that the outer pouch of the stent was retained by the Hospital as per their practice and could furnish only the stent sticker and invoice to TPA. The treating doctor confirmed the insertion of the stent.

The Insurer neither submitted Self Contained Note nor were present in the Hearing. Therefore, the decision was taken ex-parte.

In the absence of the Policy copy, reliance was laid on the statement of the complainant that the Sum Insured under the Policy was Rs. 4 lakhs and hence the balance amount of Rs. 1,20,000/- was required to be paid and the Forum felt that the short settlement of the claim was on flimsy grounds.

The Insurers were **directed to pay the balance amount** of the claim as per the terms and conditions of the policy.

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**LIC Group Medi-claim Policy for pensioners**

**Case No. BNG-G-049-1516-0733**

**Mr. Kodanda Ramaiah S v/s The New India Assurance Company Limited**

Date of Award – 22<sup>nd</sup> March, 2016

The Complainant was one of the beneficiaries of the said Policy covering himself and his spouse. The spouse of the Insured underwent Mastectomy surgery and was advised to undergo Endopredict test, subsequent to discharge from the Hospital. She had also undergone Bone Densitometry Test and Abdomen U/S subsequent to Endopredict test. The Claim of Abdomen u/s was admitted and the expenses for Endopredict test and Bone Densitometry Test were denied by the Insurer stating that the same were carried out beyond 60 days of discharge from the Hospital.

Insurers pleaded that as per Policy Condition, medical expenses incurred beyond 60 days of post-hospitalization were not payable.

During the Personal Hearing, the Insurer maintained the same stand and further added that by oversight, expenses of Abdomen u/s were paid by TPA which would be recovered from TPA.

However, within 2 days of Hearing, the Insurers conveyed through a mail that they would consider the claim of the Complainant.

The Complaint is thus **disposed of** accordingly.

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**Group Mediclaim Policy**

**Case No. BNG-G-051-1516-0730**

**Mr. Sachin Ketekar v/s United India Insurance Company Limited**

Date of Award – 22<sup>nd</sup> March, 2016

The Complainant along with his parents was covered under the said Policy. The Complainant's mother was covered under the Group Mediclaim Policy and was suffering from Carcinoma Right Breast (T2N0M0) Stage IIA, underwent chemotherapy followed by radiotherapy and followed by Hormone Therapy. She was also suffering from Osteoporosis and next dose of 6 months Zolendronic acid infusion was given. She was discharged on the same day of admission after the infusion.

Insurers/TPA contended that Zolendronic Acid Infusion was meant for Osteoporosis and not a Chemotherapy and further the said infusion does not fall under the list of approved Day-care procedures. They further stated that if the said infusion was sequel to the Chemotherapy Drug administration, the claim could have been admitted but it is not so in this case. Hence, they justified the repudiation of the claim. Insurers failed to submit SCN which had been taken seriously.

The Forum concluded that the decision **of the Insurers in repudiation of the claim for infusion of Zolendronic Acid Drug was in order** since the said drug is not a scheduled chemotherapy drug and also not a post-hospitalisation claim either.

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**Group Medclaim Tailormade Policy**

**Case No. BNG-G-044-1516-0704**

**Mr. C Subramaniam v/s Star Health and Allied Insurance Company Limited**

Date of Award – 22<sup>nd</sup> March, 2016

The Complainant, Mr. C Subramaniam, his spouse and 2 daughters were covered under the Group Medclaim Tailormade Policy No. P/141130/01/2016/002135 purchased by his employer. One of the Insured Persons was admitted for treatment of Depressive Phase with obsessive compulsive disorder and Bipolar affective disorder.

The Insurer repudiated the claim on the ground that the Policy does not cover treatment of psychiatric and behavioural disorder. Aggrieved with the denial of the claim, the Complainant approached this Forum for relief.

The Insurer subsequently settled the claim before the personal hearing but the Complainant insisted that he would attend the hearing. During the hearing, he complained about the non-settlement of subsequent claim and for which he did not approach the Grievance Cell and he was advised for doing so, to approach this Forum. The Insurer communicated their inability to attend the personal hearing due to their pressing commitments.

Hence, the complaint is accordingly **treated as Closed**.

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**Award No. IO/KOC/A/GI/0248/2015-16**

**Complaint No. KOC-G-050-1516-0166**

**Award passed on: 12.10.2015**

**Mr. Joju V.J. Vs The Oriental Insurance Co. Ltd.**

**Repudiation of Group Medclaim**

The complaint was covered under the group medclaim policy. He preferred a claim for treatment expenses of his mother for hospitalization in 11/2014. The claim was rejected by the insurer stating that it is exclusion under the policy. Appeal to the insurer did not have any result. Hence this complaint, seeking full relief.

The Respondent insurer is directed to Settle eligible claim.

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**Award No. IO/KOC/A/GI/0253/2015-16**

**Complaint No. KOC-G-049-1516-0187**

**Award passed on : 14.10.2015**

**Mr. M. Raman Vs The New India Assurance Co. Ltd.**

**Partial Repudiation of Group Mediclaim**

The complainant was covered under a Group Medi-claim policy called FED CARE. A claim towards hospitalization was preferred with the TPA of the Insurer which was partially settled. His request for full amount of reimbursement was turned down by the Company. His appeal to the Grievance Cell of the Insurer was also in vain. Hence, he filed a complaint before this Forum.

The complaint is Dismissed.

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**Award No. IO/KOC/A/GI/0257/2015-16**

**Complaint No. KOC-G-048-1516-0185**

**Award passed on : 15.10.2015**

**Mr. K. Balakrishnan Vs The National Insurance Co. Ltd.**

**Repudiation of Group Mediclaim**

The complainant and his wife were covered under Medi-claim scheme of SAIL (351200/46/13/8500000174), with the National Insurance Company Ltd. A claim towards hospitalization preferred with the TPA is still pending with them. Despite the fact that all requirements for settlement of the claim have already been complied with, the claim has not been settled. Hence, he filed a complaint before this Forum.

The Respondent insurer is directed to Pay full claim amount.

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**Award No. IO/KOC/A/GI/0267/2015-16**

**Complaint No. KOC-G-051-1516-0139**

**Award passed on : 20.10.2015**

**Mr. Anil Kumar S Vs The United India Insurance Co. Ltd.**

**Repudiation of Group Mediclaim**

The complainant was covered under a Group Medi-claim scheme of the respondent Insurer. He preferred a claim towards hospitalization with the TPA of the Insurer which was repudiated. His appeal to the grievance cell of the Insurer was also in vain. Hence, he filed a Complaint before this Forum.

The Respondent insurer is directed to Pay eligible claim.

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**Award No. IO/KOC/A/GI/0309/2015-16**

**Complaint No. KOC-G-048-1516-0190**

**Award passed on : 20.11.2015**

**Mr. K T S Madhavan Vs The National Insurance Co. Ltd.**

**Repudiation of Group Mediclaim**

The complainant was covered under a Group Medi-claim policy of the respondent Insurer. He was hospitalized for the treatment of CAD, and the expenses incurred for the treatment has been directly remitted by the Insurer to the Hospital authorities. The complainant has submitted further Bills for treatment prior to admission and after discharge, which was not yet settled. Hence, he filed a complaint before this Forum.

The Respondent insurer is directed to Pay Rs.8,500/- as ex-gratia.

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**Award No. IO/KOC/A/GI/0311/2015-16**

**Complaint No. KOC-G-049-1516-0275**

**Award passed on : 20.11.2015**

**Mrs. M.T. Indira Vs The New India Assurance Co. Ltd.**

**Repudiation of Group Mediclaim**

The complainant, Smt. M.T. Indira, and her husband were covered under the Retired Insurance Employees Medi-claim Scheme (No 120700/34/15/04/00000008) of the respondent Insurer. Her husband was hospitalized for the treatment of Prostate Cancer, from 16/06/2015 to 17/06/2015. A claim was preferred with the TPA of the Insurer which was rejected stating that Hormone Replacement Therapy is not payable as per the policy terms and conditions. The complainant states that the treatment undergone by her husband is not Hormone Replacement Therapy but "Androgen Deprivation Therapy" for the specific treatment of Prostate Cancer. She appealed to the grievance Cell of the Insurer for reconsideration of the claim which was also in vain. Hence, she filed a complaint before this Forum, seeking direction to the respondent Insurer to sanction the claim.

The Respondent insurer is directed to Settle claim.

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**Award No. IO/KOC/A/GI/0316/2015-16**

**Complaint No. KOC-G-049-1516-0216**

**Award passed on : 23.11.2015**

**Mr. Reji Chandy Vs The New India Assurance Co. Ltd.**

**Repudiation of Group Mediclaim**

The complainant, Sri. Reji Chandy was covered under a Medi-claim policy (121200/34/14/04/00000199) of the respondent Insurer, for total coverage of Rs.2.25 Lakhs. He was diagnosed with fatty liver and morbid obesity and underwent surgery. Before hospitalization, his employer made him believe that he could get the treatment under insurance coverage. He preferred the claim before the TPA of the Insurer which was repudiated stating that the claim is beyond the purview of the policy conditions. He appealed to the Grievance Cell of the Insurer which was also in vain. Hence, he filed a complaint before this Forum seeking reimbursement of expenses incurred towards hospitalization and surgery.

The Respondent insurer is directed to Pay Rs. 1 Lakh as Ex-gratia.

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**Award No. IO/KOC/A/GI/0328/2015-16**

**Complaint No. KOC-G-003-1516-0244**

**Award passed on : 27.11.2015**

**Mr. Akhilesh K.R Vs Apollo Munich Health Ins. Co.Ltd.**

**Repudiation of Group Health policy**

The complainant, Sri. Akhilesh K.R, whose father was covered under a Medi-claim policy (No120100/12001/2014/A003873/243) of the respondent Insurer. His father was hospitalized twice for the treatment of "IHD-Acute Lateral Wall MI-Pulmonary Edema". Two claims were preferred with the Insurer, both of them were denied. His appeal to the Grievance Cell of the Insurer was also in vain. Hence, he filed a complaint before this Forum seeking reimbursement of expenses towards hospitalization.

The Respondent insurer is directed to Settle claim.

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**Award No. IO/KOC/A/GI/0334/2015-16**

**Complaint No. KOC-G-050-1516-0309**

**Award passed on : 30.11.2015**

**Mr. Sangeeth Dayolin Vs The Oriental Insurance Co. Ltd.**

**Repudiation of Group Mediclaim**

The Complainant, Sri. Sangeeth Dayolin was covered under a Group Medi-claim policy (No 124500/48/2015/8015) of the respondent Insurer. While going to office, he met with an accident and got some injuries. One of his teeth got broken in the accident and treatment for the broken tooth was taken from the nearby hospital. He contacted the TPA inquiring about the coverage for tooth and they replied that since it was caused due to an accident, Medi-claim can be considered. A claim was preferred with the TPA of the Insurer for reimbursement of expenses towards the treatment of the broken tooth, which was rejected stating that 24 hours hospitalization was not there. He appealed to the Grievance Cell of the Insurer which was also in vain. Hence, he filed a complaint before this Forum seeking direction to the Insurer for admission of the claim.

The Respondent insurer is directed to Settle claim.

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**Award No. IO/KOC/A/GI/0340/2015-16**

**Complaint No. KOC-G-048-1516-0238**

**Award passed on : 30.11.2015**

**Mrs. Nisha. K.P Vs The National Insurance Co. Ltd.**

**Repudiation of Group Mediclaim**

Smt. Nisha. K.P, the Complainant had taken for her mother, a "Tailormade Hospitalisation Benefit Policy for the Dependents of Infosys Employees" from the respondent Insurer. Her mother was admitted in an Ayurveda Hospital from 21/08/2014 to 03/09/2014, for the treatment of "KADEESANDHIVATA'. A claim was preferred for reimbursement of expenses towards hospitalization which was rejected stating that inpatient treatment is not warranted and falls under massage and other treatment, which are excluded under the scope of the policy cover. She appealed to the Grievance Cell of the Insurer for reconsideration of the claim which was also in vain. Hence, she filed a complaint before this Forum, seeking direction to the Insurer for reimbursement of expenses towards hospitalization.

The Respondent insurer is directed to Pay admissible amount.

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**Award No. IO/KOC/A/GI/0350/2015-16**

**Complaint No. KOC-G-051-1516-0257**

**Award passed on : 30.11.2015**

**Mrs. Mridula. P Vs The United India Insurance Co. Ltd.**

**Repudiation of Group Mediclaim**

The complainant, Mrs.Mridula. P and her family members were covered under a Medi-claim policy of the respondent Insurer. Her mother was hospitalized at Amrita Hospital, Ernakulam and a claim was preferred with the TPA of the Insurer for reimbursement of expenses towards hospitalization. The claim was rejected by the TPA. She appealed to the Grievance Cell of the Insurer for reconsideration of the claim but was in vain. Hence, she filed a complaint before this Forum seeking a direction to the Insurer for admission of the claim.

The Respondent insurer is directed to Pay claim with interest @ 9%.

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**Award No. IO/KOC/A/GI/0358/2015-16**

**Complaint No. KOC-G-051-1516-0255**

**Award passed on : 14.12.2015**

**Mr. Shamsudeen M.A Vs The United India Insurance Co. Ltd.**

**Partial Repudiation of Group Mediclaim**

The complainant Mr. Shamsudeen M.A and his wife were covered under "CAN MEDICLAIM INSURANCE POLICY" (No 72600/2014-2015/12/580) of the respondent Insurer, since 2009. The Sum Insured was Rs.1 Lakh during 2009-10 period. The complainant preferred a claim for the treatment of his wife for Carcinoma Ovary in 2010 and the Company settled the claim for Rs.1 Lakh. His wife was again hospitalized for the treatment of Carcinoma Ovary at Regional Cancer Centre, Trivandrum. A claim was preferred with the TPA of the Insurer which was partially settled. It was informed that the reason for partial refusal of the claim was "SI exhausted". He appealed to the Grievance Cell of the Insurer for reconsideration of the balance amount of the claim for which no response was there even after one month. Hence, he filed a complaint before this Forum, seeking direction to the Insurer for admission of the balance amount of the claim.

The Respondent insurer is directed to Pay balance claim based on enhanced S.I.

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**Award No. IO/KOC/A/GI/0362/2015-16**

**Complaint No. KOC-G-049-1516-0336**

**Award passed on : 21.12.2015**

**Mr. V.J. Baby Vs The New India Assurance Co. Ltd.**

**Repudiation of Group Mediclaim**

The Complainant, Sri. V.J. Baby and his family members are covered under a Group Medi-claim scheme of the respondent Insurer. His son was hospitalized for the treatment of "Gynaecomastia" and underwent surgery on 09/06/2015. A claim was preferred with the TPA of the Insurer for reimbursement of expenses towards hospitalization, which was repudiated stating that it was a Cosmetic Surgery and it was not covered under the policy. He appealed to the Grievance Cell of the Insurer for reconsideration of the claim, but they have not given any reply so far. Hence, he made a complaint before this Forum seeking direction to the Insurer for admission of the claim.

The Respondent insurer is directed to Settle eligible claim.

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**Award No. IO/KOC/A/GI/0363/2015-16**

**Complaint No. KOC-G-049-1516-0314**

**Award passed on : 21.12.2015**

**Mr. K. Preman Vs The New India Assurance Co. Ltd.**

**Repudiation of Group Mediclaim**

The Complainant, Sri. K. Preman was covered under a Group Medi-claim policy of retired Employees of LIC of India. He was hospitalized for the treatment of his eye and preferred a claim with the TPA of the Insurer, which was rejected. The reason for rejection of the claim was stated as "inpatient treatment is not justified for administration of AVASTIN INJECTION". He appealed to the Grievance Cell of the Insurer for reconsideration of the claim, which was also in vain. Hence, he filed a complaint before this Forum seeking direction to the Insurer for admission of the claim.

The Respondent insurer is directed to Settle eligible claim.

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**Award No. IO/KOC/A/GI/0364/2015-16**

**Complaint No. KOC-G-049-1516-0322**

**Award passed on : 21.12.2015**

**Mrs. Mary Ransom K.X Vs The New India Assurance Co. Ltd.**

**Repudiation of Group Mediclaim**

The complainant, Smt. Mary Ransom K.X and her family were covered under a Group Medi-claim policy of the respondent Insurer. Her husband was initially advised to get admitted to the hospital for the treatment of his eyes. Later, considering the cost of the treatment, he suggested an alternative way which was to buy medicine and get treated as an out-patient. To avoid unnecessary expenses, they followed the suggestion of the Doctor and the Injection was taken in the Operation Theatre under local Anesthesia, on 26/08/2014. A claim was preferred with the TPA of the Insurer which was rejected stating that the claim falls outside the purview of the policy. She appealed to the Grievance Cell of the Insurer for reconsideration of the claim, but was in vain. Hence, she filed a complaint before this forum seeking direction to the Insurer for admission of the claim.

The Respondent insurer is directed to Settle eligible claim.

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**Award No. IO/KOC/A/GI/0379/2015-16**

**Complaint No. KOC-G-050-1516-0303**

**Award passed on : 31.12.2015**

**Mr. Baiju K.P Vs The Oriental Insurance Co. Ltd.**

**Partial Repudiation of Group Mediclaim**

The Complainant, Sri. Baiju. K.P and his family were covered under a Group Medi-claim policy of the respondent Insurer, through Apollo Tyres Ltd. His father was hospitalized and a claim was preferred with the TPA of the Insurer for reimbursement of expenses towards hospitalization. The claim was denied by the TPA. He appealed to the Grievance Cell of the Insurer for reconsideration of the claim which was also in vain. Hence, he filed a complaint before this Forum seeking direction to the Insurer for admission of the claim.

The Respondent insurer is directed to Pay balance Rs.9182.

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**Award No. IO/KOC/A/GI/0387/2015-16**

**Complaint No. KOC-G-040-1516-0368**

**Award passed on : 04.01.2016**

**Mr. Ananda Babu. S Vs SBI General Insurance Co. Ltd**

**Repudiation of Group Mediclaim**

The complainant is covered under the group mediclaim policy of the Insurer and he submitted a claim for hospitalisation of his father. This claim was rejected as the ailment arose out of abuse of alcohol & treated conservatively which is excluded under policy clause 17 (the reason for repudiation as stated by the respondent Insurer). Appeal to the insurer to reconsider did not have any effect, hence this complaint seeking relief to the full extent of claim.

The Respondent insurer is directed to Settle eligible claim.

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**Award No. IO/KOC/A/GI/0393/2015-16**

**Complaint No. KOC-G-049-1516-0357**

**Award passed on : 14.01.2016**

**Mr. D.A. Dayanandan Vs The New India Assurance Co. Ltd.**

**Partial repudiaton of Group Mediclaim**

The Complainant was covered under LIC of India's Retirees Group Medi-claim Policy. He was hospitalized and a claim was preferred with the TPA of the Insurer, which was settled partially. He appealed to the Grievance Cell of the Insurer for reconsideration of the claim in full, but was in vain. He alleges that initial consultation fees paid to Hospital and admission fees on inpatient treatment are not payable, as per the Health Insurance Guide Book received from the TPA. He also requests to make available to all Insured Employees a copy of latest policy issued to LIC, every year, to keep abreast with the renewed terms and conditions of the policy issued to LIC of India. He tried his level best to get a copy of the policy from LIC of India/Insurer, but did not succeed. Hence, he filed a complaint before this forum, seeking direction to the Insurer for admission of the claim in full and also for getting a copy of the policy.

The Respondent insurer is directed to Pay balance Rs.1000/-.

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**Award No. IO/KOC/A/GI/0396/2015-16**

**Complaint No. KOC-G-050-1516-0369**

**Award passed on : 21.01.2016**

**Mr. Monai. C.K Vs The Oriental Insurance Co. Ltd.**

**Repudiation of Group Medclaim**

The complainant is covered under the group medclaim policy of the Insurer and he submitted a claim for hospitalization of his wife . This claim was rejected as the Ayurveda treatment was not undertaken in a government hospital. Appeal to the insurer to reconsider did not have any effect, hence this complaint seeking relief to the full extent of claim.

The Respondent insurer is directed to Rs.25,000/- as ex-gratia payment.

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**Award No. IO/KOC/A/GI/0397/2015-16**

**Complaint No. KOC-G-040-1516-0378**

**Award passed on : 21.01.2016**

**Mr. Vincen K.G Vs SBI General Insurance Co. Ltd**

**Repudiation of Group Medclaim**

The complainant is covered under a group medclaim policy taken by the employer. He has submitted a claim for hospitalization which was partially repudiated by the Insurer; hence he submitted a representation for reconsideration of the claim, which was not acceded to by the insurer. Hence this complaint is filed seeking the full amount of claim.

The complaint is Dismissed.

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**Award No. IO/KOC/A/GI/0398/2015-16**

**Complaint No. KOC-G-040-1516-0365**

**Award passed on : 21.01.2016**

**Mr. Anto. T.L Vs SBI General Insurance Co. Ltd**

**Repudiation of Group Medclaim**

The complainant is insured under the group medclaim policy. In 04/2015, due to an accident in the factory, the complainant underwent hospitalization. A claim preferred was repudiated stating that there is no active line of treatment. Appeal to the grievance cell also did not elicit any positive response, hence this complaint.

The Respondent insurer is directed to Admit & settle claim.

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**Award No. IO/KOC/A/GI/0418/2015-16**

**Complaint No. KOC-G-037-1516-0383**

**Award passed on : 29.1.2016**

**Mr. Muhammad Nazeem Navas Vs Religare Health Ins. Co. Ltd.**

**Repudiation of Group Medclaim**

The Petitioner is a minor represented by his father. They were covered under a GROUP CARE policy of the respondent Insurer. M.M. Navas (Minor Boy) was hospitalized for fever and cough on 11/08/2015 and discharged on 18/08/2015. A claim was preferred for reimbursement of expenses towards hospitalization, which was repudiated. The reason stated for denial of the claim was suppression of material facts at the time of taking the policy. They appealed to the grievance Cell of the Insurer for a review of the claim, but in vain. Hence, they filed a complaint before this Forum, seeking direction to the Insurer for admission of the claim.

The Respondent insurer is directed to Process the claim and pay Rs.15,245/-.

\$ \$ \$ \$ \$ \$ \$

**Award No. IO/KOC/A/GI/0436/2015-16**

**Complaint No. KOC-G-012-1516-0438**

**Award passed on : 16.02.2016**

**Mr. R. Ram Mohan Vs Cholamandalam MS Gen. Insu.Co. Ltd**

**Repudiation of group medi claim**

The complainant and his family were covered under a Medi-claim policy of the respondent Insurer. His daughter was hospitalized on 05/11/2015 for the treatment of severe head-ache and discharged on 06/11/2015. A claim was preferred with the Insurer, which was denied on the alleged ground that the treatment did not require any hospitalization. The petitioner says that the denial of the claim is obviously a lame and illegal conclusion arrived by the Insurer to evade from paying the eligible amount of claim. He appealed to the Grievance cell of the Insurer for a review of their decision on genuine and legitimate grounds, which was also in vain. Hence, he filed a complaint before this forum, seeking direction to the Insurer for admission of the claim in full.

The Respondent insurer is directed to settle the claim.

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**Award No. IO/KOC/A/GI/0462/2015-16**

**Complaint No. KOC-G-048-1516-0409**

**Award passed on : 29.02.2016**

**Mrs. Dr. Cessy Job Vs The National Insurance Co. Ltd.**

**Denial of death claim under group policy**

The complainant's husband was covered under a Group Accident Insurance Scheme for State Govt. Employees. Membership of the Scheme is compulsory. The employer shall deduct the premium of Rs.50/- from the salary for the relevant month of December, for insurance cover during the next year from January to December. The husband of the petitioner was duly covered under the scheme for the year 2009. On 29/05/2009 he suffered an accidental fall which has resulted in "Quadriplegia" and subsequent death. The claim for Disability compensation was preferred with the Insurer. After death of the insured on 01/09/2012, a claim towards accidental death was also submitted along with required documents. Neither the Disability claim nor the Death claim was settled by the respondent Insurer. Hence, a Writ Petition was filed before the Hon'ble High Court of Kerala, which was dismissed stating that the petitioner can approach other appropriate Forum. Hence, this Complaint was filed to resolve the issue.

The Respondent insurer is directed to Pay the claim.

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**Award No. IO/KOC/A/GI/0469/2015-16**

**Complaint No. KOC-G-048-1516-0465**

**Award passed on : 17.03.2016**

**Mr. K.N. Purushothaman Vs The National Insurance Co. Ltd.**

**Repudiation of claim under group medi claim policy**

The complainant is an ex-employee of SAIL and a member of SAIL Group Medi-claim Insurance. He was hospitalized for the treatment of CAD and preferred a claim with the Insurer which was not yet settled. A representation was also given to the Grievance cell of the Insurer for which also no reply is there till date. Hence, this complaint was filed seeking direction to the Insurer for admission of the full claim including the balance of earlier Bills

The Respondent insurer is directed to Settle the eligible claim amount.

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**Award No. IO/KOC/A/GI/0472/2015-16**

**Complaint No. KOC-G-051-1516-0460**

**Award passed on : 17.03.2016**

**Mr. K. Balakrishnan Vs The United India Insurance Co. Ltd.**

**Repudiation of claim under group medi claim policy**

The complainant is an ex-employee of SAIL and a member of SAIL Group Medi-claim Insurance. He was hospitalized from 04/09/2015 to 09/09/2015 for the treatment of Diabetic Neuropathy. He preferred a claim with the Insurer which was not yet settled. A representation was also given to the grievance cell of the insurer for which also no reply is there till date. Hence, this complaint was filed seeking direction to the Insurer for admission of the full claim amount

The Respondent insurer is directed to settle the eligible claim.

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**Award No. IO/KOC/A/GI/0476/2015-16**

**Complaint No. KOC-G-051-1516-0414**

**Award passed on : 17.03.2016**

**Mrs. Prabhavathy S Vs The United India Insurance Co. Ltd.**

**Repudiation of claim under group health policy**

The Petitioner's husband, Sri Haridasan N. was covered under "RASTRIYA SWASTHYA BIMA YOJANA" SCHEME, with the respondent Insurer. He died in an accident on 02/12/2012. A claim was preferred under the Scheme with the Insurer with all the required documents, but the respondent company failed to process the claim. The petitioner approached the Grievance cell of the Insurer on 04/12/2015, but no reply was received even after 30 days of submission of the letter. Hence, she filed a complaint before this Forum, seeking direction to the Insurer for admission of the claim

The Respondent insurer is directed to settle the eligible claim.

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**Award No. IO/KOC/A/GI/0481/2015-16**

**Complaint No. KOC-G-051-1516-0482**

**Award passed on : 30.03.2016**

**Mr. K T S Madhavan Vs The United India Insurance Co. Ltd.**

**Partial Repudiation of group medi claim**

The complainant and his wife are covered under a Group Medi-claim policy for retired employees of SAIL. He has submitted some Bills pertaining to his OP treatment, out of which Rs.2,040/- has not been considered. He made repeated telephonic requests and also written complaints to the respondent Insurer, but all in vain. He appealed to the Chairman/MD for a review of the claim, but no response. Hence, he filed a complaint before this Forum, seeking direction to the Insurer for admission of the balance amount of the claim

The Respondent insurer is directed to Settle eligible claim.

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**Case No: CHD-G-051-1516-0699**

**In the matter of Mr Baldev Raj Sethi VS United India Insurance Co. Ltd.**

**ORDER DATED: 12.02.2016**

**(Group Mediclaim)**

**FACTS:** The complainant lodged a complaint with this office on 09.12.2015 that his claim has been short paid to the extent of Rs.2, 01,093/-. He was insured under United India Insurance Company's CAN Group Mediclaim policy number 1107002815P101191266 for the period from 27.05.2015 to 26.05.2016. This policy was renewal of previous year policy. Insured was hospitalized and incurred an expenditure of Rs. 4,53,787/- on his treatment, The Insurance Company reimbursed him only Rs. 2,52,694/-.

**FINDINGS:** During the hearing the insurance company submitted that the charges of the hospital were too high as compared to the charges of other hospitals in the vicinity and some expenses were beyond the scope of the cover. No document was produced which supported the contention of the Insurance Company that the hospital has charged too high an amount. While pursuing the claim file it was observed that two work sheets were made to arrive at the payable amount. In the first sheet an amount of Rs. 4,06,905/- was shown as admissible whereas in another sheet it was Rs.2,52,694/-. A sum of Rs.46, 882/- was not reimbursable as per terms and conditions of the Policy. The insurer was unable to explain as to why Rs.1,54,211/- have been short paid.

**DECISION:** In view of the fact it was held that insured had incurred expenditure of Rs.4,52,787/- on his hospitalization out of which Rs.46, 882/- is not admissible as per terms of the policy. He was entitled to Rs. 4,06,905/-. Since Insurance Company has already paid Rs.2,52,694/-, balance amount of Rs.1,54,211/- was awarded to be paid by United India Insurance Company Limited to the insured.