

AHMEDABAD

OFFICE OF THE INSURANCE OMBUDSMAN (GUJARAT)

2nd Floor, Ambica House, Nr C.U. Shah College, Ashram Road, Ahmedabad-380014

Phone : 079-27546840, 27545441 Fax : 079-27546142

Case No.11-002-0226-10

Shri Jitendra P Parikh Vs.

The New India Assurance Co. Ltd.

Award dated 20-10-2009

Partial settlement of claim under Group Mediclaim Policy.

Insured was a wife of LIC employee who were covered under Group Mediclaim Insurance Policy. She was hospitalized for the surgery of right Knee joint replacement. Claim lodged was partially settled for Rs.1,20,000/- being basis Sum Insured available to the employee on the ground that the employee had increased optional Sum Insured up to Rs.3.00 Lakhs in the same financial year wherein the surgery was underwent hence it was a planned surgery by the employee.

The Complainant stated that he had already a personal Mediclaim policy for Rs.1.00 Lakh with a general insurance company which he discontinued and enhance his limit for Rs.3.00 Lakhs hence it was not a planned surgery.

The Respondent produced a copy of consultation paper of the treating surgeon who had mentioned therein that the insured was suffering from pain in both the knees since last two years and standing and walking using stick since last 6 months.

This forum observed that the Respondent had rightly settled the claim partially up to the basic limit of Rs.1,20,000/- because the Complainant had knowing that a surgery was to be undergone to his wife, increased the limit of Sum Insured which was tantamount to believe that it was a planned surgery.

Thus, decision of the Respondent was upheld.

BHOPAL

CATEGORY: Group Mediclaim Pol.

Sub Category:-Delay in Settlement

Mr. Mahesh Sisodia..... Complainant

V/s

Reliance Gen. Insurance Co. Ltd.....Respondent

Order No.: BPL/GI/09-10/31

Case No.: GI/RGI/0709/33

Dated 9.10.2009

Brief Background

Shri Mahesh Sisodia (hereinafter called Complainant) was insured under a Group Mediclaim policy No. 2302/382812100010 for the period 28.08.2008 to 27.08.2009 obtained by his employer Harikrishan Lal Harish Chandra Anand for S.I. Rs. 25000/- from Reliance General Insurance Co. Ltd., (Hereinafter called Respondent)

As per the complainant all the mediclaim documents were submitted to Respondent on 11.04.2009 and also on 25.4.2009 which are said to be misplaced at their end, hence again submitted on 2.6.2009 & 29.06.2009 and further followed-up with the Respondent but the claim for Rs. 13904/- neither settled by respondent nor any response received from their side. Aggrieved with the non-settlement of claim the complainant approached this forum for settlement of his claim alongwith interest.

The Respondent vide its self contained note letter dated 01.10.2009 together with Policy and clause submitted that the claim stands paid for Rs. 12220/- vide their cheque No. 90097 dtd. 21.07.2009 after deduction of Rs. 1684/- which found not covered/payable under the Policy.

For the sake of natural justice hearing was held on 06.10.2009 at Indore Camp. The complainant was present in person while the Respondent was represented by Mr. Santosh Panicker.

Observations:

It is an admitted fact that the Complainant was covered under the within mentioned policy and the claim stands paid for Rs. 12220/- which was not informed by complainant to this forum and informed only at the time of hearing that the dispute is for Rs. 1434/- which are deducted by Respondent. During the course of hearing the complainant stated that there is delay in the settlement of claim and deduction of Rs. 1434/- only. On asking from the complainant that why the settlement of claim was not intimated to this Forum, he expressed that he is sorry for that and admitted that it should have been updated to forum. The Respondent stated that the above deduction are made for Registration charges, dietician charges, Room rent limit charges, and also for Rs. 200/- being out of the pre-hospitalization limit but the Room rent limit for Rs. 750/- are deducted by an oversight for which they are going to pay to complainant.

In view of the circumstances stated above and on going through the documents, it is established that Rs. 750/- being Room limit are deducted wrongly while other deductions are not covered under the scope of Policy. Therefore, the Respondent is directed to Pay Rs. 750/- with 9% interest (on Rs. 750/-) w.e.f. 1.7.2009 till the date of actual payment to complainant **within 15 days** from the receipt of consent letter.

=====END OF 1=====

CATEGORY: GROUP MEDICLAIM

Sub Category: Partial Repudiation of claim

Shri K.V.Garaty.....Complainant

V/s

United India Insurance Co. Ltd.,Respondent

Order No.: BPL/GI/09-10/042

Case No.: GI/UII/0909/045

Dated 10.11.2009

Brief Background

Mr. K.V.Garaty (hereinafter called Complainant) is insured under a Mediclaim policy No. 041100/48/08/41/00000308 for S.I. of Rs. 300000/- from the period from 01.01.2009 to 31.12.2009 from United India Insurance Co. Ltd. (hereinafter called Respondent)

As per the Complainant the Cash less card and Mediclaim booklet containing information of Hospitals etc. not provided by TPA and the claim submitted on Reimbursement basis is settled after deduction of Rs. 606/- from claim amount moreover, the claim cheque was not provided for at par facility resulting clearing charges for Rs. 322/- are borne by him. Aggrieved with the above services of TPA the complainant approached this forum for repayment of total Rs. 928/- (Rs. 606/- + Rs. 322/-)

The respondent vides its self contain letters dtd.5.10.2009 along with claim related documents submitted that the claim is settled by their TPA and the deduction of Rs. 100/- out of 606/- is because of Details of other expenses are not available while Rs. 506/- is deducted being Establishment charges by Hospital are not covered under the Policy.

Observations:

There is no dispute that the complainant was covered under the above-mentioned policy and a claim for Rs. 10670/- submitted on Reimbursement basis stands paid for

Rs. 10064/-. During the course of hearing the Respondent explained the reason behind the deduction of

Rs. 606/- by stating that the deducted amount for other expenses and Establishment charges by Hospital are out of the scope of Policy. The forum asked the Respondent that why the Identity Card and booklet containing Hospitals details are not provided to Complainant by T.P.A.? It is replied by Respondent that the matter will be taken up with the TPA as it is the duty of TPA to provide Identity Card to each Insured. The Respondent also stated that the above Policy pertains to their Delhi Office and the TPA is appointed by Delhi Office hence the same is beyond their jurisdiction but admitted that the Identity Card should have been provided by TPA in due course of time. As regards payment of claim by Upcountry Cheque, it is explained by Respondent that normally the TPA issues the claim cheques with at par Facility and expressed her surprise why this claim cheque was not issued on at par facility.

In view of the circumstances stated above, it is found that the amount of Rs. 606/- being other expenses and establishment charges are rightly deducted from the claim amount by TPA as the same are not covered under the Policy but TPA (M/s MDIndia Healthcare Services Pvt. Ltd.) found fail to perform their duties to issue the Identity Card for Cash less facility purposes and booklet (containing information of net work hospital etc.) to complainant and also the claim cheque for At Par facility is not provided resulting loss of Rs. 322/- to complainant being charged by Bank for the clearing of above cheque inspite of provision of issuing the same with at par facility. Therefore, the Respondent is directed to ensure that the **Identity Card** with Hospital details **is received to the Complainant** within **15 days** and **also to pay Rs. 322/-** being difference of clearing charges to complainant **within 15 days from the receipt of consent letter** from the complainant failing which it will attract a simple interest of 9% p.a. from the date of this order to the date of actual payment.

=====END OF 2 =====

CATEGORY: GROUP MEDICLAIM

SUB CATEGORY: Partial Repudiation of claim

Shri Vijay Kumar Thethwar.....Complainant

V/s

The New India Assurance Co. Ltd., .DO.-2, Bhopal.....Respondent

Order No.: BPL/GI/09-10/51

Case No.: GI/NIA/0911/079

Dated 6.01.2010

Brief Background

Mr. Vijay Thethwar (hereinafter called Complainant) covered under LIC Group Mediclaim policy No. 121400/34/09/12/00000329 for S.I of Rs. 110000/- for the period 01.04.2009 to 31.03.2010 from The New India Assurance Co. Ltd., Mumbai. (Hereinafter called Respondent)

As per the Complainant a claim for self hospitalization for Rs. 13704/- was submitted on 3.8.2009 but the claim is settled for Rs. 12331/- after deducting Rs. 1374/-(r/off) without explaining reason and there is delay in the settlement of claim also. The complainant further represented vide his letter dated 30.9.2009 to the D.O Bhopal but there also no response. Aggrieved with the decision of the Respondent, he approached this office for the payment of balance claim amount of Rs. 1374/- and interest for Rs. 172/-.

The Respondent in its reply-dated 27.11.2009 (along with Policy copy and clause) submitted that they are servicing D.O. for LIC Employees and entertain their claim on merits and communicate with the claim preferring office of L.I.C on behalf of their Mumbai Office as the Policy issued by them. On receipt of above claim from L.I.C. Office, Bhopal the above claim was scrutinized and the claim is settled for Rs. 12331/- after deduction of Rs. 1373/- from the claim amount on merits, considering the terms and condition of the Policy. The Respondent further explained the head wise details of deduction of Rs. 1373/- as per the followings:- Rs. 100/- for Registration charges, Rs.

390/- for Service Charges, Rs. 290/- for Belt being non medical expenses and Rs. 593/- for Medicines exceeding 60 days i.e. Post Hospitalization expenses as the above all deductions are not covered under the Policy. The Respondent further mentioned that the settlement of claim is justified and there was no deficiency in the services on their Part.

Observations:

I have gone through all the materials on record and submissions made during hearing and my observations are summarized below.

There is no dispute that the complainant was covered under the above-mentioned policy and was hospitalized at Hajela Hospital, Bhopal for the period from 29.07.09 to 31.07.09 for the diagnosis of Compression of multiple vertebrae with Acute Cholecystitis and the claim stands settled for Rs. 12331/- after deducting Rs. 1373/- from claim amount and the claim cheque is sent to LIC on 22.9.2009. The only dispute is for delay in settlement and for the deduction of Rs. 1373/- During the course of hearing the complainant stated that the details of deduction for Rs. 1373/- is not conveyed even after his letter dated 30.9.2009 and also stated the delay is not a big issue but reason of deduction should have been conveyed to him. On the other side the Respondent stated that the deductions are made only for the expenses not covered under the Policy. The respondent shown the item wise details of deductions and relevance Policy condition to the complainant as regards Registration charges, Service Charges, Belt as non-medical expenses and for the medicines exceeding 60 days of Hospitalization for which the complainant found convinced. It is further explained by Respondent that it is a group Medclaim Policy issued to L.I.C covering entire staff of all over India by their Mumbai office and the Policy copy is provided to L.I.C. As regards delay in settlement of claim, the Respondent explained that there are large number of claims under the above policy are received from various employees of L.I.C and the same are settled and claims cheques are forwarded to directly L.I.C hence there may be a delay of few days. As regards the reply of complainant's letter dated 30.9.2009, the respondent explained that unfortunately the above letter is not traceable to their office even till today hence it could not be replied. It is further stated by Respondent that the above claim was received to them on 10.8.2009 and the claim cheque was sent to LIC on 22.9.2009 together with various other Medclaim cheques.

In view of the circumstances stated above and on going through the Policy condition & claim documents made available by both the parties, it is established that the deduction of Rs. 1373/- from the claim amount **is just and fair** as the same found either not covered under the Policy or beyond the scope of Policy. Similarly, it is also observed that there is no such inordinate delay in the settlement of claim as it is a Group Mediclaim Policy covering large No. of Staff of the Region and large number of claim under the Policy as well. Therefore, I found no reason to interfere with the deduction of Rs. 1373/-. The complaint is dismissed without any relief with the advices to Respondent for future to ensure that the claims be settled as far as possible within the expected time frame by IRDA.

=====END OF 3 =====

BHUBANESWAR

(1)

BHUBANESWAR OMBUDSMAN CENTER

Complaint No.11-002-0646

Smt Gita Mishra

Vrs

New India Assurance Co Ltd.

Cuttack DO-II

Award dated 09th February 2010

Complainant being an employee of Life Insurance Corporation of India, Cuttack Divisional office was covered under the group Mediclaim policy of New India Assurance Co Ltd. She is a known case of breast cancer and was treated at Tata Memorial Hospital. She took some medicines as per prescription of her treating doctor and claimed for reimbursement. The insurer refused to pay as it was not covered under terms and conditions of the policy.

Hon'ble Ombudsman heard the case on 19.01.2010 where both sides were present. Insurance company expressed that they are unable to settle the claim as the medicines claimed were not during the period of treatment defined in the policy and are taken during check up / follow up. Perusing the documents and hearing both sides Ombudsman held that the claim for cost of medicine is not payable as per policy conditions

KOCHI

OFFICE OF THE INSURANCE OMBUDSMAN, KOCHI

Complaint No.IO/KCH/GI/11-004-348/2009-10

A.L.Bindu

Vs

United India Insurance Co.Ltd.

AWARD DATED 12.10.2009

The complainant's husband, an account holder of SBT, was admitted to a group mediclaim policy covering himself and his family members. The proposal was submitted on 18.09.2007 and the policy was issued w.e.f. 27.12.2007. On 30.12.2007, he was admitted at Muthoot Hospital and diagnosed of viral hepatitis. He was discharged on 08.01.2008. Later, he was admitted in Cosmopolitan Hospital and Lakeshore Hospital till his death on 20.02.2008. The claim was repudiated on the ground that the disease was pre-existing and also as per policy condition, disease incepted during the first 30 days are not covered under the policy.

The premia was received in the office of the insurer on 27.12.2007 and the policy commenced w.e.f. 27.12.2007. The claims for treatment at various hospitals were submitted by the TPA during the period 30.12.2007 to 20.02.2008. As per the certificate issued by Dr.Saji Varghese, the patient was suffering from viral hepatitis

w.e.f. 26.12.2007. The certificate issued from Lakeshore Hospital states that the patient was suffering from the said complaint w.e.f. 28.12.2007. Hence it is an admitted fact that the patient was aware of the disease as early as 26.12.2007 or at least by 28.12.2007. Hence the claim is inadmissible either being pre-existing at the time of inception of cover or contracted during the first 30 days of policy. Hence there is no reason to interfere in the decision of the insurer and the complaint stands **DISMISSED.**

