

AHMEDABAD OMBUDSMAN CENTRE

Case No.14-003-0583-12

Mrs. Aruna M. Parmar V/s. National Insurance Co. Ltd.

Award dated 9th April 2012

Repudiation of Group Mediclaim

Complainant's Father-In-Law, 77 years old age was hospitalized for Knee Replacement which cost of Rs.2,11,100/- was claimed for reimbursement. Respondent rejected the claim giving reason that said policy was cancelled by the Respondent because of using forged Insurance Certificate and illegal usage of stamps and logo of the Insurance Co. This was proved by the Investigator of the Respondent.

Therefore, Respondent is justified in repudiating/rejecting the claim.

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AHMEDABAD OMBUDSMAN CENTRE

Case No.11-004-0537-12

Shri Palak P. Kobawala V/s. United India Insurance Co.

Award dated 10th April 2012

Partial settlement of Group Mediclaim Policy

Cataract surgery expense of complainant's wife was partially settled by the Respondent which was not agreeable to the Complainant.

As per policy condition, complainant is eligible to get 20% of S.I Rs.2,50,000/- (50,000/-). Complainant claimed Rs.36,151/- from that Respondent deducted Rs.15,250/- which is not justified.

However this forum closed the file without passing any quantitative award.

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AHMEDABAD OMBUDSMAN CENTRE

Case No.14-004-0313-12

Shri Ramanbhai S. Patel V/s. United India Insurance Co. Ltd.

Award dated 10th May 2012

Non Settlement of Mediclaim

Complainant's wife hospitalized for Knee replacement of both the legs and claimed for Rs.3,92,222/- was not settled by the Respondent giving reason that the original claim file has not received by the Respondent.

Complainant had a Group Mediclaim Insurance with National Insurance Co.Ltd., so the Original file submitted to the National Insurance Co., but they have also not settled the claim. Therefore the Complainant filed a case with Consumer Forum against National Insurance Co.

The Respondent had not attended the Hearing scheduled by this Forum and required documents also not submitted by them.

In view of these, the complaint stands disposed without passing any quantitative Awards.

AHMEDABAD OMBUDSMAN CENTRE

Case No.11-004-0616-12

Shri Govind G. Jagnani V/s. United India Insurance Co. Ltd.

Award dated 25th June 2012

Partial repudiation of Mediclaim

Complainant's insured mother hospitalized for the treatment of Falcipharum Malaria with CAD & Early ARDS and lodged claim for Rs.13,164/- which was settled by the Respondent for Rs.7,868/-but not presented in the bank and lying with the Complainant. The policy is Golden India fresh with pre-existing disease covered after 6 months, she is treated all pre-existing ailment so claim valid only 60%.

This was a Group Mediclaim policy and Policy issued to the Share holders of IRSS International.

The policy is an unconventional group insurance so this forum closed the file without passing any quantitative award.

AHMEDABAD OMBUDSMAN CENTRE

Case No.11-004-0664-12

Shri Amichand G. Vaghela V/s. United India Insurance Co. Ltd.

Award dated 10th July 2012

Repudiation of Mediclaim (Group Insurance)

Complainant's wife treated for Lt. Ovarian Cyst and claimed for Rs.35,096/- was repudiated by the Respondent under Exclusion clause No.5.4.

The policy is an unconventional Group Insurance and it does not reveal the premium amount collected.

In view of this Respondent's decision upheld without any relief to the Complainant.

12.4.12—GR MEDICLAIM

DELHI OMBUDSMAN CENTRE

Case No. GI/230/UII/11

In the matter of Sh. Hemant Kumar Sharma

Vs United India Insurance Company Ltd.

AWARD DATED 12.4.2012 REPUDIATION OF CLAIM

1. This is a complaint filed by Sh. Hemant Kumar Sharma (herein after referred to as the complainant) against the decision of United India Insurance Co. Ltd. (herein after referred to as respondent Insurance Company) relating to repudiation of claim.
2. Complainant stated that he is insured in a Group Mediclaim Policy taken from United India Insurance Company Ltd. He submitted claim for his father's eye operation though company processed the claim but rejected for the reason that document were submitted late which was not genuine or sufficient to reject the claim. He had registered the complaint with the insurance company for the 4 times but he had not given any satisfactory reply even after 3 months. During the course of hearing it was submitted by the complainant that patient was covered in the

Group Medclaim policy and the papers relating to treatment were submitted. A bill of Rs. 650 was submitted late but the claim was repudiated.

3. Representative of the company stated that claim is not payable as the same was filed late.
4. I have considered the submissions of the complainant as well as of the representative of the company. After due consideration of the matter, I hold that company was not justified in repudiating the claim because all requisite documents were submitted on 25.04.2011 though details of Rs. 650 were submitted late. In my considered view, company ought to have settled the claim. Accordingly an Award is passed with the direction to the insurance company to make the payment of Rs. 13,711 along with the penal interest at the rate of 8% from 31.07.2011 to the date of actual payment.
5. The Award shall be implemented within 30 days of receipt of the same. The compliance of the same shall be intimated to my office for information and record.
6. Copies of the Award to both the parties.

JUNE 12 -GR PA

DELHI OMBUDSMAN CENTRE

Case No. GI/238/Star/11

In the matter of Sh. Laldhari Yadav

Vs Star Heath & Allied Insurance Company Ltd.

AWARD DATED 21.6.2012 REPUDIATION OF DEATH CLAIM

1. This is a complaint filed by Sh. Laldhari Yadav (herein after referred to as the complainant) against the decision of Star Health & Allied Insurance Co. Ltd. (herein after referred to as respondent Insurance Company) relating to repudiation of death claim.
2. Complainant stated that his son Late Sh. Dinesh Kumar Yadav was employed with Capital Trush Ltd., New Friends colony, New Delhi. Late Sh. Dinesh Kumar Yadav was covered in Group personal accident policy bearing no. P/161116/02/2010/000074 issued by Star Health & Allied Insurance Company Ltd. It was further mentioned by the complainant that while on duty in the branch office of the company at Mathura, he died due to snake bite on 05.10.2010. He was treated at S.N. Medical College, Agra where at during the course of treatment, he was declared dead. Company had not settled the claim so far. As a matter of fact

company had repudiated the claim. He has come to this forum with request to get the personal accident claim paid. During the course of hearing, complainant submitted that claim is payable but company had denied it wrongly.

3. Representative of the company stated that claim is not payable as there is no evidence that insured died due to snake bite. Company also filed written reply dated 26.09.2011 wherein it has been mentioned that company had issued Accident Trauma Care Group Policy for Capital Trush Ltd. vide policy no. P/161116/02/2010/000074 for the period 15.03.2010 to 14.03.2011 covering various employees for the sum insured of Rs. 2,00,000 (1 lakh under hospitalization cover and 1 lakh under personal accident cover). It was further mentioned in the reply that Sh. Dinesh Kumar Yadav was covered in the policy. Company had repudiated the death claim of Sh. Dinesh Kumar Yadav who died due to Snake bite.
4. I have considered the submissions of the complainant as well as of the representative of the company. I have also perused written reply of the company which is placed on record. After due consideration of the matter, I hold that claim is payable and company was not justified in repudiating it because deceased son of the complainant who was covered in the Group policy died due to snake bite and that was certainly an accidental death. In my considered view, as per the terms and conditions of the policy insured is entitled to a claim on account of accidental death. Accordingly an Award is passed with the direction to the insurance company to make the payment of Rs. 1,00,000 as per terms and conditions of the policy.
5. The Award shall be implemented within 30 days of receipt of the same. The compliance of the same shall be intimated to my office for information and record.
6. Copies of the Award to both the parties.

OFFICE OF THE INSURANCE OMBUDSMAN, KOCHI

Complaint No. IO/ KCH/GI/10-004-223/2011-12

Shri K G Binu

Vs.

United India Insurance Co.Ltd.

Award dated 12.4.2012

The complainant and his family were covered under a group mediclaim policy issued by the above Insurer to the employer of the complainant. His mother was hospitalized and when a claim was filed for reimbursement of expenses incurred on the same., the same was disallowed by the insurer on the ground that there was no active line of treatment during hospitalization. As the complainant felt that the claim was repudiated on unsustainable grounds, this plea.

Records were perused and hearing held. The respondent-insurer's representative submitted that there was inordinate delay of four months in preferring the claim. However, the complainant's submission that he was out of Kerala for about two months and when he came back, the doctor who attended on the mother of the complainant was not available to sign the medical documents and hence the delay, seems rational enough. From the hospital records, it is noted that the complainant's mother was treated with physiotherapy, insulin and other supportive medicines during hospitalization. Hence the contention that there was no active line of treatment is not sustainable. Another contention raised by the respondent-insurer that diabetes was a pre-existing disease for the mother of the complainant is not proved cogently by them to establish the fact beyond doubt. The complainant had made a claim for Rs. 75112/- out of which 11886/- was only paid by the respondent-insurer.

In the result, an award is passed directing the respondent-insurer to pay Rs. 38114/-(sum insured being Rs. 50000/-) to the complainant within the period prescribed failing which the amount shall carry interest @ 9% pa from the date of complaint (20.6.11) till payment is made. No cost.

LUCKNOW

OFFICE OF INSURANCE OMBUDSMAN

UTTARPRADESH & UTTARAKHAND

6th Floor, Jeevan Bhawan Phase-2,

Award No.IOB/LKO/04/383/20/12-13

Complaint No. G-63/11/20/12-13

Sri Diwakar Sarkar vs The New India Assurance Company Ltd.

Fact: The complainant was covered under LIC Group Mediclaim policy. His wife slipped from the stairs on 04.06.2011 and got her leg fractured. She was admitted to Hope Specialty Hospital Meerut, where she underwent surgical procedure. The complainant submitted his hospitalization claim for Rs. 66766/- and post hospitalization claim for Rs.13,652 /-. The insurer settled the claim after deducting certain amount.

Finding: The insurer submitted that hospital authorities did not co-operate with the investigator and the complainant received claim amount after submitting satisfaction voucher. The respondent company also produced a copy of medical opinion obtained from their panel doctor who was fully convinced and satisfied with treatment except anesthetist fee which according to him was exorbitantly high. As per his remarks in Meerut city it ranges between Rs. 1500/- to Rs. 2500/- only. The complainant on the other side contended that if a hospital commands good repute, naturally charges for treatment may be on some higher side.

Decision: The complainant's submission appears to be convincing. Nowhere the respondent insurance company has challenged the veracity of claim papers. If claim

papers including anesthesia charges appear fabricated, the respondent insurance company had every right to reject the claim but same was not done. Therefore the forum awarded Rs. 4000/- to the complainant on Ex-gratia basis.
