
AHMEDABAD

Case No.11-004-1129-12

Mr. Arvind K. Buddhdev Vs. United India Insurance Co. Ltd.

Award dated 3rd April 2013

Repudiation of Mediclaim

Complainant hospitalized for treatment of liver transplantation and expense incurred for Rs.4,25,127/- was repudiated by the Respondent stating that as per Group Mediclaim Policy condition No.5, the subject treatment having waiting period of 3 years so it is considered as pre-existing disease.

This is tailor made unconventional group insurance and premium paid amount is not known. Hence the forum also denied the claim so complaint dismissed.

Case No.11-005-0006 & 0007-13

Mr. Niketan C. Shah Vs. Oriental Insurance Co. Ltd.

Award dated 3rd April 2013

Repudiation of Mediclaim

Complainant lodged two claims for treatment of his father underwent Coronary Artery disease + HTN and incurred total expenses for Rs.51,384/-+61,384 = Rs.1,12,768/- was repudiated by the Respondent invoking clause No.4.1- pre-existing disease of the Group Mediclaim Policy.

This is tailor made unconventional group insurance and premium paid amount is not known. Hence the forum also denied the claim so complaint dismissed.

Case No.11-004-1057-12

Shri Narandas P. Vadhyani Vs. United India Insurance Co. Ltd.

Award dated 5th April 2013

Repudiation of Mediclaim

Complainant's wife hospitalized for treatment of head injury due to fall from scooter and incurred expense of Rs.18,611/- was rejected by the Respondent on the ground of late intimation of hospitalization.

This is tailor made unconventional group insurance and premium paid amount is not known. Hence the forum also denied the claim so complaint dismissed.

Case No.11-004-1051-12

Mr. Haresh Parmanand Panjwani Vs. United India Insurance Co. Ltd.

Award dated 5th April 2013

Repudiation of Mediclaim

Complainant's father hospitalized for treatment of Rt. Dural AV Fistula and claim lodged was repudiated by the Respondent as per policy condition 5.3. The claim intimation received by the Respondent after 5 days from the date of hospitalization instead of 24 hours.

Respondent further stated as per discharge summary the insured patient had symptoms since 2006 which was not disclosed in the proposal form, it is considered as pre-existing disease.

The policy is not individual, it is a tailor made unconventional Group insurance, there is no insurable interest.

In view of this complaint dismissed.

Case No.11-003-1185-12

Mr. J.R. Chikniwala Vs. National Insurance Co. Ltd.

Award dated 8th April 2013

Repudiation of Interest of late payment

Complainant covered a Baroda Health policy through account holders of Bank of Baroda and claim lodged for a 36 years old female for pregnancy related treatment for Rs.9,092/- was first repudiated by the Respondent and after review of the claim papers it was settled because the insured is having Saving Account with BOB, to maintain relation ship with customers, as a special case claim approved but interest does not arise for delay in settlement.

As per exclusion clause 4.12 of mediclaim policy, complainant have no right to claim the expense with the Respondent, especially no eligibility to demand interest for late payment.

Therefore complaint dismissed.

Case No.11-004-1201-12

Shri Hansraj V. Chovatia Vs. United India Insurance Co. Ltd.

Award dated 8th April 2013

Repudiation of Mediclaim

Complainant treated for perceptive and giddiness and expense incurred for Rs.12,086/- was repudiated by the Respondent on the ground of pre-existing disease.

This is Group insurance policy issued to a master policy holder. Premium receipt is not available with the complainant, no advice for hospitalization. History sheet of the hospital shows diabetes since long.

In view of this Respondent's decision is upheld and complaint dismissed.

Case No.11-002-0008-13

Mr. Chandrakant H. Sharma Vs. The New India Assurance Co. Ltd.

Award dated 8th April 2013

Repudiation of Mediclaim

Complainant's son hospitalized for treatment of Enteric fever and incurred expense of Rs.6,332/- was repudiated by the Respondent stating that the claim intimation was not received and claim papers received after 10 days it attracts exclusion clause No.1 of the Group Mediclaim Policy.

The policy is not a personal line it is a tailor made Group family floater policy issued to a Master policy holder. The premium paid amount also not known.

In view of this, the complaint dismissed.

Case No.11-004-0076-13

Shri Snehal A. Mankad Vs. United India Insurance Co. Ltd.

Award dated 8th April 2013

Repudiation of Mediclaim

Complainant's mother hospitalized for treatment of HTN+IHD, abdominal pain and during the hospitalization the insured expired due to sudden cardiac arrest which expense incurred for Rs.35,081/- was repudiated by the Respondent due to pre-existing disease.

Complainant informed previous history in the proposal but policy renewed in the year of 2009 after a break of three months so policy considered as fresh contract.

This is an unconventional Group policy issued to a Group master policy holder without any insurable interest.

In view of this complaint fails to succeed.

Case No.11-005-0044-13

Mr. Hitesh J. Vakotar Vs. Oriental Insurance Co. Ltd.

Award dated 10th April 2013

Repudiation of Mediclaim

Complainant's mother hospitalized for treatment of Acute Necrotising Impadenopathy and expense incurred for Rs.10,478/- was partially settled by the Respondent for Rs.6,215/- and deducted remaining amount stating that non-surgical treatment maximum payable amount would be Rs.5,000/- but Respondent paid Rs.6,215/-.

The Complainant also claimed another claim for the same insured for same hospital for same treatment for Rs.10,188/-. The time of admission and time of Discharge was not mentioned. Respondent rejected the claim stating that claim papers were not received within 7 days from the date of discharge from hospital.

The policy is a Tailor made Group Insurance there is no insurable interest hence complaint dismissed.

Case No.11-005-0045-13

Mr. Jigesh U. Tamboli Vs. Oriental Insurance Co. Ltd.

Award dated 12th April 2013

Repudiation of Mediclaim

A 69 years old insured, father of the Complainant hospitalized for treatment of Rt. Inguinal Hernia and incurred expense for Rs.42,695/- was repudiated by the Respondent stating that non compliance of required documents.

Complainant stated that he had submitted all documents to the TPA of the Respondent but the original file was lost from them. He further stated that the insurance covered since last 6 years.

This is a tailor made Group Mediclaim Policy issued to M/s. Trident Hospitality, Group Master policy holder has no insurable interest. Therefore complaint dismissed.

Case No.11-017-1035-12

Mrs. Bhartiben S. Kalotra Vs. Star Health and Allied Insurance Co. Ltd.

Award dated 15th April 2013

Partial repudiation of Mediclaim

Complainant treated for Vaginal Hystrectomy with Bilateral Salpingo and expense incurred for Rs.44,843/- was partially settled by the Respondent for Rs.27,000/- and deducted an amount of Rs.17,843/- as per limit of the Group Mediclaim policy.

The subject policy shows sub-limit for the subject disease and also insured was having Manorrhagia since 2009 which attracts exclusion clause.

Complainant is not aware of the terms and conditions of the Group Mediclaim policy which is not acceptable by this forum.

Therefore complaint dismissed.

Case No.11-002-0104-13

Mr. Hitesh B. Shah Vs. The New India Assurance Co. Ltd.

Award dated 16th April 2013

Repudiation of Mediclaim

A 65 years old female insured mother of the complainant hospitalized for treatment of Splenic Marginal cell Lymphoma and expense incurred for Rs.1,10,374/- was repudiated by the Respondent invoking Group policy condition No.7.16 – treatment was related to cancer which is excluded from the scope of the coverage.

The policy is an unconventional group issued to Master policy holder without insurable interest.

Therefore complaint dismissed.

Case No.11-004-1070-12

Shri Yogesh N. Pandya Vs. United India Insurance Co. Ltd.

Award dated 22nd April 2013

Partial repudiation of Mediclaim

Complainant's 23 years old son hospitalized for treatment of Viral Hepatitis and claimed Rs.24,839/- was partially settled by the Respondent for Rs.13,242/- by deducting an amount of Rs.11,597/- stating that as per Group policy condition No.5.2, 5.4 and 5.5 not fulfilled by the Complainant.

From the available papers prove the OPD treatment converted to IPD as there is no advice of any doctors for admission in the hospital.

In view of this, Respondent's decision to settle the claim partially is upheld and complaint dismissed.

Case No. 11-002-1080-12

Mrs. Dhirajben K. Yadav Vs. The New India Assurance Co. Ltd.

Award dated 25th April 2013

Repudiation of Mediclaim

Complainant covered a Tailor made Group Mediclaim policy issued to LIC employees by the Respondent. A claim lodged by the complainant under the policy for treatment expense for fracture of both Radial neck & ribs as a result of fall down was repudiated by the Respondent on the basis of opinion of panel doctor of the Respondent.

Complainant is a 62 years old female senior citizen and took treatment for fracture of both radius neck & Chest injury hence Respondent's decision set aside and directed to pay eligible amount as per rules on receipt of consent letter from the complainant.

In the result complaint succeeds.

Case No.11-004-0090-13

Mr. Rajendrakumar K. Patel Vs. United India Insurance Co. Ltd.

Award dated 25th April 2013

Repudiation of Mediclaim

A claim of Rs.22,500/- lodged by the complainant under Tailor made Group Insurance Policy for treatment expense of his wife was repudiated by the Respondent giving reason that as per exclusion clause No.4.12 i.e. the insured underwent treatment for LSCS (pregnancy related). The policy also not individual, it is a group master policy holder and premium paid to the insured policy holder, not to the Insurer.

Hence the decision of the Respondent is upheld and complaint dismissed.

Case No.11-004-0090-13

Mr. Rajendrakumar K. Patel Vs. United India Insurance Co. Ltd.

Award dated 25th April 2013

Repudiation of Mediclaim

A claim of Rs.22,500/- lodged by the complainant under Tailor made Group Insurance Policy for treatment expense of his wife was repudiated by the Respondent giving reason that as per exclusion clause No.4.12 i.e. the insured underwent treatment for LSCS (pregnancy related). The policy also not individual, it is a group master policy holder and premium paid to the insured policy holder, not to the Insurer.

Hence the decision of the Respondent is upheld and complaint dismissed.

Case No.11-003-1208-12

Mr. Hasmukh B. Shah Vs. National Insurance Co. Ltd.

Award dated 26th April 2013

Partial Repudiation of Mediclaim

Complainant covered a Tailor made Group Mediclaim policy issued to Dalal Securities and Investment Pvt. Ltd. A claim lodged by the Complainant for treatment of accidental injury for Rs.38,150/- was partially settled by the Respondent for Rs.28,150/- under clause of reasonable and customary charges.

This is a Group Insurance and complainant could not produce original policy, he has no insurable interest.

In view of this, complaint dismissed.

Case No.11-005-0010-13

Mr. Jain Jayantilal Kadakia Vs. Oriental Insurance Co. Ltd.

Award dated 26th April 2013

Repudiation of Mediclaim

Hospitalization and treatment expense of complainant's mother was repudiated by the Respondent on the ground of fake certificate and hence no liability is admissible.

Respondent have not received any premium from the insured complainant, he has shown one premium receipt which was issued by VAX Assurance Solutions Pvt. Ltd, which is insured by United India Insurance Co. Ltd.

Complainant could not prove that the policy certificate shown was issued by the Respondent hence complaint dismissed.

Case No.11-005-0061-13

Mr. Maunesh V. Vyas Vs. Oriental Insurance Co. Ltd.

Award dated 26th April 2013

Partial repudiation of Group Overseas policy claim

Complainant along with his 66 years old mother was covered under Group Overseas Mediclaim Policy. During the period of Insurance, complainant's mother hospitalized for treatment of Renal failure at USA which was settled by the Respondent on cashless basis but the insured was expired at Washington hospital, in Fremont, California.

Complainant demanded the cost of expense for dead body reaching to India his residence which was refused by the Respondent because as per policy condition maximum payable amount was paid for treatment. The amount incurred for dead body repatriation as per international shipping is US\$ 6891.13 which is covered other than medical expense was not payable by the Respondent.

In view of this, complaint fails to succeed.

Case No.11-002-0130-13

Mr. Rameshbhai Cholera Vs. The New India Assurance Co. Ltd.

Award dated 26th April 2013

Repudiation of Mediclaim

Complainant's wife hospitalized for Dementia, walking difficulty etc. and expense incurred for Rs.22,173/- was rejected by the Respondent on the grounds of OPD treatment invoking clause No. 4.10 of the policy conditions.

Hospital papers reveal insured patient was admitted with C/o. Dementia which is progressive Brain Disease and deterioration in intellectual function.

Hence complaint succeeds and directed to the Respondent to make payment to the complainant within 15 days from the date of receipt of consent from the complainant.

Case No.11-004-1113-12

Mr. Rajeshkumar R. Thakkar Vs. United India Insurance Co. Ltd.

Award dated 6th May 2013

Repudiation of Mediclaim

A claim of Rs.5,966/- lodged by the complainant under Tailor made Group Insurance Policy for treatment expense of his 60 years old mother was repudiated by the Respondent due to late submission of claim file. The claim file submitted late by 16 days. The policy also not individual, it is a group master policy holder and premium paid to the insured policy holder, not to the Insurer.

Hence the decision of the Respondent is upheld and complaint dismissed.

Case No.11-004-1114-12

Mr. Bharatkumar Ambalal Shah Vs. United India Insurance Co. Ltd.

Award dated 6th May 2013

Repudiation of Mediclaim

A claim of Rs.15,278/- lodged by the complainant under Tailor made Group Insurance Policy for treatment expense of the complainant himself for Viral fever + Intestinal Calitic was repudiated by the Respondent due to late submission of claim file. Thereafter the delay was condoned and claim partially settled for Rs.5,000/-. The policy also not individual, it is a group master policy holder and premium paid to the insured policy holder, not to the Insurer.

Hence the decision of the Respondent is upheld and complaint dismissed.

Case No.11-004-1111-12

Mr. Rakesh Indulal Trivedi Vs. United India Insurance Co. Ltd.

Award dated 6th May 2013

Partial repudiation of Mediclaim

Complainant's 70 years old mother hospitalized for treatment of HT + URTI +LRTI+ Gastritis+ D.M and expense incurred for Rs.26,284/- was partially settled by the Respondent for Rs.11,370/- as per the PPN rate with MOU.

Respondent explained that the policy was a tailor made Group Mediclaim, not individual there is no insurable interest so claim stands settled as per PPN rate of the subject diseases. This information was published in News paper issued on May 14, 2011 by all four public sector General Insurance Companies which includes the Respondent.

In view of this complaint dismissed.

Case No.11-004-1090-12

Mr. Alpesh R. Shah Vs. United India Insurance Co. Ltd.

Award dated 6th May 2013

Partial repudiation of Mediclaim

Complainant's mother hospitalized for treatment of fracture of Left femur and expense incurred for Rs.5,414/- was settled by the Respondent and post hospitalization expense for Rs.7,278/-was partially settled for Rs.320/-and deducted Rs.6,958/-. This was for Physiotherapy expense after 60 days and bill not related to the subject treatment.

Respondent explained in details for deductions in his settlement sheet and the policy was a tailor made Group Mediclaim, not individual there is no insurable interest so claim stands settled as per terms and condition of the Policy.

In view of this complaint dismissed.

Case No.11-005-0154-13

Mr. Dineshchandra D. Adesara Vs. Oriental Insurance Co. Ltd.

Award dated 8th May 2013

Partial repudiation of Mediclaim

A claim lodged by the complainant for deduction of Rs.30,000/- for his knee replacement expense restricted by the Respondent for Rs.1,50,000/- which was settled for Rs.1,20,000/-.

This is a Group Insurance Policy issued to Vax Assurance & Solutions Pvt. Lt. and policy was issued from Mumbai Office. Original claim file or policy file are not available. Self Contained Note also not submitted by the Respondent in-spite of several reminders sent by this forum.

In view of this complaint dismissed.

Case No.11-003-1187-12

Smt. Sadhna Kirtikant Swadia Vs. National Insurance Co. Ltd.

Award dated 8th May 2013

Repudiation of Mediclaim

Complainant covered a Baroda Health policy through account holders of Bank of Baroda and claim of Rs.17,464/-lodged for treatment expense of her husband for HBP+CRF+ADPKD was repudiated by the Respondent invoking pre-existing disease.

Medical certificate reveal the treatment is congenital disease which is also excluded under clause 4.8.

Therefore claim repudiated under exclusion clause 4.1 & 4.8 is right and proper hence complaint dismissed.

Case No.11-003-1200-12

Mr. Rashmikanth S. Bhatt Vs. National Insurance Co. Ltd.

Award dated 9th May 2013

Repudiation of Mediclaim

Complainant hospitalized for treatment of head injury due to accidental fall from scooter and expense incurred for Rs.1,24,256/- was repudiated by the Respondent stating that the insured treated in a declined list of hospitals of the company.

This is Group Mediclaim policy issued to a Master policy holder of the Bank of India Employees Co-op. Credit Society Ltd. As per claim form, Total expense was Rs.2,81,441.60/- out of this Rs.1,57,185/- paid by the employer.

Respondent submitted copy of Circular issued to the Master Policy holders for declined list of hospitals.

In view of this, complaint dismissed.

Case No.11-005-0155-13

Mr. Dineshchandra D. Adesara Vs. Oriental Insurance Co. Ltd.

Award dated 13th May 2013

Partial repudiation of Mediclaim

A claim lodged by the complainant for deduction of Rs.86,000/- for his knee replacement expense under Golden plan policy by the Respondent for Rs.1,86,071/- which was settled for Rs.1,00,000/-.

This is a Group Insurance Policy issued to a Master Policy holder and policy was issued from Mumbai Office. There is no insurable interest so claim settled by the Respondent is valid and proper.

In view of this complaint dismissed.

Case No.11-005-1102-12

Mr. Sagar Prasad Vora Vs. Oriental Insurance Co. Ltd.

Award dated 14th May 2013

Repudiation of Mediclaim

Complainant's father treated for Carcinoma Buccal Mucosa and expense claimed for Rs.91,204/- was repudiated by the Respondent under clause 7.1 and 7.16.

The policy was a tailor made Group Mediclaim, not individual there is no insurable interest so claim repudiated by the Respondent is valid and proper.

Hence compliant dismissed.

Case No.11-005-1102-12

Mr. Sagar Prasad Vora Vs. Oriental Insurance Co. Ltd.

Award dated 14th May 2013

Repudiation of Mediclaim

Complainant's father treated for Carcinoma Buccal Mucosa and expense claimed for Rs.91,204/- was repudiated by the Respondent under clause 7.1 and 7.16.

The policy was a tailor made Group Mediclaim, not individual there is no insurable interest so claim repudiated by the Respondent is valid and proper.

Hence compliant dismissed.

Case No.11-005-0176-13

Mr. Nilang P. Dave Vs. Oriental Insurance Co. Ltd.

Award dated 15th May 2013

Repudiation of Mediclaim

Complainant's father treated for Hemithyroidectomy + radical parotidectomy level 1 & 2 node clearance and expense incurred for Rs.85,848/- was repudiated by the Respondent as pre-existing disease.

The policy was a tailor made Group Mediclaim, not individual there is no insurable interest so claim repudiated by the Respondent is valid and proper.

Hence compliant dismissed.

Case No.11-005-0107-13

Mr. Dineshchandra H. Sheth Vs. Oriental Insurance Co. Ltd.

Award dated 16th May 2013

Repudiation of Mediclaim

Complainant's wife hospitalized for Knee replacement and expense incurred for Rs.1,98,488/- was denied by the Respondent under policy clause 6.0. This is a tailor made Group Master Policy issued to R.B. Hospitality & Health Services. There is no insurable interest so complaint dismissed.

Case No.11-005-0290-13

Shri Pradipbhai P. Pandya Vs. Oriental Insurance Co. Ltd.

Award dated 8th August 2013

Repudiation of Mediclaim (Group)

Complainant's father treated for hip replacement surgery and expense incurred for Rs.2,53,000/- was repudiated by the Respondent as pre-existing disease under clause 4.1.

Medical papers proved the insured was treated for hip replacement surgery in 2001 also so claim repudiated as pre-existing.

This is a Group Mediclaim policy, there is no insurable interest hence complaint dismissed.

Case No.11-002-0295-13

Smt. Daniben V. Parmar Vs. The New India Assurance Co. Ltd.

Award dated 8th August 2013

Repudiation of Janata Mediclaim

Complainant covered a Janata Mediclaim Policy and claim lodged under the policy for treatment expense of Bartholine Cyst (Cyst in Urinary tract) for Rs.11,068/- was repudiated by the Respondent under clause 4.3 of the Policy condition. The insured was claimed in the first year policy. Not mentioned previous policy number in the current policy. As per policy condition there is a waiting period of two years.

Considering all the above, Respondent's decision is upheld and complaint dismissed.

Case No.11-009-0303-13

Mr. Natvarlal K. Parekh Vs. Reliance General Insurance Co. Ltd.

Award dated 23rd August 2013

Repudiation of Mediclaim

Complainant treated for eye cataract surgery and expense incurred for Rs.36,500/- was repudiated by the Respondent on the basis of pre-existing disease and non-disclosure of material facts.

Complainant was having eye vision since 2005 which was not disclosed in the proposal. This is the second year policy and subject treatment is excluded for two years.

Therefore complaint dismissed.

Case No.11-005-0364-13

Shri J S Shah V/s. Oriental Ins. Co. Ltd.

Award dated: 30-09.2013

Repudiation of Medclaim (under Group Medclaim family floater policy)

The Group floater policy was issued to unconventional Group Viz. PHPL. Wherein insurance certificate was issued to person covering the insurance details and sum insured. The premium details were not mentioned in the certificate.

The insured hospitalized for the treatment of Coronary Angiography. A claim lodged for Rs. 12500/- with the insurer's TPA. The complaint lodged with this office for delay in settlement of the claim. Respondent stated that TPA has written letter dated 12.4.12 and 02.05.12 for submission of Original Discharge card with complete details items wise break of bill amount of Rs.4000/- and reason for no intimation of the claim to their TPA.

In the result complainant fails to succeed.

KOCHI

OFFICE OF THE INSURANCE OMBUDSMAN, KOCHI

Complaint No. IO/ KCH/GI/11-005-833/2011-12

G Ramanarayanan

Vs.

Oriental Insurance Co Ltd

Award No.GI/2/2013-14 dt. 3.4.2013

The complainant is a beneficiary under the Happy Family Floater policy taken by his employer. He preferred a claim for reimbursement of hospital expenses. It was repudiated. Hence this complaint.

The respondent-insurer entered appearance and filed a self-contained note. As per exclusion clause 4.1 of the policy conditions, as the ailment suffered by the complainant was a pre-existing one, the claim was repudiated.

The point: As per available medical evidence, the complainant was treated for lumbar Spondylosis. In the mediclaim medical report issued by the attending doctor, it is stated that the complainant was suffering from Lumbar Spondylosis for the last ten years. According to the respondent-insurer, the age of the ailment is ten years and therefore, he had contracted the ailment prior to 3.1.10., i.e., the date of inception of the first policy with the respondent-insurer. As per policy conditions, for the purpose of applying clause 4.1, the ailment must be a pre-existing one. Clause 3.10 defines the term as a 'pre-injury or related condition for which the insured person had signs or symptoms and / or were diagnosed and /or received medical advice/ treatment, within 48 months prior to the inception of the first policy with the respondent insurer. Even according to the respondent-insurer, the complainant had been suffering from Lumbar Spondylosis for the last ten years. So, he had contracted that ailment beyond 48 months prior to the first inception of the policy with the respondent-insurer. In such circumstances, the

respondent-insurer cannot repudiate the claim by invoking clause 4.1 of the policy conditions.

Decision: The complainant is entitled to get reimbursement of Rs. 9430/-. An award is passed directing the insurer to pay to the complainant an amount of Rs. 9430/- within the period prescribed failing which the amount shall carry interest @ 9% pa from the date of filing of complaint till payment is effected. No cost.

OFFICE OF THE INSURANCE OMBUDSMAN, KOCHI

Complaint No. IO/ KCH/GI/11-004-826/2011-12

Deepu Thomas Joseph

Vs.

United India Insurance Co Ltd

Award No.GI/ 5/2013-14 dt. 5.4.2013

The complainant's father was covered by a Group Insurance policy taken by his employer. He was hospitalized and administered a hormone injection. That treatment was in continuation of an earlier hospitalization, the claim for which was settled by the insurer. The present claim preferred was rejected. Hence, this plea.

Respondent-insurer entered appearance and preferred a self contained note. The claim was repudiated as the treatment could have been managed on an OPD basis. Admissibility of an earlier claim cannot be taken as a ground for admitting subsequent claim.

The Point: The discharge summary would reveal that the complainant's father was suffering from multiple ailments. So, quite naturally, when hormonal injection was being administered, he was to be under surveillance of medical people. The age of the patient, other ailments suffered by him and the side effects of the injection might have weighed with the attending/treating doctors for advising hospitalization. The wisdom of the treating doctor in

admitting the patient for providing treatment cannot be questioned without any basis.

Decision. An award is passed directing the insurer to pay to the complainant the amount of Rs. 37645/-, which the complainant is entitled to, within the period prescribed failing which, the amount shall carry interest @ 9% pa from the date of filing of complaint till payment is effected. No cost.

OFFICE OF THE INSURANCE OMBUDSMAN, KOCHI

Complaint No. IO/ KCH/GI/11-005-884/2011-12

George Thomas

Vs.

United India Insurance Co Ltd.

Award No.GI 17/2013-14 dt. 18.4.2013

The complainant is a beneficiary under the Group Mediclaim policy taken by his employer for the benefit of the employees. The wife of the complainant was hospitalized for treatment for two spells and the claims were forwarded to the insurer. There was a delay of eight days caused in sending the relevant documents. The claim was not settled.

Respondent-insurer entered appearance and filed a self-contained note. As per their contention, as there was a delay of more than one month in submitting the claim. Clause 5.3 of the policy conditions fixes time limit for intimating hospitalization and making claim; they had not paid the claim as per policy conditions and terms.

The Point: The respondent-insurer is not disputing the hospitalization and the expenses met by the complainant for

treatment. The policy provides time limit to weed out frivolous and vexatious claims. In a case where the claim is genuine and the insured is entitled to get reimbursement had the claim been filed in time, it is not just and proper on the part of the respondent-insurer to cling on to hyper-technicalities and close the claim on the ground of delay. Because of the delay caused in the present claims, no prejudice has been occasioned to the insurer.

Decision: An award is passed directing the respondent-insurer to pay to the complainant an amount of Rs. 19294/-(being the liability fixed on the insurer) within the prescribed period failing which the amount shall carry interest at 9% pa from the date of filing of complaint till payment is effected. No cost.

OFFICE OF THE INSURANCE OMBUDSMAN, KOCHI

Complaint No. IO/ KCH/GI/11-005-884/2011-12

Sri C E Dasan

Vs.

Oriental Insurance Co Ltd.

Award No.GI /20/2013-14 dt. 19.04.2013

The complainant is covered under a Group Mediclaim Policy taken by his employer with the above insurer. He suffered an injury sustained in an accident on 19.5.2011. When a claim was filed, it was repudiated. He followed up the matter with the Regional office of the Insurer but there was no effect. Hence, this complaint.

The respondent-insurer entered appearance and filed a Self Contained Note. It was submitted that as per the policy conditions, Table III cover will exclude any injury which is not visible externally or even through medical tests, like sprain and similar injuries and

the claim preferred was for the injury sustained to the right foot of the complainant which was a sprain to the right ankle.

Point: As per medical evidence, the diagnosis was 'right foot sprain'. The treatment was conservative in nature. As per policy conditions, it stated that Table III cover will exclude any injury which is not visible even through medical tests like sprain and similar injuries. Thus, repudiation of claim by respondent-insurer cannot be faulted.

Decision: The complaint is dismissed. No cost.

FFICE OF THE INSURANCE OMBUDSMAN, KOCHI

Complaint No. IO/ KCH/GI/11-005-884/2011-12

George Thomas

Vs.

United India Insurance Co Ltd.

Award No.GI 17/2013-14 dt. 18.4.2013

The complainant is a beneficiary under the Group Mediclaim policy taken by his employer for the benefit of the employees. The wife of the complainant was hospitalized for treatment for two spells and the claims were forwarded to the insurer. There was a delay of eight days caused in sending the relevant documents. The claim was not settled.

Respondent-insurer entered appearance and filed a self-contained note. As per their contention, as there was a delay of more than one month in submitting the claim. Clause 5.3 of the policy conditions fixes time limit for intimating hospitalization and making claim; they had not paid the claim as per policy conditions and terms.

The Point: The respondent-insurer is not disputing the hospitalization and the expenses met by the complainant for treatment. The policy provides time limit to weed out frivolous and

vexatious claims. In a case where the claim is genuine and the insured is entitled to get reimbursement had the claim been filed in time, it is not just and proper on the part of the respondent-insurer to cling on to hyper-technicalities and close the claim on the ground of delay. Because of the delay caused in the present claims, no prejudice has been occasioned to the insurer.

Decision: An award is passed directing the respondent-insurer to pay to the complainant an amount of Rs. 19294/- (being the liability fixed on the insurer) within the prescribed period failing which the amount shall carry interest at 9% pa from the date of filing of complaint till payment is effected. No cost.

OFFICE OF THE INSURANCE OMBUDSMAN, KOCHI

Complaint No. IO/KCH/GI/11-002-916/2011-12

Biju Joseph

Vs

New India Assurance Co. Ltd

AWARD No. IO/KCH/GI/31/2013-14 dated
16.05.2013

The complainant is covered under Group Mediclaim policy taken by LIC from the Respondent-Insurer, covering its employees. He was diagnosed with Cervical Spondylosis and was admitted at Sahyadri Ayurveda Hospital, Peermedu. The claim for the same was partially settled by the insurer. Therefore, the complaint.

The complainant submitted that the balance claim was denied under Clause 4.15 of the policy conditions. This is illegal and against the policy conditions.

The insurer submitted that as per Exclusion Clause 4.15 of the policy conditions, Massage, Panchakarma and similar ayurvedic treatments are excluded from payment. So, these payments were

denied to the complainant. Also no prescription was produced for the MRI Scan. So, nothing more is payable.

Decision:- The Discharge summary shows the diagnosis as Cervical Spondylosis and the details of treatment given are also given. There is no contention from the insurer that the treatment provided to the complainant during hospitalization was not for the ailment diagnosed. Discharge summary would reveal that the complainant was provided none of the excluded modes of treatment as per Clause 4.15, while he was hospitalized. Also the insurer is not in a position to explain as to how the courses of treatment undergone by the complainant attract exclusion Clause 4.15 of the policy conditions. So, in the circumstances, partial denial of the claim can not be sustained. Pre-hospitalisation expenses can be part of the claim under Clause 1 of the policy conditions. So, the expenses for MRI Scan is payable. In the result, an award is passed directing the insurer to pay a further amount of Rs.37730 /- with interest @9% from the date of filing of the complaint till the date of award within the prescribed period failing which the amount shall carry further interest at 9% per annum from the date of award till the payment is effected. No cost.

OFFICE OF THE INSURANCE OMBUDSMAN, KOCHI

Complaint No. IO/KCH/GI/11-005-1011/2011-12

Mary

Vs

Oriental Insurance Co. Ltd

**AWARD No. IO/KCH/GI/64/2013-14dated
03.07.2013**

The husband of the complainant was a member of the Group Ins. Scheme taken by Fisheries Welfare Fund Board from the Respondent-Insurer. He while loading ice into the fishing boat on 03.05.2008 suffered chest pain and died due to heart attack.. A crime was registered with the police and Post mortem was done. The death claim was repudiated by the insurer. Therefore, the complaint.

The complainant submitted that her husband died due to heart attack during fishing operation. Loading of ice in the fishing boat is an essential part of the fishing operation. Post Mortem report reveals that the death was due to Heart Attack and the same is covered under the policy. The repudiation of the claim is illegal.

The insurer submitted that for covering death due to Heart Attack, it must be while engaged in fishing at sea or immediately thereafter. Here the Heart Attack suffered was not while fishing at sea or immediately thereafter, but during loading of ice in the boat at Neendakara Harbour. The repudiation is legal and as per policy conditions.

Decision:- As per Circular No. FI-3697/07, Sl.No.4, coverage is for "Death due to Heart Attack while fishing at sea or immediately thereafter. FIR reveals that the deceased died due to heart attack while loading ice in to the boat at Neendakara Harbour. PMR confirms that the death was due to Heart Attack. The case of the complainant is that the death was due to Heart Attack immediately after fishing while loading ice into the boat to preserve the catch. The 2nd part of the coverage under Sl.No. 4, would reveal that the death need not necessarily occur while fishing at sea. The insured died while loading ice immediately after fishing. There is no contra evidence or contention. So, the death of the insured comes squarely under Sl. No. 4 coverage. In the circumstances, the repudiation of the claim is not sustainable. The complainant is entitled to Rs. 2000/- towards transportation expenses and funeral expenses in addition to the Basic sum insured of Rs. 1 lac. In the result, an award is passed directing the insurer to pay an amount of Rs. 102000/- to the complainant with cost of Rs. 2000/- within the prescribed period failing which the amount shall carry interest at 9% per annum from the date of filing of the complaint till payment is effected.

OFFICE OF THE INSURANCE OMBUDSMAN, KOCHI

Complaint No. IO/KCH/GI/11-004-994/2011-12

N Dileep

Vs

United India Insurance Co. Ltd

AWARD No. IO/KCH/GI/66/2013-14 dated
05.07.2013

The complainant and his family are covered under a Group Mediclaim policy taken by his employer from the Respondent-Insurer. Father of the complainant was admitted at Amala Hospital, Trichur for treatment. The claim for the same was repudiated by the insurer. Therefore, the complaint.

The complainant submitted that during hospitalization investigations were done and was provided active line of treatment on the basis of the diagnosis made. Also the hospitalization was done on the advice of the attending doctor. He is entitled to receive the entire hospital expenses.

The insurer submitted that during hospitalization, there was no active line of treatment and whatever treatment done , could have been done on OPD basis. The claim is hit by exclusion clause and the repudiation is legal and proper.

Decision:- Discharge summary shows that the patient had Fracture of L1 with minimum wedge compression. It was also found that he suffered psoriatic arthritis, hypertension, DM and fistula-in-ano. This shows that he was suffering from multiple ailments. From the nature of the varied illnesses suffered by him, investigations were quite necessary for proper diagnosis. Further, it is to be remembered that the wisdom of the treating doctor who admits a particular patient in hospital for providing proper treatment, can not be questioned without any solid material or data. It is seen that active treatment was provided to the patient during hospitalization and the investigations done were consistent with the diagnosis made during hospitalization. It was not a case which could have been managed on OPD basis. Therefore, the repudiation of the claim is without any

basis and can not be sustained. In the result, an award is passed directing the insurer to pay an amount of Rs. 34413/- to the complainant with cost of Rs. 1000/- within the prescribed period failing which the amount shall carry interest at 9% per annum from the date of filing of the complaint till payment is effected.

OFFICE OF THE INSURANCE OMBUDSMAN, KOCHI

Complaint No. IO/KCH/GI/11-005-1022/2011-12

Satheesh V Menon

Vs

Oriental Insurance Co. Ltd

AWARD No. IO/KCH/GI/69/2013-14 dated
09.07.2013

The complainant and his family are covered under a Group Medclaim policy taken by his employer from the Respondent-Insurer. Wife of the complainant was admitted at Sunrise Hospital, Kochi due to high fever. The claim for the same was repudiated by the insurer. Therefore, the complaint.

The complainant submitted that hospitalization was done on the advice of the attending doctor and investigations were done for proper diagnosis and was provided active treatment. He is entitled to receive the entire hospital expenses.

The insurer submitted that during hospitalization, there was no active line of treatment and whatever treatment done , could have been done on OPD basis. The claim is hit by Clause 4.10 of the policy conditions and the repudiation is legal and proper.

Decision:- Discharge summary shows the diagnosis as Lower Respiratory Tract Infection. The details of investigations done and the medicines provided are also stated in the Discharge Summary. This would reveal that the hospitalization was not for investigations only. Investigations were done for proper diagnosis of the ailment. It is also stated that she was allergic to Formic injection. This also

warrants the necessity for hospitalization. She was provided adequate treatment for the ailment diagnosed. The treatment which is adequate for the ailment diagnosed is active treatment, as far as that ailment is concerned. Also 'Active line of treatment' is not specifically defined in the policy conditions. From the available medical evidence, it is seen that exclusion Clause 4.10 is not at all attracted in the case of the complainant. Therefore, the repudiation of the claim is not sustainable. In the result, an award is passed directing the insurer to pay an amount of Rs. 17163/- with 9% interest from the date of filing of the complaint till the date of award to the complainant within the prescribed period failing which the amount shall carry further interest at 9% per annum from the date of award till payment is effected. No cost.

OFFICE OF THE INSURANCE OMBUDSMAN, KOCHI

Complaint No. IO/KCH/GI/11-002-978/2011-12

Saju A Valooran

Vs

New India Insurance Co. Ltd

AWARD No. IO/KCH/GI/89/2013-14 dated
20.08.2013

The complainant and his family members are covered under Group policy taken by Welfare Services Ekm, from the Respondent-Insurer. He suffered injuries to his left leg in a road traffic accident. There were two hospitalizations and the 1st claim was repudiated by the insurer and the 2nd one was partially settled. Therefore, the complaint.

The complainant submitted that the repudiation of the 1st claim and the partial settlement of the 2nd claim are against policy conditions. He is entitled to receive the entire hospital expenses.

The insurer submitted that during 1st hospitalization, only investigations were made and there was no active line of treatment. Hence the claim was rightly repudiated. In the 2nd hospitalization,

the complainant underwent Arthroscopy and as per the revised terms and conditions, package rate for the same is only Rs. 12000/-. This was paid to the complainant. Nothing more is payable now.

Decision:- Discharge Summary for the 1st hospitalization shows the diagnosis as RCL rupture, Grade III complete tear posterior horn of medial meniscus, depressed osteochondral fracture of lateral femoral condyle. In the nature of the injuries suffered by the complainant, investigations were quite necessary and for proper diagnosis taking X-ray and MRI was necessary. If only there is proper diagnosis, there can be proper treatment to the injured. Here, investigations done are consistent with the diagnosis made and during hospitalization, he was provided proper treatment. Therefore, the rejection of the 1st claim under Clause 10.11 of the MOU is not sustainable. As per the MOU entered on 10.08.2011, cost of MRI scan shall not exceed Rs. 3000/-. Here the bill for MRI scan is Rs. 6200/- which is in excess of Rs. 3200/- of the maxi. Limit. So, the complainant is entitled to get Rs. 4476/- under the 1st claim.

During 2nd hospitalization, the complainant underwent "Arthroscopy". The revised package rate for the same as per the revised MOU on 10.08.2011 is Rs. 12000/- only. So, the complainant is entitled to only Rs. 12000/- in relation to the 2nd claim submitted by him and the insurer had already settled this amount. So, the 2nd claim settlement by the insurer is justified.

In the result an award is passed directing the insurer to pay to the complainant a further amount of Rs.4476/- with 9% interest from the date of the complaint till the date of award within the prescribed period failing which, the amount shall carry further interest @9% per annum from the date of award till payment is effected. No cost.
