

GUWAHATI

GUWAHATI OMBUDSMAN CENTRE

Complaint No. 11-G1-074/12-13

Mr. Biswajit Chakraborty

- Vs -

The New India Assurance Co. Ltd.

Date of Order : 07.11.2013

Complainant: The Complainant stated that his Employer M/s Kernex Microsystems (India) Ltd. procured a Tailor Made Floater Group Mediclaim Policy bearing Policy No. 61170034110400000005 from the New India Assurance Co. Ltd. covering the period from 20.07.2011 to 19.07.2012 for its all employees. He himself and his wife Mrs. Pinki Chakravarty were covered under the above policy. While the policy was in force, his wife Mrs. Pinki Chakravarty was admitted in Dr. Kalicharan Das Nursing Home & Polyclinic, Guwahati on 27.03.2012 for maternity and was discharge on 31.03.2012. Thereafter, he lodged a claim for Rs. 38,000/- before the Insurer along with all supporting documents. But, the Insurer has repudiated the claim without any justified ground. Feeling aggrieved, he has lodged this complaint.

Insurer : The Insurer has stated in their "Self Contained Note" that the Policy No. 61170034110400000005 was issued for the period from 20.07.2011 to 19.07.2012 in the name of M/s Kernex Micro Systems (India) Ltd. a firm in Hyderabad. It is a group mediclaim policy for their staff members of 192 Nos. Mr. Biswajit Chakravathy is one of the employees among them (192). The said policy was issued to the above client without maternity coverage. His wife Smt. Pinky Chakravathy undergone caesarian operation on 27.03.2012 and gave birth to a live female baby. The Complainant filed mediclaim for the above incident for an amount of Rs.38,517/- with MD India TPA Services, Hyderabad. The TPA rejected the claim under the clause 4.4.13 as per mediclaim clause 2007. The above policy does not cover maternity benefit hence the claim is not payable.

Decision : I have carefully gone through the entire documents available on record including the statements of the parties. It appears from the copy of the Discharge Certificate that Mrs. Pinky Chakraborty was hospitalized in Dr. Kalicharan Das Nursing Home, Guwahati on 27.03.2012 and was discharged

on 31.03.2012. During the hospitalization, she had undergone caesarian operation on 27.03.2012 and gave birth to a live female baby which has been disclosed from the Baby's Discharge Summary. The Insurer has produced a copy of Tailor Made Floater Group Mediclaim Policy before this Authority which discloses that the Maternity Benefit was not covered under the above policy. Since there was no coverage of maternity benefit under the above policy, no question of reimbursing the expenses incurred in connection of hospitalization and treatment of Mrs. Pinky Chakraborty by the Insurer.

Under the above factual back ground and the legal position, I have no hesitation to hold that the decision of the Insurer in repudiating the claim of the Complainant was just and reasonable. In the result, this complaint is treated as closed.

KOCHI *

OFFICE OF THE INSURANCE OMBUDSMAN, KOCHI

Complaint No. IO/KCH/GI/11-002-134/2012-13

M A Sivan

Vs

New India Assurance Co. Ltd

AWARD No. IO/KCH/GI/110/2013-14 dated 18.10.2013

The complainant is a beneficiary under Group Mediclaim policy (SASS) taken by Welfare Services Ernakulam, for the period from 07.01.2011 to 06.01.2012. The complainant was admitted at Vijayakumara Menon Hospital, Tripunitura with high fever and vomiting. He was treated there till 17.06.2011. The insurer repudiated the claim. Therefore, the complaint.

The complainant submitted that he had undergone In-patient treatment at Vijaya Kumara Menon Hospital for gastritis. He had no control over the medicines administered on him. Dr.Bharathan, who attended on the complainant, had

certified that the complainant is not an alcoholic. The repudiation of the claim is without any basis and against the policy conditions.

The insurer submitted that though the medical records would reveal that the complainant was treated for gastritis, it is evident that he had been provided Librium tablet which is normally administered in connection with seizure. Explanation received from the hospital in this regard was not satisfactory. Therefore, the claim was validly repudiated.

Decision:- Discharge Summary reveals that the complainant was admitted for the treatment of acute gastritis. Among several medicines administered during hospitalization, it is seen that Librium tablet was also advised. Dr.Bharathan, who attended on the complainant, issued a Medical Certificate in the prescribed form wherein the details of hospitalization and the diagnosis done are mentioned. It is specifically noted that the complainant had no history of epilepsy and he was not alcoholic. In yet another clarification by Dr.Bharathan on 15.08.2011, it is noted that Librium tablet can be used in any seizure disorder at any age and any cause. It is also noted that Alcoliv is a drug of choice in steato hepatitis and a variety of non-alcoholic hepatitis. The patient who underwent treatment is not expected to give explanation for the medicines provided to him during hospitalization. Rightly or wrongly, the attending Doctor administered Librium tablet. Librium tablet is administered not for seizure disorder only. It is also used in association with sleeplessness or behavioural disorder. The Doctor who attended on the complainant had first-hand knowledge and information regarding the symptoms exhibited by the patient. So, the wisdom of the doctor who administered Librium tablet during hospitalization cannot be challenged by the Respondent-Insurer. So, the repudiation of the claim is not sustainable. In the result, an award is passed directing the Insurer to pay to the complainant an amount of Rs.14,809/- within the prescribed period, failing which, the amount shall carry interest at 9% per annum from the date of filing of the complaint (18.05.2012) till payment is effected. No cost.
