

# *Overseas Mediclaim Policy*

**Hyderabad Ombudsman Centre**

**Case No. : G 11.0012.0269**

**Sri T.E. Venugopalan**

**Vs**

**ICICI Lombard Gen. Ins.**

**Award Dated : 16.04.2007**

The complainant was insured under Overseas Leisure Travel Insurance Policy for the period 26.01.2005 to 24.07.2005. He was admitted to hospital on 20.04.2005 with complainants of chest pain. He lodged a claim for reimbursement of US \$ 14,554 which was rejected on the ground that the insured had past history of CAD and the disease was pre-existing.

The complainant contended that admission was done after intimation to the insurer's call centre and under their advice. He was admitted to the emergency ward of the Hospital.

The insurers contended that at the time of admission to the hospital there was no life-threatening emergency. Further, as per policy, they were liable for life saving unforeseen emergency measures solely designed to relieve acute pain, for diseases/accident arising out of a pre-existing condition.

## **Decision :**

The insurers were directed to submit a copy of the proposal form, which they failed to do. The complainant stated that he had undergone angioplasty in 2003 which fact was disclosed to the insurer at the time of taking policy. Admission to hospital was done in concurrence with the insurer's advice. Whether the problem was life threatening or not is a matter of interpretation. I definitely concur with the complainant that he would not be willing to take the risk and postpone consultation especially when he has a history of heart ailment. The insurer did not furnish any expert opinion in support of their contention. The complainant is given the benefit of doubt and insurers are directed to pay the claim in full.

**Kochi Ombudsman Centre**

**Case No.IO/KCH/GI/11-004-314/2006-07**

**Smt. Kamala S.**

**Vs.**

**United India Insurance Co.Ltd.**

**Award Dated : 11.06.2007**

The complaint under Rule 12(1)(b) read with Rule 13 of the RPG Rules 1998 arose out of repudiation of overseas mediclaim insurance policy held by the complainant with United India Insurance Co. While she was in U.K. she felt sick on 23<sup>rd</sup> October 2005 with severe shivering and restlessness and she was in a semi unconscious stage. She was immediately taken to hospital in an Ambulance and got admitted in the hospital. Her claim for reimbursement of expenses was repudiated by the insurer on the ground that the disease for which treatment was taken and admitted in hospital was anxiety related which is a specific exclusion as per policy conditions. It was argued on behalf

of the insured that only after admission in the hospital and undergoing various tests and investigations the cause of illness was diagnosed as anxiety related and also admission was done only on the advice of attending doctor. The hospital report clearly states that the illness for which she was admitted was anxiety related and the policy conditions is very clear and unambiguous about its exclusion clause. The complaint is therefore dismissed without any relief to the complainant.

**Kochi Ombudsman Centre**  
**Case No.IO/KCH/GI/11-003-383/2006-07**  
**Sri.V.K.Abdul Rahim**  
**Vs.**  
**National Insurance Co.Ltd.**

**Award Dated : 23.07.2007**

The complaint under Rule 12(1)(b) read with Rule 13 of the RPG Rules 1998 is against repudiation of claim under Overseas medi claim insurance policy, which was issued to carry effect from 8.4.06. The petitioner undertook a journey on 2.4.06 and during the spell of journey he fell ill, and was admitted at Good Samaritan hospital, Sanjose. The claim was repudiated as the treatment was taken before the commencement of policy. It was submitted on behalf of the petitioner that he initially proposed to commence journey on 8.4.06 and that is why he has proposed for a policy w.e.f. 8.4.06. Due to non-availability of confirmed Air ticket he was compelled to pre-pone his journey to 3<sup>rd</sup> April 2006 which he could not inform the insurer. It is also written in the policy that "cover commences from the time of boarding the air craft or other mode of transportation from India", which means that he is eligible for insurance cover w.e.f. 3.4.06 on which date he has started journey. However it was submitted on behalf of insurer that this condition only means that no repayment is allowed in case of treatment under taken while in India and risk commences only from the date of commencement of policy. As the petitioner has incurred expenses before effecting the policy insurance company has sufficient ground to repudiate the claim and the complaint is therefore dismissed.

**Lucknow Ombudsman Centre**  
**Award No. LKO/05/48/06/07-08**  
**Ms. Rohini Bhushan**  
**Vs.**  
**Bajaj Allianz G.I.C. Ltd.**

**Award dated 05.09.2007**

**Brief Facts :**

Ms. Rohini Bhushan bought overseas medical cover from Bajaj Allianz GIC Ltd. for the period 22.06.06 to 05.07.06 vide policy no. OG-07-1101-9910-00012617. The complainant was hospitalized in Paris on complaint of UTI and further complication of myocardial infraction. She preferred a claim for Rs.14.00 lacs which was repudiated by the insurer under clause 2.5.9 since the complainant made a false declaration in the proposal form.

**Issue :**

The point for consideration is whether there is suppression of facts by false declaration made by the complainant in the proposal form and if so is the respondent company justify in denying liability under the policy.

**Findings :**

On scrutiny of proposal form it is observed that the complainant insured has replied in negative to the columns relating to specific questions "are you suffering from any illness or disease etc" "are currently or in past have been on medications". The respondent company has relied upon the document signed by the attending doctor regarding her past history of illness stating "suffering from hypertension, insulin dependent, diabetic Mania depression disorder, spondylitis, thyroids and also confirm that her suffering from diabetes has further contributed to her present illness of UTI and myocardial infarction". This document is also counter signed by the complainant herself, which proves that she had made false declaration of her state of health in proposal form.

However, during the course of personal hearing the complainant contended:

1. She had signed a blank proposal form and details were filled up by Agent
2. There is no nexus between diabetes etc. and her present illness of UTI and myocardial infarction
3. Insurance Company should have done her pre-acceptance medical examination before accepting the proposal

The above contentions did not find favour with the complainant as :

- | Being a highly literate person, such an argument does not hold water as having signed under declaration the signatory cannot escape its consequences
- | Not having declared her suffering from BP or sugar in the proposal form, she has no grounds to argue about the nexus between the preexisting conditions of her health vis-à-vis the claimed disease.
- | This argument has no force as all contracts of insurance are based on principle of utmost good faith i.e. are based on the facts declared by the proposer. Had she declared her pre-existing illnesses, the company may have got her medically examined to elicit more information about her health.

**Held :**

Proved beyond doubt that there was suppression of material information about her health and such non disclosure was material to the acceptance of the proposal for overseas mediclaim policy. Hence the repudiation by respondent company is justified.