

Overseas Mediclaim Policy

Ahmedabad Ombudsman Centre

Case No. 15-002-0290

Mr. N H Baviskar

Vs

New India Assurance Co. Ltd.

Award Dated : 20-3-2008

Refund of premium under Overseas Mediclaim Policy. The Insured while in USA paid the necessary premium and applied for extension of the Overseas Mediclaim policy. The Insured claimed that since he had not received the endorsement by post, he was not aware whether the risk coverage had been extended and due to this he could not apply for claim on his being hospitalised in US. The Respondent informed that the necessary endorsement to this effect was handed over to the Agent who dispatched the same to the Insured's US Address. The Respondent was willing to process his claim file. But the Insured adamantly claimed nothing short of refund of premium for the extension. However since the proposal for extension of coverage having been accepted by issuance of a formal premium receipt and the Insurance Contract too having come to an end, the decision of the Respondent not to refund the consideration amount is in order.

Chennai Ombudsman Centre

Case No. : IO(CHN)/11.02.1419/2007-08

Mrs Ellappan Usharani

Vs

New India Assurance Co. Ltd.

Award Dated : 31.03.2008

Mrs Usharani Ellappan, the complainant had taken an Overseas Mediclaim Policy from New India Assurance Co. Ltd, Salem for her travel to the UK for a period of 120 days. She had chest pain on 17.04.2007 and had taken treatment at the Norfolk and Norwich University Hospital, UK. She had lodged a claim with M/s Heritage Health Services Pvt. Ltd, the TPA on her return to India for 362.00 Pounds But her claim has not been settled. The insurer held that the complainant had not submitted the documents called for by them to consider her claim. In the absence of the relevant documents, it was not possible to process and settle the claim.

On the basis of the deposition at the hearing and scrutiny of the documents it was established that for the hospitalization for a day on 17-04-2007, intimation was given to TPA only on 10-05-2007 and although TPA had immediately asked the insured to submit all the documents including the doctors' notes and test reports, the insured did not comply. Only on 14.06.2007 after return to India, claim form and other documents were submitted to the Indian TPA who also asked for the doctors notes and test reports. Repeated attempts by the insurer direct to the hospital authorities even after the hearing to obtain the doctors notes and test reports did not yield any results. The insurance company does require all test reports and doctors notes to decide the admissibility and quantum of the claim to be paid. The insured cannot shirk the responsibility of providing the documents called for. No documents were produced by the insured to establish that they had tried to obtain the records from the hospital nor could they establish that the records were not given to them when they got discharged.

from the hospital. The insurer has stated that they would process the claim after the receipt of the records.

In the circumstances, the decision of the insurer does not merit any interference at the hands of the Insurance Ombudsman.

The Complaint is dismissed.

Delhi Ombudsman Centre

Case No. GI/380/NIC/07

Smt. Uma Agarwal

Vs

National Insurance Company Limited

Award Dated : 03.01.2008

The complaint was heard on 24.12.2007. The complainant, Smt. Uma Agarwal, was present accompanied by her husband Shri S.P. Agarwal and her daughter Anita Agarwal. The Insurance Company was represented by Smt. Savithri Raghuraman, Branch Manager.

Smt. Uma Agarwal has lodged a complaint with this forum on 09.05.2007 that she had taken an Overseas Mediclaim Policy from the National Insurance Company Limited. She has been insuring with the Company for the last 15 years. She explained the whole issue to the Insurance Company, vide her letter dated 09.05.2007, but the Insurance Company has denied her legitimate claim. She has requested that her genuine claim be paid to her.

The Insurance Company, vide their letter dated 26.07.2007, informed the Forum that they had issued an Overseas Mediclaim policy to Smt. Uma Agarwal. In the proposal form, she had stated that she is in good health. She fell down and as per the doctor's notes, on examination, the doctor found 2 cm hard mobile mass. She was investigated for the same and treated with surgery as the mass was due to carcinoma of the breast. The TPA, Heritage Health Services Private Limited medical panel is of the opinion that the fall did not result in the breast mass or the carcinoma as it was diagnosed later. There is no specific treatment mentioned for any traumatic injury due to fall. The breast cancer is not a suddenly arising disease but it might have been discovered after a fall which is an incidental finding. Since it was not a suddenly arising illness, claim was not considered admissible.

The Insurance Company further, vide their letter dated 24.12.2007, informed the Forum that Smt. Uma Agarwal had approached them for an Overseas Mediclaim policy accompanied with the minimum required medical reports of ECG, Blood Sugar and Urine Sugar and they issued an Overseas Mediclaim policy for a period of 120 days commencing from 10.08.2006 to 07.12.2006 for USA. On 11.08.2006, immediate after a day of commencement, she fell down while walking and hurt herself and developed pain under right arm. Subsequently, she was found to have a lump (2cm hard mobile mass) and was advised surgery for breast cancer. She then underwent mastectomy. Smt. Uma Agarwal fell while walking and hurt herself-this should have abrasions, fracture or tender haematoma but not malignancy. There is no specific treatment mentioned for any traumatic injury due to fall. Breast cancer is not a suddenly arising disease. Moreover, undergoing Mastectomy itself points to the fact that the cancer had taken its roots in the body and this would definitely have taken some time to progress and it might have been discovered after a fall which is purely an incidental finding. Since this is not a suddenly arising illness, claim was not considered admissible and rejected for non-disclosure of material facts.

At the time of hearing, Smt.Uma Agarwal, informed the Forum that she has been regularly taking a mediclaim policy from the National Insurance Company Limited in India and Overseas Mediclaim policy while she has been traveling outside India for the last 19 years. She had got her medical examination done before taking Overseas policy as per the requirement of the Insurance Company. She was not suffering from any ailment and she was not aware that she was suffering from breast cancer and would not have ventured to travel overseas had she knew that she was suffering from this ailment. She has therefore requested the forum that her claim may be paid.

The representative of the Insurance Company informed the Forum that Overseas Mediclaim policy covers for sudden unexpected sickness or accident arising out when the insured goes outside India. Since Smt. Uma Agarwal had fallen and she had developed pain under right arm, and subsequently a lump was discovered and was advised surgery for breast cancer. Since this is not a suddenly arising illness, claim was not considered admissible and they have rightly rejected the claim.

On enquiry by this Forum that Smt. Uma Agarwal had a mediclaim policy from the National Insurance Company Limited, Gurudwara Road, New Delhi covering her against medical insurance which only covers medical treatment in India. The only other way to cover herself while traveling abroad was to take Overseas Mediclaim policy, how the Insurance Company can deny the liability when there is a mediclaim policy taken by her in India which is valid. The representative of the Insurance Company was not able to give satisfactory answer.

After hearing both the parties and on examination of the documents submitted, it is observed that Smt.Uma Agarwal had taken the Overseas Mediclaim policy after various tests were conducted as per the Insurance Company's requirements and only after the test reports and medical certificate were found in order the Overseas policy was issued. Smt. Uma Agarwal is also covered under the National Insurance Company Limited policy in India. However, she was not able to produce the policy for the period but she has submitted before this Forum the policy No.354800/48/06/8500000696 taken from 02.01.2007 to 01.01.2008 for a sum insured of Rs.2,00,000/- and earned a cumulative bonus of Rs.30,000/- which was issued by the National Insurance Company Limited, Gurudwara Road, New Delhi. She has also submitted the renewal notice for this policy. The policy document which she has submitted clearly establishes that Smt. Uma Agarwal has been taking mediclaim policy in India which covers treatment in India. Since she was traveling Overseas, the only way available with her to take Overseas Mediclaim policy. She has produced Overseas Mediclaim policies taken prior to the policy under consideration to establish that she is insurance minded as well as she has been insuring with the National Insurance Company Limited for the last 19 years. When she fell down and showed herself to the doctor, it was discovered that she had a lump and was advised surgery for breast cancer. Since cancer is a disease which requires immediate treatment, she had undergone surgery in USA. The Insurance Company has repudiated the claim for non-disclosure of material fact. I do not agree with the repudiation of the claim by the Insurance Company since Smt. Uma Agarwal has taken mediclaim policy in India which is earning cumulative bonus which establishes that she has been holding this policy for at least 4 years as she is earning cumulative bonus. Since this policy covers medical treatment only in India, she had no other alternate but to buy an Overseas Mediclaim Policy when she was traveling abroad. She was medically examined and there being no adverse reports at the time of submission of the proposal, the cover was granted. Since she has two mediclaim

policies in force, the Insurance Company is liable to pay her the expenses incurred while she was hospitalized in USA.

Keeping in view the above facts, I pass the Award that Smt. Uma Agarwal be paid for her hospitalization expenses carried in USA by the National Insurance Company Limited under her Overseas Medical Policy.

The Award shall be implemented within 30 days of receipt of the same. The compliance of the Award shall be intimated to my office for information and record.

Copies of the Award to both the parties.

Hyderabad Ombudsman Centre

Case No.G-11-011-0393

Sri Balakrishna B. Mehta

Vs

Bajaj Allianz General Insurance Co. Ltd.

Award Dated : 25.2.2008

Brief facts : Sri Mehta obtained a Travel Elite Gold policy for his trip to USA from 2.1.07 to 30.6.07. The policy covers, among others, medical expenses up to US \$2,00,000. The insured was admitted into a hospital in Virginia, USA on 3.4.07 with complaints of intermittent substernal chest pressure. There he was diagnosed to be having hyperglycaemia and hypomagnesaemia, treated and discharged on 4.4.07. The insured claimed an amount of US\$ 13,000 but the claim was not admitted by the insurer stating that the treatment taken was attributable to a pre-existing condition. The present complaint is on account of rejection of the claim.

Decision : The insured contended that he was hospitalised for an unexpected and sporadic occurrence of symptoms of hyperglycaemia. He stated that rejection of the claim is not justified. The insurers stated that the insured's past medical history was recorded in the US hospital, as per which the insured was having a history of HTN, chronic pedal oedema and gout. These pre-existing conditions were not disclosed in the proposal given to them and hence they rejected the claim.

During hearing both sides reiterated their contentions. The policy was issued without any medical tests and as per the insurer's rules, no medical examination is required at the policy issue stage if the age of the insured is below 70 years. The complainant contended that as per IRDA guidelines, the insurer should have got him medically examined before issue of the policy as he was above 60 years at the time of issue of the policy. However, the insured could not produce any IRDA circular to support his claim. After examining the papers, it was evident that part of the expenses incurred by the insured were not relating to pre existing condition. The insurer was directed to reimburse 25% of the amount paid by the insured to the hospital on ex-gratia basis.

Kochi Ombudsman Centre

Case No. : IO/KCH/GI/11-011-230/2007-08

Smt.Presannakumari

Vs

Bajaj Allianz General Insurance Co. Ltd.

Award Dated : 18.12.2007

The complaint falls under Rule 12(1)(b) read with Rule 13 of the RPG Rules 1998. While the assured Sri.Radhakrishnan Nair Sankaran Nair was undertaking a journey along with his wife to Chicago he took a travel assistance policy covering the period

21.6.06 to 17.12.06. While on flight he felt cardiac disturbances, he was taken to Resurrection Medical Centre, Chicago and while taking angiogram he breathed his last. The claim for insurance amount was repudiated on the ground that while taking the policy it was concealed that he was a known diabetic. As policy was obtained by suppressing material facts the contract has become null and void and nothing is payable under the policy.

It was submitted by the complainant that the deceased life assured was not a diabetic at the time of taking policy and he has never undergone any treatment for diabetes. The elevated sugar as shown in the medical report may be due to sudden cardiac shock. The insurer repudiated the claim on the basis of medical reports produced by the complainant. In the hospital report obtained from Chicago where the deceased was breathed last, in the past history column it was stated that the patient was a diabetic and was using oral diet. The certificate issued from Chicago Fire Dept. also certified that deceased life assured was a known diabetic. In this report it is clearly mentioned that the patient was a known diabetic with elevated sugar 305 and he was having type 2 non-insulin diabetes. As the deceased was accompanied only by his wife, these information might have been given either by the patient himself or his wife. The policy was obtained without disclosing the fact that he was a diabetic patient and he knew at the time of taking the policy that he was diabetic. As suppression of material fact is evident, the repudiation is to be upheld and the complaint is therefore dismissed.

Mumbai Ombudsman Centre
Case No. : GI-157 of 2007-2008
Shri Yatindra Kumar Agarwala

Vs

The Oriental Insurance Company Limited

Award Dated : 10.12.2007

Shri Yatindra Kumar Agarwala purchased an Overseas Mediclaim Policy for a period of 28 days from the Oriental Insurance Company. During his trip to Singapore, on 28.12.06, Shri Agarwala was hospitalized at Mount Elizabeth Hospital for "Acute Myocardial Infarction" and angioplasty and angiography were done. When a claim was preferred by Shri Agarwala for the expenses incurred by him for the said hospitalization, the Third Party Administrator of the Company repudiated the claim stating that they could not admit the claim for the reasons of non-disclosure of material facts and for the complications of the problems related to the non-disclosed past medical history. On representation to this Forum, the parties to the dispute were called for hearing on 13th November, 2007. Dr. Dadia, on due authorization from the complainant, Shri Yatindra Kumar Agarwala, submitted that in the first place, there was no proposal form which was asked to be filled before issuance of the Overseas Mediclaim policy nor any medical certificate was asked by the insurance company. Hence, the question of non-disclosure does not arise. He further stated Shri was suffering from mild and controlled hypertension and diabetes mellitus. Hence, these should not be attributed as the cause of Inferior Wall Myocardial Infarction (IWMI), the disease from which Shri Agarwala suffered.

In the proposal-cum-policy, under the head details of the past illness, nothing has been disclosed and the relevant column is kept blank. Surprisingly, the Travel Agent/ Insurer had accepted the proposal and issued the policy though there was no signature of the proposer in the specified column. This shows the casual approach of the Insurer and the Travel Agent in issuing the policy.

Now the question would arise whether a contract can come into force in the absence of valid proposal duly signed by the proposer and whether such policy is enforceable in law. The policy was issued by the Agent of the Insurer, there is signature of the Insurer, neither the Insurer nor the Agent who issued the policy attended the hearing and the complainant was represented by an authorised person. In this nature of complaints, in order to resolve the issue, it would be necessary to take the statement of all the parties involved. Since this Forum has neither powers to examine or cross-examine the witnesses nor is equipped adequately for such procedure, this complaint cannot be resolved by this Forum. In view of the above analysis, the complaint was treated as.

Mumbai Ombudsman Centre
Case No. : GI-32 of 2007-2008
Shri Thoppil Manghat Sukumaran
Vs

The Oriental Insurance Company Limited

Award Dated : 03.10.2007

Shri Thoppil Manghat Sukumaran who was on his visit to USA had taken an Overseas Medclaim Policy 20B-23/124200/REG/524200 covering travel world wide including USA and Canada for the period from 28.07.2005 to 23.04.2006 from The Oriental Insurance Company Limited, Mumbai. While Shri Thoppil Manghat Sukumaran was in USA he consulted Dr. Hanan Lobel, MD, for constipation, low back pain, wheezing in the lung and spastic bronchitis. He was prescribed Celebrex 200 mg. one daily and albuterol inhaler p.r.n. When Shri Thoppil Manghat Sukumaran preferred a claim to the Company for USD 2274.22, the Company approved an amount of USD 466.40 only and a cheque for an amount of Rs.18,653/- was sent. as full and final settlement of his claim. Not receiving his full claim amount Shri Thoppil Manghat Sukumaran approached this Forum.

The dispute of the insured is about the balance amount of USD 1707.82 that has not been settled by the insurer. On the basis of the papers submitted to this Forum, it is observed that the insured was first seen by Doctor Hanan Lobel, MD, on 07.02.2006 for tendency towards constipation, low back pain and already on treatment with celbrex 200 mg daily. The doctor also mentions that the patient has some wheezing in the lungs and sometimes spastic bronchitis. The doctor prescribed celebrex 200 mg, daily for arthritic changes, albuterol inhaler and advised to follow up for blood tests as per his convenience. As per the pharmacy receipt submitted for purchases made on 08.02.2006 and 09.02.2006 the insured had purchased Nebulizer machine and some other medications. He has not submitted any prescriptions for the purchase of Nebulizer machine and few of the medications purchased. The Insurer had requested him to submit prescriptions for these purchases which he has failed to submit. In fact, in all his representations to the Insurer, the insured has requested them to obtain the same from the Doctor. The TPA has also made attempts to obtain additional information /prescriptions, if any, from the concerned Doctor, but they have not received any response and the Doctor has not cooperated in the matter.. Without any valid proof, the insurer had no option, but to make payment only for the medicines for which there is prescription from the Doctor submitted by the Insured.

Under the circumstances there is no valid reason to interfere with the decision of the Insurer. In view of facts of the case and the documents produced, the decision of the Insurer is sustainable.

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