

**DELHI**

**Overseas Mediclaim policy  
Delhi Ombudsman Centre  
GI/ICICI Lombard/51/08  
In the matter of Shri S.K.Dhadwal**

**Vs**

**ICICI Lombard General Insurance Company Limited  
Award**

The complaint was heard on 18.07.2008. The complainant, Shri S.K.Dhadwal, was present. The Insurance Company was represented by Shri Sat Prakash, Regional Manager-Claims, Shri Gaurav Gaba, Manager Legal and Dr.Amit Kumar, Branch Manager Claims.

Shri S.K.Dhadwal has lodged a complaint with this Forum on 07.02.2008 that he along with his wife took Overseas Medical policy No.4030/2489277/00/000 from ICICI Lombard General Insurance Company Limited from 06.02.2007 to 17.07.2007 for 162 days. During the stay in Canada his wife Smt.Urmil Dhadwal suffered from fever, shivering and Gastro problems on 06.06.2007 and after consulting Walk-in-clinic she was taken to York Hospital, Toronto, Canada's emergency ward on 07.06.2007 and discharged on the next day. There was not much improvement and she was taken to hospital again on 11.06.2007 till 19.06.2007 and during this period she was treated for E.coli Bacteremia. Symptoms of vomiting and fever returned and she was readmitted on 25.06.2007 to 06.07.2007. During her stay for this period, she was advised to complete full 14 days course of antibiotics and thus she had 10 more days at I.V. as an outpatient to be administered by private house case. On their return to India, he submitted documents to International S.O.S., New Delhi. He kept on pursuing the matter with the Insurance Company's Mumbai Office who advised that the claim is not admissible and he could send his representation for review which he did on 30.08.2007. Later on the company approved the claim for US\$8750 against his claim of Canadian dollars 47092.86. In his letter dated 30.08.2007, he had enclosed discharge summary of Apollo Hospital dated 01.02.2007, reports of urine culture and sensitivity was done and her colony count was 2000 & 5000 respectively for streptococcus spp and Escherichia coli which were insignificant and no treatment for the same was either given by hospital in Delhi or prescribed any medicine at the time of discharge. His wife had type 2 diabetes, Hypothyroidism, Sjogren's syndrome etc. and these have no bearings on the treatment taken in York Hospital. She had infection of urine in May, 2006 which was successfully treated as evident from the Aerobic C&S urine reports dated 05.05.2006 and 08.05.2006 and 12.05.2006 from Apollo Hospital. During their earlier trips also, they had taken the policies from ICICI and they never claimed anything. Current policy commenced on 06.02.2007 and up to 1st week of June, 2007 she did not have any problem. They had been in regular touch with the company during admission in hospital and every time they confirmed that this is not a case of pre-existence and claims for the entire period will be treated under one incident and it is now that they were reluctant to honour the claim submitted to them. Even the amount of US\$ 8750 has been made by the Insurance company has not received by his son nor by the hospital authorities at York Hospital and the hospital authorities had debited his son's credit card with 10000 Canadian dollars. He has requested the Forum that US\$ 35815.16 be paid to York Hospital and US\$ 10977 be paid to his son.

At the time of hearing, Shri S.K.Dhadwal reiterated the points raised by him in his complaint letter dated 07.02.2008. He further mentioned that his wife Smt. Urmil Dhadwal suffered from fever, shivering and Gastro problems on 06.06.2007 and after consulting Walk-in-clinic she was taken to York Hospital, Toronto, Canada's emergency ward on 07.06.2007 and discharged on the next day. The contention of the Insurance Company that the admission of Smt. Dhadwal in York Hospital from 12.06.2007 to 19.06.2007 was for treatment of a pre-existing disease and therefore, is not payable is not correct. He mentioned that his wife was admitted in Apollo Hospital on 30.01.2007 to 01.02.2007 and the reports of Urine culture and sensitivity was done and her colony count was 2000 & 5000 respectively for Streptococcus spp and Escherichia coli which were insignificant and no treatment for the same was either given by hospital in Delhi or prescribed any medicine at the time of discharge. She traveled on 06.02.2007 and as such, there was no pre-existing disease like urinary tract infection. In May, 2006, she was admitted and treated for urinary tract infection and she was completely cured which is quite evident from the fact that they had taken Overseas Medilaim policy No.4030/2400982/00/000 platinum type for 70 days with effect from 18.08.2006 which was subsequent to her admission in Apollo Hospital, New Delhi from 02.05.2006 to 10.05.2006 and they had not claimed any amount from the Insurance Company which proved that the contention of the Insurance Company that urinary tract infection was a pre-existing disease which is not so otherwise she should have suffered from same problem when she was there in the month of October and November, 2006. Further infection had occurred after 5 months of taking the policy and no treatment was taken during this period before admission in York Hospital on 11.06.2007. Also no treatment was taken prior to taking this policy. If pus was there, one must have fever or other symptoms. It is clear from the discharge summary of Apollo Hospital that she was fit to travel and she did not have fever nor urinary tract infection. She developed a focus of PUS in kidney during her visit to Canada well after 5 months of taking policy. Any infection that could have been there at the time of taking policy would have resulted in some symptoms which should have immediately required medication. Therefore, there was no pre-existing disease and the claim for the hospitalization at York Hospital for the period 12.06.2007 to 19.06.2007 be paid. With regard to the 2<sup>nd</sup> admission, the Insurance Company had paid a sum of US\$ 8750 wherein the York Hospital bill itself is for Canadian \$25002.20. The Insurance Company has, therefore, admitted their liability and has not been able to explain why they have deducted the balance amount. He should be reimbursed the expenses incurred by them for her hospitalization from 25.06.2007 to 06.07.2007. Further he requested the Forum that he should be paid compensation up to 1000 Canadian dollars for harassment along with interest.

The representative of the Insurance Company informed the forum that they had given Overseas Individual travel policy to Smt. Urmil Dhadwal. She was admitted in York Hospital, Canada from 12.06.2007 to 19.06.2007. As per the discharge summary, it is mentioned that she has been suffering from Nausea and vomiting since the beginning of the month. She has no fever. She was initially treated for Urinary tract infection. However, symptoms having improved and as per their in house doctor, she has been diagnosed for Urinary Tract Infection. According to them, the disease was pre-existing in nature and the claim was not found to be payable under exclusion Clause 3 of the policy. As such, they have rejected the claim for her hospitalization in York Hospital for the period 12.06.2007 to 19.06.2007. With regard to her second admission from 25.06.2007 to 06.07.2007, she was diagnosed with E.coli and Peri Nephric abscess and the condition was considered as life threatening disease arising out of the pre-existing disease and as per Clause 8 of Benefit 1 of the policy, they have paid the medical expenses covered as per terms and conditions of the policy which came to US\$ 8750. On enquiry by this Forum as to how, they have arrived to this figure, the representative of the Insurance Company was unable to give the necessary details.

After hearing both the parties and on examination of the documents submitted, it is observed that Smt. Urmil Dhadwal has taken an Overseas Individual Mediclaim policy from ICICI Lombard General Insurance Company Limited. On 06.06.2007, she suffered from fever, shivering and Gastro problems and after consulting Walk-in-clinic and was taken to emergency ward on 07.06.2007 for investigation and was discharged next day. She was admitted in York Hospital, Canada on 12.06.2006 to 19.06.2007 and later on 25.06.2007 to 06.07.2007 as there was not much improvement in her condition.. The Insurance Company has rejected her claim for her first hospitalization, that is, from 12.06.2007 to 19.06.2007 on the ground that the disease was pre-existing. With regard to her second time hospitalization from 25.06.2007 to 06.07.2007, the Insurance Company has agreed to pay US\$ 8750 under Clause 8 of Benefit 1 of the policy as the condition was considered as life threatening arising out of the pre-existing disease.

Smt. Urmil Dhadwal has taken an overseas mediclaim policy from 06.02.2007 and she has admitted in Apollo Hospital on 31.01.2007 where reports of Urine culture and sensitivity were done and the same were found within the limits and no treatment was given by the hospital nor prescribed any medicine at the time of discharge. Further, Smt. Urmil Dhadwal was admitted in Apollo Hospital on 07.05.2006 where she was treated for Urinary Tract Infection. She had subsequently visited to Canada/USA for which she has taken an Overseas Mediclaim policy from this Insurance Company and has not preferred any claim. Mosby's "Medical, Nursing and allied Health Dictionary" defines infection as "the invasion of the body by pathogenic microorganism that reproduce and multiply causing disease by local cellular injury, secretion of a toxin or antigen – antibody reaction in the host" and Urinary Tract Infection has been defined as "an infection of one or more structures in the urinary tract." Therefore, in my opinion based on the definition of Urinary Tract Infection would strictly not fall in the definition of pre-existing disease, as infection can be due to various reasons. Further urine culture and sensitivity tests were done at Apollo Hospital, Delhi on 31.01.2007 which were negative just 7 days before taking the policy. The policy was taken from 06.02.2007 and Smt. Urmil Dhadwal had first hospitalization after 5 months of taking the policy. Therefore, the Insurance Company has wrongly rejected the claim for her first time hospitalization at York Hospital from 12.06.2007 to 19.06.2007 that the disease was pre-existing.

With regard to her second time hospitalization from 25.06.2007 to 06.07.2007, the Insurance Company has agreed to pay US\$ 8750 and the condition was considered as life threatening disease arising out of the pre-existing disease. The representative of the Insurance Company was not able to inform the Forum as to how they have arrived at a sum of US\$ 8750 while Shri Dhadwal has claimed a sum of Canadian \$25002.20 as hospital expenses as per York Hospital bill with other expenses for medicine etc. The discharge summary of York hospital for this period does not mention anywhere that Smt. Urmil Dhadwal has been admitted for Urinary Tract Infection. Although the contention of the Insurance Company is that they have agreed to pay the expenses of life threatening disease arising out of the pre-existing disease. In my opinion, there was no pre-existing disease since Smt. Urmil Dhadwal before taking the policy had undergone urine test which was negative. The Insurance Company should have considered the payment of hospital bill of Smt. Urmil Dhadwal at York Hospital from 25.06.2007 till 06.07.2007 and other medical related expenses incurred during this period since no hospital would discharge a patient till he/she has fully recovered and is medically stable as per Clause 8 of Benefit 1 of the policy

I am, therefore, of the opinion that Smt. Urmil Dhadwal should be paid the full amount of her hospitalization expenses incurred by her at York Hospital from 25.06.2007 to 06.07.2007 and deduct the expenses

incurred after discharge as policy condition “The treatment for these emergency measures would be paid till the insured become medically stable or is relieved from acute pain. All further medical cost to maintain medically stable state or to prevent the onset of acute pain would be borne by the insured”, accordingly the payable amount works out to Canadian \$44424/- against claim bill of Canadian \$46793/-.

I, therefore, pass the Award that Smt. Urmil Dhadwal be paid Canadian \$44424/- less US\$8750/- already paid after proper discharge from York Hospital and against bills for medicine, tests etc. for her hospitalization on 07.06.2007 to 08.06.2007, 12.06.2007 to 19.06.2007 and 25.06.2007 to 06.07.2007. No interest and cost is being awarded.

## **HYDERABAD**

### **Office of Insurance Ombudsman**

#### **Hyderabad**

**Complaint No. G 11.04.432**

#### **AWARD No 1 Dated : 10.04.2008**

**Sri A Narasimha Murthy vs. United India Insurance .Co.Ltd.**

**Brief facts:** Sri A Narasimha Murthy obtained an Overseas Mediclaim policy from United India Insurance Co. Ltd. for his trip to USA from 29.01.2007 to 28.04.2007. He was admitted to a hospital in Ohio on 23.02.2007 and was discharged on 03.03.2007. A claim for US\$21,000/- was submitted to M/s Heritage Health Services who were the insurers’ TPA in India. The claim was rejected stating that all the medical expenditure incurred was directly due to past ailments, which were not disclosed at the time of taking the policy.

#### **Decision:**

The complainant stated that the medical reports as requested by the Insurance Company were submitted at the time of taking the policy. He stated that he suffered from UTI in the year 2000 and also had DM which was under control. He stated that the policy excludes such sickness for which treatment was taken in preceding twelve months prior to the travel. The insurers stated that the treatment taken by the insured was for complications of the undisclosed past medical history.

The complainant submitted that he was healthy at the time of taking the policy. The insurers on the other hand pointed that the previous medical history was not revealed in the proposal form. They also submitted that the policy covers sudden or unexpected sickness during the travel abroad and excludes treatment of any disease existing at the time of taking the policy whether declared or not. It was noted from the record that the complainant was treated while traveling abroad for ailments which existed earlier and that he had not declared his previous ailments / treatment in the proposal form. The overseas medical policy provides cover only for treatment of sudden illness but not for the one already existing. In view of this it was held that the complainant is not technically eligible for any reimbursement under the policy. However it was observed that the complainant was also treated for some ailments such as pneumonia which were not a part of pre-existing conditions. Therefore the insurer was directed to pay 10% of the amount paid to the hospital. The complaint was partly allowed as Ex-gratia

**Office of Insurance Ombudsman**

**Hyderabad**

**Complaint No. G 11.03.089**

**AWARD NO. 50 Dated : 29.08.2008**

**Smt. B V Krishna Kumar Vs. National Insurance Co .Ltd.**

**Brief facts:**

Sri B V Krishna Kumar was covered under Overseas Travel Insurance policy of National Insurance Co. Ltd. The policy covered among others missed flight connection for a sum of Rs. \$1000 with a deductible of 10%. A claim under this section was lodged but it was not settled.

**Decision**

The insurers stated that original bills for expenses, letter from airlines with reasons for delay and original policy were required to consider the claim. They had inadvertently conveyed to the insured that all these documents were sent to M/s Heritage Health, the TPA and they would still consider the claim if the above documents were submitted. Sri Krishna Kumar stated that he had lost 2 days of sight seeing and it is observed that the policy covered loss of sight seeing or entertainment. The complainant could not confirm whether documents sought were submitted or the extent of expenses incurred by him. It was not justified on part of the insurer to seek documents after a long gap. Therefore the insurers were directed to settle the claim for an amount of Rs.20,000/- as ex-gratia.

**Office of Insurance Ombudsman  
Hyderabad  
Complaint No. G 11.04.432**

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**Decision:**

The complainant stated that the medical reports as requested by the Insurance Company were submitted at the time of taking the policy. He stated that he suffered from UTI in the year 2000 and also had DM which was under control. He stated that the policy excludes such sickness for which treatment was taken in preceding twelve months prior to the travel. The insurers stated that the treatment taken by the insured was for complications of the undisclosed past medical history.

The complainant submitted that he was healthy at the time of taking the policy. The insurers on the other hand pointed that the previous medical history was not revealed in the proposal form. They also submitted that the policy covers sudden or unexpected sickness during the travel abroad and excludes treatment of any disease existing at the time of taking the policy whether declared or not. It was noted from the record that the complainant was treated while traveling abroad for ailments which existed earlier and that he had not declared his previous ailments / treatment in the proposal form. The overseas medical policy provides cover only for treatment of sudden illness but not for the one already existing. In view of this it was held that the complainant is not technically eligible for any reimbursement under the policy. However it was observed that the complainant was also treated for some ailments such as pneumonia which were not a part of pre-existing conditions. Therefore the insurer was directed to pay 10% of the amount paid to the hospital. The complaint was partly allowed as Ex-gratia

**KOLKATA**

**Kolkata Ombudsman Centre**

**Case No. 456/14/012/NL/10/2007-08**

**Shri Dipak Kumar Ghosh**

**Vs.**

**ICICI Lombard General Insurance Co. Ltd**

**Order Dated: 29.05.2008**

**Facts & Submissions:**

This petition was against the delay in settlement of claim under Overseas Travel Insurance Policy issued by ICICI Lombard General Insurance Company Ltd.

The petitioner Shri Dipak Kumar Ghosh in his petition dated 25.10.2007 stated that he and his wife were covered under Travel Insurance Policy. They were coming from USA to London but their four checked in luggage could not be traced at London despite their waiting for 13 hours at London Airport. Then they came to Kolkata and got the luggage after 5 days. Contents inside the luggage were damaged due to mishandling. He lodged a claim to the insurance company for Rs.4,827/- (for self) and Rs.4,484/- (for his wife Smt. Mandira Ghosh) plus Rs.6,000/- for accommodation of 2 for 6 days being loss suffered by him due to mishandling of checked baggage and their delayed arrival at Kolkata. He wrote several letters to the insurance company for settlement of the claim but he did not get any reply from them. Therefore he approached this forum for monetary compensation for Rs.4,827/- for self and Rs.4,484/- for his wife plus Rs.6000/- for accommodation of two for six day plus appropriate compensation for agony and delay.

This office did not get any self-contained note from the insurance company after repeated reminders.

**Decision:**

As the complainant did not attend the hearing, Hon'ble Ombudsman proposed to deal with the matter on an ex-parte basis.

From the policy conditions it was clear that no reimbursement with regard to loss of items in checked-in baggage for more than 100 \$ without appropriate proof of ownership. Similarly no compensation would be payable if there was a loss suffered due to delay in receipt of checked in baggage for the inbound sector to the Republic of India. The insurance company invoked these conditions and stated that since the policyholders were traveling to Kolkata in their return trip, and the loss suffered due to delay in

receipt in checked in baggage if any was not payable. They also stated that though there was a delay in receiving the checked-in baggage the same had been received by the policyholders intact later.

Keeping in view the above condition Hon'ble Ombudsman agreed with the decision of the insurance company for not reimbursing the loss suffered due to delay in receipt of checked in baggage under the exclusion clause. However, since they have agreed to pay the amount of Rs.100 \$ for each as per the policy cover of the policy holders towards cost of necessary emergency purchases, he directed the insurance company to pay the same.

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