

RESPONDENT: Aditya Birla Health Insurance Company Limited
COMPLAINT REF: NO: AHD-H-055-2425-0582
AWARD NO:IO/AHD/A/HI/0601/2024-2025

1.	Name & Address Of The Complainant		Sanjay S Makwana 58, Ambedkar Nagar, B/H Ashok Nagar, Samta					
2.	Type Of Policy: Health							
	Policy Details:							
	Policy Number	Sum Assured/Insured	From Date	To Date	DOC	Premium	Policy Term/Mode	Paying Term
	21-21-0016481-02	500000	30-May-2023	29-May-2024		0		
3.	Name of Insured Name of the Policy Holder		Sanjay S Makwana Sanjay S Makwana					
4.	Name of insurer /Broker		Aditya Birla Health Insurance Company Limited					
5.	Date of Repudiation							
6.	Reason For Repudiation							
7.	Date of Receipt of the complaint		19-Dec-2023					
8.	Nature of Complaint		Partial Settlement of Claim					
9.	Amount of Claim		83358.00					
10.	Date of Partial Settlement							
11.	Amount of relief sought		69498					
12.	Complaint registered under Insurance Ombudsman Rules 2017		Rule 13(1)(b) — any partial or total repudiation of claims by an insurer					
13.	Date of Hearing		11-Jul-2024					
14.	Representation at the hearing							
	a)For the Complainant		Mr. Sanjay Makwana					
	b)For the Insurer		Mr. Deepak Savalge					
15.	Complaint how disposed		Award					

Brief Facts of the Case:

The Complainant was hospitalized in OM Hospital, Vadodara during 04.09.2023 to 05.09.2023 and treated for All 3 Intro Ext Piles with Anal Stenosis. The Claim was lodged for Rs.83358/- which was partially settled for Rs.13859/- by the Respondent Insurer stating that an amount of Rs.69498/- was disallowed as per the terms and conditions of the subject Policy. Aggrieved by the same, the Complainant approached this Forum.

Contention of the complainant:

The Complainant, submitted that his Claim was settled for an amount of Rs.13859 by the Respondent Insurer and an amount of Rs.69498 was deducted on the wrong grounds. He further submitted that the OT charges amounting to Rs.45000/- was deducted in toto. He submitted that his Claim is genuine and should be paid to him. He urged the Forum to help him in getting his balance Claim.

Contention of the Respondent:

The Representative of the Respondent Insurer, submitted by way of SCN and Deposition that as per Claim documents submitted by the Complainant, an amount of Rs.13859 was paid as per terms and conditions of the Policy. Rs.69498 was deducted on the ground of Reasonable and Customary clause.

In view of the same, he has prayed before the Forum to dismiss the case without any relief to the Insured.

Observation and conclusions:

Based on the submission of both the parties during the course of Online Hearing and the materials made available to this Forum, the following points have emerged which are pertinent to decide the case:-

- 1) The arguments as advanced by the Complainant and Insurer are discussed in detail in the aforementioned paras, hence, the same is not being reiterated for the sake of brevity.
- 2) As per IRDAI guideline: Reasonable and Customary charges means the charges for services or supplies, which are the standard charges for the specific provider and consistent with the prevailing charges in the geographical area for identical or similar services, taking into account the nature of the illness/injury involved.
It is to be noted that Customary and Reasonable expenses for any treatment/procedure will vary with the passage of time and depends upon various factors like
 - A) Qualification, Experience and expertise of the treating Doctor.
 - B) Nature, seriousness and gravity of disease and condition of the patient.
 - C) Geographical location of the Health Services providers.
 - D) Availability of Medical and other infrastructure facilities in the Hospital.
 - E) Usage of advance medical technology.

In the absence of any capping for expenses payable for various procedures/treatments in the policy, insured has the right of choice to opt for advance medical treatments available and claim for the same under the policy.

- 3) The Insurance Policy is a contract between the Insured and Insurer, the Insured is also expected to be reasonably aware about the charges they are paying to the hospital. He is expected to act as a Prudent Uninsured which means 'that the policyholders should act as if they do not have Insurance.'

- 4) This Forum has received a number of complaints for the subject disease and it is observed that the charges for the same vary from case to case and Hospital to Hospital basis.

- 5) As the Company has already allowed Rs.13859/-, further amount of Rs.46,141/- is found reasonable and becomes payable.

AWARD

COMPLAINT REF: NO: AHD-H-055-2425-0582

Taking into account the facts and circumstances of the case and the submissions made by both the parties during the course of Online Hearing, the Respondent is hereby directed to make payment of Rs.46,141/- to the Insured, subject to available Sum Insured and Co-pay, if any, in full and final settlement of the Claim.

The attention of the Complainant and the Insurer is hereby invited to the following provisions of the Insurance Ombudsman Rules, 2017:

A) According to Rule 17(6), the Insurer shall comply with the Award within thirty days of the receipt of the Award and intimate compliance of the same to the Ombudsman.

B) According to Rule 17(8), the Award of Insurance Ombudsman shall be binding on the Insurers.

**AWARD NO:IO/AHD/A/HI/0601/2024-2025
Date:23/Jul/2024**

**INSURANCE OMBUDSMAN
Ahmedabad**