

DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION-II,
U.T. CHANDIGARH

Consumer Complaint No : 482 of 2022
Date of Institution : 06.06.2022
Date of Decision : **04.06.2024**

V.K.Agarwal aged 76 years s/o Late Sh.Vishwa Nath, R/o #51, Sangam Enclave, Sector 48-A, Chandigarh
.....Complainant

Versus

1] Max Super Speciality Hospital, (Max Healthcare), through its Director Phase-6, Mohali, Punjab 160055

2] M/s Raksha Health Insurance TPA Pvt. Ltd., through its Regional Manager, Regional Office: SCO 39, 1st Floor, Madhya Marg, Sector 26, Chandigarh 160019

3] The Oriental Insurance Company Limited, through its Authorized Signatory, SCF 75, 2nd Floor, Phase XI, SAS Nagar, Mohali 160055

..... Opposite Parties

BEFORE: MR.AMRINDER SINGH SIDHU, PRESIDENT

MR.B.M.SHARMA, MEMBER

Argued by:- Complainant in person

Sh.Ankush Aggarwal, Counsel for OP No.1.

None for OP No.2.

Sh.Ram Avtar, Counsel for OP NO.3

ORDER BY AMRINDER SINGH SIDHU, M.A.(Eng.),LLM,PRESIDENT

1] The complainant has filed the present complaint pleading that he was admitted in OP No.1 Hospital on 23.1.2021 as Covid+ve Patient and after treatment discharged on 12.2.2021. It is stated that for the said

treatment, the OP No.1 raised a bill of Rs.7,62,445.80 Ps. out of which Rs.1,11,851/- was charged from the complainant and the balance was charged from OP Insurance Company (Ann.C-4 to C-9). It is also stated that after discharged, when the complainant checked the bills, he came to know that the OP Hospital has wrongly charged him for the visit of Dietician without any such visit by Dietician and said amount was not paid by Insurance Company. The complainant also surprise to note that Dietician of OP Hospital advised him to take milk at night whereas he is a patient of Ulcerative Colitis, as such it could lead to serious consequences on the health of the complainant. It is submitted that after the cashless permission was denied by OP No.2 due to wrong information given by OP Hospital, later the reimbursement was done by OP Insurance Company due to personal efforts of the complainant. It is also submitted that the Physiotherapist visit were charged twice a day for the stay in ICU, Physiotherapy as mentioned in the bill was never done. It is submitted that some breathing exercises were demonstrated by a Physiotherapist on her first visit and thereafter she just asked for doing the exercise. It is pleaded that the charges in the bill mentioned as procedure (Physiotherapy of Lungs and Limbs) are wrongly charged. It is also pleaded that there are many types of extraneous charges in the bill i.e. Alfa Bed, PPE kits, 100 Micropore Tapes, 230 Surgical Gloves, Repeated numerous Syringes, Cannulas, Infusion Sets, IV Sets, Connectors, Urine Pots (Rs.140/- each) etc., which are wrong. It is further pleaded that the charges of Rs.6620/- towards CT contrast was wrongly charged in bill, which was actually never done. It is stated that the Visit charges of Doctor are charged for much more than actual Visits. It is also stated that unbelievable charges were included in the bill ignoring the government guidelines for Covid-19 (Ann.C-10). It is submitted that overcharging by the OP No.1 Hospital and overlooking the terms & conditions of the policy while sanctioning the cashless final bill amounts to unfair trade practice and deficiency in service. Hence, this complaint has been filed with a prayer to direct the Ops to pay Rs.3 lacs along with interest as well as to pay compensation and litigation cost.

2] After service of notice, the OP No.1 appeared before this Commission through his counsel and filed written version and while admitting the factual matrix of the case about the treatment provided to the complainant stated that the total bill amount was Rs.762445.86/- out of which Rs.44108/- was discounted as per MOU and an amount of Rs.606486/- was approved by insurance company and the balance amount of Rs.1,11,851/- was paid by patient in view of approval sanction amount of complainant. It is submitted that answering respondent raised the bill as per the hospital tariff and as per MOU between the insurance company and hospital. It is also submitted that the answering respondent is not at fault as it had forwarded the bill to the Insurance company, who had approved Rs.606486/- only as per the patient entitlement. It is stated that it is between the insurance company and the complainant to seek any refund, if available. It is pleaded that hospital bill and treatment record shows the visits and diet chart which was followed under the supervision of a professional dietician. It is further pleaded that Physiotherapy was done as per regular medical treatment of patient. It is stated that there are no excessive charges by the Hospital. Denying other allegations, the OP No.1 has prayed for dismissal of the complaint.

The OP No.2-TPA has filed short written version stating that the complainant was covered under the mediclaim policy issued by The Oriental Insurance Co. Ltd. It is stated that the claims in respect of the complainant's hospitalization in OP No.1 Hospital for the treatment of Covid-19 was processed and paid for Rs.560999/- to the claimant & deduction of Rs.155959/- for non-payable items as per policy terms and conditions laid by the OP No.3 was done. It is submitted that the insurance contract is between the insured and OP No.3 and OP No.2 is just a third party administrator who acts on the basis of policy entered between the Complainant and the OP No.3. Pleading no deficiency in service, the OP No.2 prayed for dismissal of the complaint.

The OP No.3-Insurance Company has also filed written version stating that as per the terms and conditions of the Policy of Insurance the Third Party Administrators assigned the Job of processing the claims of the complainants in coordination with the hospital and the Insurance Company as per the records, the claim of the complainant with respect to hospitalization in the hospital from 24.01.2021 to 13.03.2021 treatment of COVID19 was duly processed as per the guidelines and MOU and in coordination with the complainant and a sum of Rs.5,60,999/- was released in its favour whereas as per the policy condition and the MOU deductions of Rs.1,55,959/- was done towards non payable items. It is submitted that the OP Insurance company through its TPA-OP No.2 has already processed the claim and released the payable amount. It is also submitted that the coverage is limited to the extent of the amount as mentioned in the Schedule of Policy of Insurance and nothing more has been found payable by the competent authority. Other allegations have been denied and lastly it is prayed that the complaint be dismissed.

3] Replication has been filed by the complainant controverting the assertions made by the OPs in written version.

4] Parties led evidence in support of their contentions.

5] We have heard the Id.Counsel for the contesting parties and have gone through the entire record including written submission.

6] It is observed that the complainant was admittedly treated in OP No.1 Hospital being Covid Positive patient from 23.1.2021 to 12.2.2021 for which the OP No.1 raised a bill of Rs.7,62,445.80 Ps. out of which Rs.1,11,851/- was paid by the complainant and rest was paid by OP Insurance Company. The claim of the complainant is that the OP Hospital has wrongly billed him for Dietician Visit who allegedly advised him milk at night whereas he is a patient of Ulcerative Colitis, wrong charges for visit of Physiotherapist twice a day whereas no physiotherapy was done to him and illegal charges for use of 230 surgical gloves etc. It is observed that the advice of the Dietician to take milk at night to the patient/consumer, who is suffering from Ulcerative Colitis is a wrong advice which could lead to serious consequences on the health of the patient/consumer, which is a clear cut negligence on the part of the Dietician acting upon for the Hospital and it amounts to deficiency in service. Further the OP No.1 Hospital failed to lead any cogent and convincing documentary evidence to justify the said charges billed from the complainant. Therefore, it is held that the OP No.1 Hospital has illegally exaggerated the medical bill of the complainant by adding wrong charges for the services which were never provided to the complainant and this amounts to deficiency in service as well as adoption of unfair trade practice on the parts of OP No.1 Hospital.

7] Taking into consideration the above discussion & findings, the present complaint deserves to be partly allowed against OP No.1. Accordingly the complaint stands Partly Allowed against OP No.1. The OP No.1 is directed to compensate the complainant by paying a lump sum amount of Rs.1,20,000/- for causing loss, harassment and mental agony due to its deficient services as well as indulgence into unfair trade practice, which also includes litigation expenses.

This order be complied with by the OP No.1 within a period of 45 days from the date of receipt of its certified copy, failing which the OP No.1 shall be liable to pay the awarded amount of Rs.1,20,000/- along with interest @9% p.a. from the date of order till its actual realization.

8] The complaint qua OPs No.2 & 3 stands dismissed.

9] The pending application(s) if any, stands disposed of accordingly.

The Office is directed to send certified copy of this order to the parties, free of cost, as per rules & law under The Consumer Protection Rules & Act accordingly. After compliance file be consigned to record room.

Announced

04.06.2024

Sd/-

(AMRINDER SINGH SIDHU)

PRESIDENT

Sd/-

(B.M.SHARMA)

MEMBER