

Office of the West Bengal Clinical Establishment Regulatory Commission

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Case Reference: ID- INT/KOL/2023/060

Present: Justice Ashim Kumar Banerjee (Retired), Chairman

Dr. Sukumar Mukherjee,

Sri. Sutirtha Bhattacharya, IAS (Retd)

Dr. Maitrayee Banerjee,

Smt. Madhabi Das.

Mr. Gopal Tandon .....Complainant

- Versus-

Apollo Multispecialty Hospital .....Respondent

Heard on: May 3, 2023

Judgment on: May 22, 2023.



## **CORE ISSUE**

It is a classical example of a CE who would not only charge the patient exorbitantly but also bill him in a most unethical and unfair way.

## **BACKDROP**

Mr. Gopal Tandon went for a planned surgery at Apollo. As per the estimate, the CE would be charging against a PPN Package to be reimbursed by the TPA through the Mediclaim Policy, that the patient was having. The PPN Package provided for semi private cabin whereas patient wanted better accommodation and agreed to pay the differential amount. The insurance issued a pre-authorization letter dated February 24, 2020 making it clear that the patient would be entitled to semi-private accommodation and the package authorized amount would be Rs. 63,500/- that was finally sanctioned at Rs. 1.05 lakhs.

Since the patient wanted a better accommodation he was to pay the differential cost as understood by him at the time of admission. He was to sign various papers at the time of admission that would include a declaration. The relevant paragraph being paragraph C, is quoted below:-

*“All non-medical expenses and expenses not relevant to current hospitalization and the amounts over and above the limit authorized by the Insurer/TPA not governed by the terms and conditions of the policy will be paid by me”.*

As per the paragraph extracted above, all non-medical expenses and expenses not relevant to current hospitalization and the amounts over and above the limit authorized by the insurer not governed by the terms and condition of the policy, would be paid by the patient. It was signed on February 12, 2020 much before pre-authorization of the TPA referred to above.

The patient had undergone surgery. He had no complain as to the treatment. Patient was taken aback at the time of discharge when he was asked to pay Rs. 85,992/-. The CE insisted for such payment as a pre-condition for discharge and the patient was forced to pay the same.

### **GRIEVANCE**

Being aggrieved, the patient approached us for refund of the said sum of Rs. 85,992/- or any other sum legitimately due and payable by the CE to him as and by way of refund.

Pertinent to note, the patient initially approached the Ombudsman Insurance. The Ombudsman Insurance found no fault on the part of the Insurance Company and as such rejected the application.

The Apollo was not a party before the Ombudsman Insurance.

### **RESPONSE**

On receipt of the complaint we forwarded the same to the CE and asked for their response. The CE, in their response, contended, since the patient altered the

conditions of PPN Package he was treated as a cash patient and billed accordingly. The CE realised Rs. 1.05 lakhs as approved by the TPA and realised the balance amount from the patient in terms of Clause (C) quoted above whereby the patient undertook to bear the entire differential amount. Hence, the claim of the patient is without any basis and should be rejected.

### **HEARING**

We heard this matter on May 03, 2023 when we reserved our judgment.

### **COMPLAINANT'S CONTENTIONS**

The complainant reiterated what he had contended in his complaint. According to him, he did prefer for a better accommodation and agreed to bear the differential cost as he had understood the terms and conditions including paragraph C quoted above. The CE used the Mediclaim Policy and realised amount as per authorization by the TPA as a PPN Package. Hence, question of billing him as a cash patient would not arise.

### **PER CONTRA**

Ms Jasadhara Ghosh representing the CE, would insist, once a patient would opt for PPN Package he would not be entitled to alter the same and such deviation would automatically make the package not available to the insured. She however could not appropriately explain their conduct in this respect.

## **REJOINDER**

The complainant confronted the submissions of Ms Ghosh by saying, even if her contention was correct the hospital should not have realised any amount form the Insurance and left it for the patient to make appropriate reimbursement application afterwards. It would not make any difference to him as to whether he would get any refund or not he would be fighting the case on principle.

## **OUR VIEW**

We are in full agreement with the complainant, CE would contend, deviation from the package would make the patient as a cash patient could not have realised the amount granted by TPA as a PPN Package.

It was a case of planned surgery. The parties opted for PPN Package that would be clear from the pre-authorization granted by TPA well in advance.

If we give full credence to what Ms. Ghosh would say that the patient lost his chance to avail the PPN Package by altering the terms and admissions, the hospital could not have uploaded the bill for insurance payment. Once they would adopt the stand that the patient lost his chance to have PPN benefit, there could be no occasion for the CE to make any insurance claim from the TPA.

We fully agree with Mr. Tandon when he would say, the CE could have realised the entire amount from him. In such case he could have gone for a reimbursement claim from the insurance company.

## **CASE IN HAND**

Keeping in view the circumstances as discussed above, let us now consider the bill and the TPA rejection memo.

Had it been the PPN package there could not have been separate claim on consultation, investigation, OT charge, OT consumable, OT pharmacy, pharmacy consumable and ward pharmacy separately charged in the cash bill.

The insurance authorization letter dated February 29, 2020 would permit room rent of Rs. 1,500/- per day whereas the private Delux bed that the patient was occupying was charged for Rs. 10,000/- per day. So the patient would have to pay the differential amount being Rs. 34,000/- ( $10,000 - 1500 = 8500 \times 4$ ).

The balance amount over and above Rs. 34,000/- was due to separate charges made by the CE as indicated above that could not have been charged under PPN Package.

## **RESULT**

We thus allow the claim of the complainant for the excess amount of Rs. 51,912/- ( $85,992 - 34,080$ ).

The claimant is directed to share his bank details with the CE so that CE could transfer the money directly to his account.

The complaint is disposed of accordingly.

Sd/-

( *ASHIM KUMAR BANERJEE* )

We agree,

Sd/-

**Dr. Sukumar Mukherjee,**

Sd/-

**Sri. Sutirtha Bhattacharya, IAS (Retd)**

Sd/-

**Dr. Maitrayee Banerjee,**

Sd/-

**Smt. Madhabi Das**

*Authenticated*

  
Secretary  
West Bengal Clinical Establishment  
Regulatory Commission