Office of the West Bengal Clinical Establishment Regulatory Commission
1st Floor, 32 B.B.D Bag, West Bengal, Kolkata – 700001.
Phone:- (033) 2262-8447 , Email: wbcerc@wb.gov.in Website: www.wbcerc.gov.in

Case Reference: INT/KOL/2024/116

Mr. Indrajit Pal .... **Complainant**

vs

Amulya Jyoti Eye Foundation.....**Respondent/ Respondents**

ORDER SHEET

Office Note	Order No.	Date	Order
	1.	11/07/ 2024	The complainant has approached the CE for Cataract Surgery under a mediclaim policy. The TPA sanctioned a sum of Rs. 24,000/- whereas the CE compelled the complainant to pay Rs. 39,000/- on the plea, the patient had opted for costlier lens that would cost Rs. 17,109/-. In course of hearing, the CE wanted to disclose two more documents that we allowed. Those documents reveal a harrowing experience. It is a unique example of extortion that the CE is doing in the guise of treatment cost. CE has relied upon a signed declaration by the patient that is quoted below:-

			"I am aware that the rate approved by the TPA through Cashless authorisation letter i.e. ***Rs. 39,000/-*** *is the amount sanctioned under my policy as per PPN package rate during the hospitalisation period. I understand that any payment over and above charged by the hospital will be borne by me and will not be reimbursed by the Insurer/TPA".* On going through the paragraph quoted supra, it would appear, as if TPA has sanctioned Rs. 39,000/- as cashless authorisation whereas at the time of discharge TPA sent final authorisation memo for Rs. 24,000/- that would include cost of lens for Rs. 7,000/-. The complainant has gone for a costlier lens that would have a MRP of Rs. 17,109/-. Other document just now disclosed by the CE was an undertaking by the complainant that he would be responsible for the higher package for a better lens. The CE now contends the entire package would cost Rs. 39,000/- that the complainant has agreed as would

			appear from his signature. Hence, they are not obliged to give any detailed break-up for the same and he would have to pay the entire amount. Initially, when we heard the matter, without having the benefit of the two documents mentioned above, we wanted to direct the CE to refund the balance amount of Rs. 4,891/- being the excess of the differential amount for availing costlier lens. CE did not agree and disclosed the aforesaid two documents that would exfacie show how the patients are deceived by the CE by illegally charging excess of the package. We request Director of Health Service to take a call and take appropriate measure in this regard and take appropriate steps so that in future no other patient is deceived. So far this case is concerned, we direct refund of Rs. 4,891/- to the complainant on sharing of his bank details. Let the complainant share his bank details with the CE so that money be refunded to him at once.

With this direction we dispose of the complaint.

Sd/-

The Hon'ble Chairperson

Sd/-

Prof. (Dr.) Sukumar Mukherjee – Member

Sd/-

Prof. (Dr.) Makhan Lal Saha – Member

Sd/-

Sri. Sutirtha Bhattacharya, IAS (Retd)- Member

Sd/-

Dr. Maitrayee Banerjee – Member

Sd/-

Smt Madhabi Das – Member

Authenticated

Secretary
West Bengal Clinical Establishment
Regulatory Commission