

Case Reference:INT/NPG/2025/016

Ms. Banani Roy ..... Complainant

vs

Woodlands Hospital.....Respondent/ Respondents

**ORDER SHEET**

Office Note	Order No.	Date	Order
	1.	30/05/2025	<p>The complaint would relate to billing in a case of surgery under a PPN package through mediclaim policy.</p> <p>The patient was admitted through Emergency on June 29, 2024. The patient had undergone surgery of incisional hernia.</p> <p>The relevant extract of the procedure as described in the discharge summary is quoted below:-</p> <p><b><i>“Course in Hospital:</i></b> <b><i>Laparotomy + Adhesiolysis+ Inlay mesh + Onlay mesh for recurrent incisional hernia under General Anaesthesia was done on 01.07.2024 under aseptic</i></b></p>



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*condition. Uneventful recovery.*

**Post- Operative Progress:**

**Uneventful”**

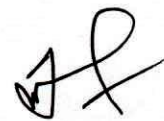
The patient was admitted on June 29, 2024 and was discharged on July 7, 2024. At the time of discharge final authorisation came through TPA Medsave Health Insurance TPA Ltd.

The relevant extract is quoted below:-

Authorisation Summary	
Total Bill amount	4,58,727/-
Other deductions	0/-
Discount	11,814/-
Co-pay	0/-
Deductibles	3,55,390/-
Total authorised amount	91,523/-
Amount to be paid by insured	3,55,390/-
Amount not to be collected from patient	0/-

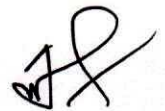


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The Insurance company, acting upon the authorisation through TPA, sanctioned a sum of Rs.91,523/- out of the original authorisation amount of Rs.1,06,450/-. The CE realised the balance amount of Rs.3,55,390/- from the complainant. The complainant thereafter asked for reimbursement from the insurance company. The Insurance Company rejected the claim. The complainant approached Ombudsman Insurance. The Ombudsman passed the following award:-

*“ Taking into account the facts & circumstances of the case, the submissions made by both the parties during the course of hearing and after going through the documents on record it is observed that the treating hospitals is under PPN Network and the claim of the Complainant has been settled as per the PPN Package rate for the particular procedure which is reasonable and justified. Thus, the decision taken by the Respondent Insurance Company is in consonance with the terms and conditions of the policy. Hence, the complaint is dismissed without any relief to the*



*Complainant. Further, it is observed that the particular hospital is under PPN package rate but they have charged almost 5 time of the PPN package rate which is not justified. Hence, the Respondent Insurance Company is directed to take necessary action with the particular hospital towards refund of excess amount charged from the Complainant over and above the PPN package rate fixed by them immediately under intimation to this office”.*

National Insurance Company Ltd took up the issue with the hospital and sent repeated reminders for refund of the amount to the patient party however, the hospital neither took any step to refund the amount nor approached the appropriate forum for the same.

Hence the complaint.

The CE responded to the said complaint vide letter dated May 24, 2025 where they contended, the initial estimate was given for medical management. When ultimate surgery was planned they did not find any



appropriate PPN package for the same and as such billed the patient on cash mode and ultimately raised the claim with the insurance through TPA when TPA sanctioned Rs.91,523/- and rejected the balance amount amounting to Rs. 3,55,390/-.

In paragraph 8 of the response the CE took the plea, once it was a final cashless authorisation approved by TPA with a note that the balance amount to be paid by the insured they realised the amount from the complainant and there was no irregularity on that score.

We have placed the matter for hearing today upon notice to all concerned. We have also requested the TPA Medsave as well as National Insurance Company Ltd to be present at the hearing through virtual mode.

Today, we have heard each one of them.

According to the complainant, the patient was admitted through Emergency. The patient had hernia plasty earlier. It was the third hernia plasty. The hospital raised the bill with the Insurance Company. When

substantial amount was disallowed she was forced to pay the same as the CE refused to discharge the patient unless the balance amount was paid in cash. It was Sunday. As such, she could not approach anyone and was compelled to pay the balance amount to get the patient released.

The complainant approached the Insurance Company for reimbursement of the balance amount. The Insurance Company refused to pay the same. She approached the Ombudsman Insurance who also refused the claim on the ground that it was almost five times higher than the original PPN package. Ombudsman directed the National Insurance to take action against the CE and see to it that the amount is refunded back to the complainant.

Woodlands is represented by Mr. Abhishek Seth and Mr. Supratim Auddi. In course of hearing, Dr Darius Anklesaria, the concerned surgeon has kindly joined us on virtual mode to clarify the surgical procedure that was had during hospital stay.

According to the CE, the initial estimation was on



medical management. Subsequently, the surgery was planned. Surgery took about three and half hours. They did not find any suitable PPN package for the entire treatment protocol as such, billed the patient on cash mode at the tariff agreed upon by and between the insurer and the hospital.

The TPA is represented by Mr. J.P. Yadav and Insurance Company is represented by Mr. Suprohat Biswas. Mr. Amit Rao is also present on virtual mode on behalf of Medsave.

According to the insurance as well as TPA, they approved the PPN package for Rs. 1,06,450/- and final authorisation was given for Rs. 91,523/-. There was no question of any confusion with regard to the selection of the PPN package. In any event, since the patient was admitted under a mediclaim policy and a PPN package was there for the treatment protocol the insurance properly approved the amount as per policy and there was no occasion for the CE to realise the balance amount



from the complainant.

Mr. Biswas adds by saying, they asked Woodland to pay back the amount repeatedly that was not adhered to. Ultimately the Ombudsman Insurance passed the order on March 29, 2025. They would now place the entire issue before the PPN committee along with the order of the Ombudsman Insurance for further action as against the CE.

We have considered the rival contentions. We have patiently heard the medical part of it from Dr. Anklesaria although it is outside our domain.

The complaint would relate to billing and billing only. In case Woodlands was aggrieved by the final authorisation they should have taken up the issue with the Insurance and thereafter Ombudsman Insurance. They have not done so instead, they relied on a mistake committed by the TPA by their sheer non application of mind by filling up the clause "*amount to be paid by the insured*" and wrongfully realised the amount already dis



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allowed by TPA.

The conduct of the CE is deplorable. Today, at the hearing they would try to contend, they were not party before the Ombudsman Insurance. They were not served with a copy of the order earlier, so they did not take any step against the wrongful authorisation.

WBCERC is duty bound to regulate the private health sector in the State. They are duty bound to act as watch dog to prevent licensees from doing any unethical activity. The entire scenario as depicted here-in-before, would go to show, ill-fated patients are really helpless in the hands of the private health sector. In a case of insurance admission, it is now a common practice to forcefully realise the rejected part of the claim from the patient and / or his relatives by keeping the patient as hostage. Even in a case of death they do not release the dead body unless and until the balance amount is paid.

It is now high time to rise to the occasion to stop the menace.

To give a holistic approach to the problem, we invited the insurance companies for a dialogue on April 21, 2025. Most of the insurance companies attended the meeting and they unanimously agreed on principle to cooperate and assist the WBCERC for a holistic grievance redressal of the insured in a case of mediclaim.

Today, for the first time, the insurance company, the TPA, the CE as well as the complainant being the insured could be brought under one umbrella to dispose of the grievance to a logical conclusion.

Coming back to the present case, we permit the CE to approach the appropriate authority including the Ombudsman Insurance for review of the final authorisation if they so like that must be done within a period of one month from date.

The CE is also directed to invest the said sum of Rs. 3,55,390/- in a suitable interest bearing fixed deposit in any National Bank of their choice in the name of the complainant and share a photocopy of the same with the



complainant as well as the Commission.

Such deposit would abide by the ultimate result of the proceeding to be had at the instance of the CE.

In case of default in approaching the Ombudsman Insurance or any other forum or if they are unsuccessful fixed deposit would be encashed and proceeds be handed over to the complainant with accrued interest thereon.

Before we part with, we hope and expect, insurance company as well as TPA would hereinafter be more active and apply their mind particularly in case of deduction or rejection of any part of the claim.

The complaint is disposed of.

Sd/-

The Hon'ble Chairperson

Sd/-

Prof. (Dr.) Sukumar Mukherjee – Member

Sd/-

Prof. (Dr.) Makhan Lal Saha – Member

Sd/-

Dr. Maitrayee Banerjee – Member



Sd/-

Smt Madhabi Das - Member

*Authentic*

*[Signature]*  
Secretary  
West Bengal Clinical Establishment  
Regulatory Commission