

Life-saving Machines, Devices and Equipments Like CPAP Machine are Covered Under Insurance Policy

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The life-saving machines and devices such as pacemaker, continuous positive airway pressure (CPAP), biphasic positive airway pressure (BiPAP), orthopaedic implants, intracardiac valve replacements, vascular stents, relevant laboratory diagnostic tests, X-ray and such similar implants and machines are often prescribed by registered medical practitioners to their patients.

Such machines are duly covered under the insurance policy/mediclaim policy.

If any patient is advised to use CPAP machine for his/her treatment and such patient has an insurance policy/mediclaim policy in his/her name, then the insurance company has to make the payment of the cost of CPAP machine to such patient as the same is covered by the insurance policy. Even if there is no specific clause in insurance policy/mediclaim policy stating that the CPAP machine is covered under the insurance policy, then also the insurance company has to pay the patient for the cost of CPAP machine as the same is life-saving machine and without it the treatment of the patient is not complete.

In the matter titled as "New India Assurance Co. Ltd. versus Ganashyamadas A. Thakur," vide order and judgement dated 07.02.2014, Hon'ble National Consumer Disputes Redressal Commission had held that:

"The fact that Respondent/Complainant wife had taken treatment as an in-patient at M/s Bhagwan Mahaveer Jain Hospital for Severe Obstructive Sleep Apnea is not in dispute. It is further an admitted fact that on discharge she was advised CPAP usage at night as a continuing part of the treatment to regulate her breathing and ensure that there was adequate inflow of oxygen since the CPAP had to be used alongwith 1-2 litre oxygen/minute. Keeping in view this important fact, we find force in the conclusion reached by the Fora

below that like the pacemaker, which is used to control abnormal heart rhythms, the CPAP device though not an implant is a CPAP to keep the airways open and thus like the pacemaker is not only an integral part of treatment but necessary for patient survival. No doubt Clause 2.4 of the policy does not mention CPAP but it is obviously not a comprehensive list because it talks of various devices like pacemaker. As stated above, since the CPAP device like the pacemaker is important for the patient treatment and survival, it may not be reasonable to exclude it. Apart from this, in the exclusion clause, on which the Petitioner/OP had relied before the Fora below, it is stated that the Insurance Company will not be liable to make any payment in respect of the equipments, such as braces, non-durable implants, eyeglasses, contact lenses, etc. These may be important but are not life-saving equipments unlike the CPAP. So far as the hospitalization of Respondent/Complainant daughter is concerned, we also agree with the conclusion reached by the Fora below and directing the Petitioner/OP for reimbursement of the same."

In the matter titled as **Narender Kumar Jain versus United India Insurance Company Limited**, the Hon'ble State Consumer Dispute Redressal Commission of Delhi has held that:

"(10) The policy documents generally cover diseases and treatments that are more common and the rest is covered by general terms like similar expenses. The question to be examined is whether case of CPAP machine should be considered under the category of similar expenses. The mere fact that clause 1(d) of the terms and conditions of the policy does not specifically mentioned CPAP machine cannot be the sole ground for rejection of the claim of the appellant. It has to be examined the view of the other items mentioned in clause 1(d), the relevant part of the clause is reproduced below:

1.0 in the event of any claim/s becoming admissible under this scheme, the company will pay to the insured person the amount of such expenses as would fall under different heads mentioned below, and as are reasonably and necessarily incurred

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thereof by or on behalf of such insured person, but not exceeding the sum insured in aggregate mentioned in the schedule hereto A) Room, B) Nursing Expenses. C) Surgeon,. D) Anaesthesia, Blood, Oxygen, Operation Theatre Charges, Surgical Appliances, Medicines and Drugs, Diagnostic Materials and X-ray, Dialysis, Chemotherapy, Radiotherapy, Cost of pacemaker, artificial limbs and cost of organs and similar expenses.

It is evident from the Clause 1(d) that it mentions a number of heads that are life-threatening and are essential part of treatment. It also mentions equipments like pacemakers which helps the heart function properly. It also mentions artificial limbs and organs. There is no justification to deny why purchase of pacemakers which helps in functioning of heart is accepted and that of CPAP machine which helps in breathing is denied claims. Absence of both is life-threatening though there may be difference of degree.

11) On the ground mentioned above, we are of the considered view that CPAP machine is covered in Clause 1(d) of the Policy under the expression other expenses and allow the claim of the appellant."

In a similar case titled as "The New India Assurance Co. Ltd. & Anr. Versus Mrs. Sonali Sareen & Anr." during the course of treatment in Sir Ganga Ram Hospital, the patient was recommended to purchase the CPAP/BiPAP machine. Since the purchase of the

machine was recommended by the treating doctor complainant purchased the same for a sum of Rs. 70,000/- and thereafter lodged the claim under the cashless insurance policy. The Ld. District Forum had held that purchase of machine was the part of the treatment and without this machine the patient could not have been treated. Thus, the denial of the payment of this price of the machine tentamounts to deficiency of service on the part of the insurance company. The said order and judgement passed by Ld. District Forum had been duly accepted by the Hon'ble State Consumer Disputes Redressal Commission vide order dated 09.12.2014.

Thus, in view of the above, in numerous cases, the National Consumer Dispute Redressal Commission and State Consumer Dispute Redressal Commission of Delhi have rightly held that the CPAP machine being the life-saving machine are completely covered by the insurance policy and the claim of the patient for the same has to be paid by the insurance company.

All the doctors, registered medical practitioners, hospitals, nursing homes, etc. are advised to educate their patient that the CPAP machine being a life-saving machine is duly covered by the insurance policy/mediclaim policy obtained by them and they should immediately contact their insurance company for claiming the reimbursement of the cost of the said machine.

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