

**DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION ERNAKULAM**  
**Dated this the 10<sup>th</sup> day of July 2024**

Filed on: 09/12/2021

**PRESENT**

Shri.D.B.Binu

President

Shri.V.Ramachandran

Member

Smt.Sreevidhia.T.N

Member

**C C. No. 487/2021**

**COMPLAINANT**

Ajaychand V., S/o. Vijayachandran Nair, Valsalya, Mana Lane, Convent Road  
2, Thottakkattukara, Aluva, Ernakulam 683108

(By Adv.Biju K Chacko, P. Balan, Arunkumar P.T., NJK Triveni, Layam Road,  
Woodlands Junction, Ernakulam)

**VS**

**OPPOSITE PARTIES**

1. Future Generali India Insurance Company Ltd., Corporate and Regd.  
Office, 6<sup>th</sup> Floor, Tower 3, Indiabulls Finance Centre, Senapati Bapat  
Marg, Elphinstone Road, Mumbai, Pin 400013. Rep. by its Managing  
Director
2. Future Generali India Insurance Company Ltd., Door No. 28/3318-B1,  
1<sup>st</sup> Floor, Muscat Towers, S.A. Road, Kadavanthra, Cochin 682 020  
(ops rep. by Adv.Priya A K., VRRRA-5, Vayanasala Road, Chithrapuzha,  
Pin-682 309)

**FINAL ORDER**

**Sreevidhia T.N., Member**

**1) A brief statement of facts of this complaint is as stated below:**

The complainant took a Corona Rakshak Policy from the opposite parties –Future Generali India Insurance Company Limited, on 04.08.2020 under Policy No.CRP-39-20-7534516-00-00. The policy was availed from the 2<sup>nd</sup> opposite party, which is the branch office of the 1<sup>st</sup> opposite party. The complainant is issued with ID card No.CRP1062396 A and the complainant's mother was issued with Health ID card No.CRP1062396B.

The insured persons under the said policy are the complainant and his mother Mrs.Latha Devi. The policy was valid from 20.07.2020 to midnight of

30.04.2021 [9 ½ months (285 days)]. The sum insured or coverage provided by the policy for covid -19 positive hospitalization is Rs.1,50,000/- (Rupees one lakh fifty thousand only) each for both the insured persons. The total premium paid on 09.08.2020 was Rs.3,025/-. On 07.12.2020 the complainant was admitted as inpatient in Amrita Institute of Medical Sciences and Research Centre (AIMS) at Ponekkara P.O., Kochi-41 as he was infected by Covid -19. The Covid 19 Antigen Test conducted on 07.12.2020 shows the result as positive. The complainant was treated at the Department of Respiratory Medicine at AIMS and he was discharged on 12.12.2020. The complainant incurred Rs.54,982/- towards the hospital expense for the treatment of Covid 19 pandemic. The complainant is entitled to get Rs.1,50,000/- from the insurance company. Hence the complainant sent a claim intimation to the opposite parties within time to the mail address of the opposite parties within time to the mail address of the opposite parties on 21.12.2020 and on that day itself, the opposite parties sent a reply mail acknowledging the claim intimation details provided by the complainant and the opposite parties had also required the complainant to furnish the reimbursement Claim form in the prescribed format.

The complainant submitted the Health Insurance Claim form dated 07.01.2021 enclosing six documents including the discharge summary issued by the Amrita Institute of Medical Sciences and Research Centre. The opposite parties in turn issued and acknowledgement dated 15.01.2021 for the receipt of claim documents and the claim was registered as claim No.39-CRP-20-3-924642-01. Thereafter the opposite parties processed the claim and to the utter shock of the complainant the opposite parties issued a claim repudiation letter dated 18.03.2021 stating that **patient has received all medication in oral form. The patient was hospitalized mainly for investigation, evaluation and supportive treatment purpose only. Hospitalization means admission in a hospital designation for Covid 19 treatment by Government, for a minimum period of seventy two (72) consecutive 'Inpatient care' hours.**

The complainant states that as per the policy terms, the opposite parties are liable to honour the insurance claim if the insured is treated at the hospital continuously for more than 72 hours for treatment of Covid. The complainant was treated at the hospital as inpatient from 07.12.2020 to 12.12.2020. During hospitalization, when the blood of the complainant was tested, it was found that the blood potassium level was low and the complainant received medication for the same. The complainant is a hypersensitive patient and the same is also mentioned in the proposal of the policy. At the time of admitting the hospital as inpatient the complainant was diagnosed with systemic hypertension in addition to Covid-19 infection. In such circumstances the inpatient treatment was highly necessary. Therefore the complainant is entitled to get the claim amount from the opposite parties. The opposite parties are duty bound to disburse the claim amount to the complainant without any delay.

The complainant was suffering from breathing issues and tiredness as post Covid syndrome. Hence the complainant could not go for work. After discharge from hospital, the complainant was advised to remain in home quarantine till 18.12.2020 and to appear for review on 24.12.2020.

Since the opposite parties arbitrarily repudiated the reimbursement claim of the complainant, the complainant had to raise funds with much difficulty for meeting the hospital expenses and also to meet the medical expenses after discharge from the hospital as advised by the Doctor. Due to the unjust repudiation of the claim by the opposite parties, the complainant had to run pillar to post for getting the reimbursement. Repudiation of claim from the part of the opposite parties caused much mental agony and pain to the complainant. The opposite party company is practicing unlawful trade practices to generate illegal profit. The opposite party company is liable to honour the terms of the policy and to compensate the complainant. Hence the complainant approached the Commission seeking redressal of his grievance and to get orders directing the opposite party to honour the claim of the complainant and to release the insurance cover amount of Rs.1,50,000/- within a time frame that fixed by the Commission. Also direct the opposite party to pay Rs.1,00,000/- as compensation for the mental agony suffered by

the complainant and to pay Rs.10,000/- as cost of the proceedings to the complainant.

## **2) Notice**

Notice was issued to the 1<sup>st</sup> and 2<sup>nd</sup> opposite parties from this Commission. The notice sent to the 1<sup>st</sup> opposite party returned as left'. The 2<sup>nd</sup> opposite party accepted notice on 07.02.2022. On 07.04.2022 when the case was taken on file 2<sup>nd</sup> opposite party was directed to file their version within 30 days and the case posted to 14.06.2022 and then adj to 14.11.2022. The complainant filed I.A 516/2022 to reject the version filed by the 1<sup>st</sup> and 2<sup>nd</sup> opposite parties dated 14.06.2022. I.A.516/2022 allowed since the 2<sup>nd</sup> opposite party accepted notice on 07.02.2022 and version is filed jointly on 14.06.2022 which is long after the statutory period for filing the version. Hence the version filed by the 1<sup>st</sup> and 2<sup>nd</sup> opposite parties is rejected. The 1<sup>st</sup> and 2<sup>nd</sup> opposite parties are set as ex-parte and the case was posted for evidence.

## **3) Evidence**

Evidence in this case consists of the proof affidavit filed by the complainant and the documentary evidence filed by the complainant which were marked as Exbt.A1 to A10. Evidence closed.

Heard the counsel for the complainant. Opposite party was directed to file argument notes, but argument notes were not filed by the opposite parties.

## **4) The issues came up for consideration in this case are as follows:**

- (i) Whether any deficiency in service or unfair trade practice is proved from the side of the opposite parties towards the complainant?
- (ii) If so, reliefs and costs?

For the sake of convenience we have considered issue Nos. (i) and (ii) together.

Exbt.A1 – is the Corona Raksha Policy with Policy No.CRP-39-20-7534516-00-000

Exbt.A2 is the impatient admission sheet of the complainant V.Ajaychand at Amrita Institute of Medical Science.

Exbt.A3 is the Covid 19 Antigen test result of the complainant, conducted at Amrita Institute of Medical Sciences.

Exbt.A4 is the Certificate issued to the complainant on 18.01.2021 by Amrita Institute of Medical Science.

Exbt.A5 is the Discharge summary of the complainant from Amrita Institute of Medical Science and Research Centre.

Exbt.A6 is the copy of the email communications made between the complainant and the opposite party on various dates.

Exbt.A7 is the copy of the insurance claim form submitted by the complainant.

Exbt.A8 is a copy of the claim document acknowledgment letter dated 15.01.2021

Exbt.A9 is the document recovery intimation dated 20.01.2021

Exbt.A10 is the claim repudiation letter issued by the opposite party dated 18.03.2021.

The complainant had took Corona Raksha policy from the opposite parties on 04.08.2020 under policy No.CRP-3920 7534516. The complainant and his mother were insured under the said policy. The policy was valid from 20.07.2020 to 30.04.2021. The sum insured for covid 19 positive hospitalization is Rs.150000/- each for both the insured persons. The total premium paid for taking the policy was Rs.3025/-. The complainant was admitted as inpatient in Amrita Institute of Medical Science and Research Centre at Ponekkara Kochi, confirmed as Covid 19 positive. He was admitted at the hospital on 07.12.2020 and was discharged on 12.12.2020 after treatment. The complainant had preferred a claim before the opposite party on 21.12.2020 as evidenced by Exbt.A6, email. The complainant had submitted the Health insurance claim form dated 07.01.2021 and health insurance claim form before the opposite party claiming Rs.150000/- The opposite parties issued a claim repudiation letter dated 18.03.2021 stating that the patient was hospitalized mainly for investigation, evaluation and

supportive treatment purposes only. Hospitalization means admission in a hospital designated for Covid 19 treatment by Government for a minimum period of 72 consecutive inpatient care hours”.

Exclusion clause:

Inpatient care means treatment for which the insured person has to stay in a hospital continuously for more than 72 hrs for treatment of Covid.

We have perused Exbt.A1 Corona Raksha Policy. The sum insured as per the policy Rs.150000/- each for two person. Special clauses, conditions, Exclusions and warranties of the Corona Raksha policy also examined in detail.

As per condition 4 of the policy, lumpsum benefit equal to 100% of the sum insured shall be payable on positive diagnosis of Covid 19, requiring hospitalization for a minimum period of three continuous day.

The complainant was diagnosed as Covid positive on 07.12.2020. He was under inpatient treatment for Covid infection from 07.12.2020-12.12.2020 for five days as evidenced by Exbt.A2, A3 and A5 discharge certificate issued by Amrita Institute of Medical Science, Kochi.

As per the policy conditions the complainant was eligible to get a lumpsum benefit of Rs.150000/-. All the conditions of the policy are found beneficial to the complainant as per the available evidence produced in this case. Deficiency in service is proved from the side of the opposite party towards the complainant. The complainant had to suffer huge mental agony, pain and other difficulties due to the deficiency in service of the opposite parties. Issue Nos. (i) and (ii) are found in favour of the complainant and the following orders are hereby passed.

- 1) The opposite parties 1 and 2 shall pay an amount of Rs.1,50,000/- (Rupees One lakh Fifty thousand only) to the complainant.
- 2) The opposite parties 1 and 2 shall pay an amount of rs.10000/- (Rupees ten thousand only) as compensation to the complainant.

- 3) The 1<sup>st</sup> and 2<sup>nd</sup> opposite parties shall pay an amount of Rs 5000/- (Rupees Five thousand only) as cost of the proceedings to the complainant.

The above order shall be complied with by the opposite parties within 45 days from the date of receipt of a copy of this order. If the order is not complied within 45 days, the amount ordered vide order in (1) above shall attract interest at the rate of 7 % from annum from the date of order till the date of realization.

Pronounced in the open commission on the 10<sup>th</sup> day of July 2024

  
Sreevidhya T.N, Member

  
D.B. Binu, President

  
V. Ramachandran, Member