

**Heading1**  
**Heading2**

**Complaint Case No. CC/15/270**  
**( Date of Filing : 19 May 2015 )**

1. DR. RASHMI MITTAL

A-35, NEW FRIENDS COLONY, NEW DELHI-25

NEW DELHI

DELHI

.....Complainant(s)

Versus

1. MAX BUPA HEALTH INSURANCE CO LTD

MAX HOUSE, 1, DR, JHA MARG, OKHLA, NEW DELHI-20

NEW DELHI

DELHI

.....Opp.Party(s)

**BEFORE:**

**HON'BLE MR. SH,SURESH KUMAR GUPTA PRESIDENT**

**HON'BLE MS. HARSHALI KAUR MEMBER**

**HON'BLE MR. RAMESH CHAND YADAV MEMBER**

**PRESENT:** None

.....for the Complainant

**Dated : 06 Jun 2024**

**Final Order / Judgement**

**CONSUMER DISPUTES REDRESSAL COMMISSION-VII**

**DISTRICT: SOUTH-WEST**

**GOVERNMENT OF NCT OF DELHI**

**FIRST FLOOR, PANDIT DEEP CHAND SHARMA SAHKAR BHAWAN**

**SECTOR-20, DWARKA, NEW DELHI-110077**

**CASE NO.CC/270/15**

**Date of Institution:- 30.05.2017**

**Order Reserved on:- 10.05.2024**

**Date of Decision:- 24.06.2024**

**IN THE MATTER OF:**

Dr. Rashmi Mittal

A-35, New Friends Colony,

New Delhi – 110025

..... Complainant

**VERSUS**

MaxBupa Health Insurance Company Limited

Max House, 1, Dr. JhaMarg,

Okhla, New Delhi - 110020

.....Opposite Parties

**Per Dr. HarshaliKaur, Member**

1. The complainant, who was a policyholder of New India Assurance Co. Ltd. from 2007 till 2013 without any break, was informed by her agent at the time of renewal of her policy for the year 2013-14 to shift her policy to the OP company. The complainant alleges that it was made clear by the OP company that the continuity of the insurance would not be affected due to this shift.
2. The complainant, therefore, renewed her Mediclaim policy from the OP for the year 2013-14 w.e.f. 04.09.2013 to 03.09.2014. The insurance policy covered the complainant and her son for the capital sum insured of Rs.5 lakh + Rs.15 Lakh. The complainant, paid the consideration amount of Rs.16704/- to the OP for the policy, which covered cashless facility as well. She was issued a policy bearing no.30251075201300, which she further renewed for another year, i.e. from 04.09.2014 to 03.09.2015, and paid a consideration amount of Rs.19014/- towards this renewal. **Annexure C-2** is a copy of the policies annexed with the complaint.
3. On 18.09.2014 the complainant visited Holy Family Hospital with a complaint of pain in the abdomen and heavy bleeding. She was advised admission to the hospital for further evaluation and management of the disease. The complainant was admitted on 22.09.2014 and discharged from the hospital on 23.09.2014. She underwent a diagnostic hysteroscopy and D & C with polypectomy under GA.
4. Immediately on admission, the complainant states that she had intimated the OP regarding approval of a cashless facility, which the OP had been rejected and hence, she had to arrange the funds to pay for her medical bills on her own. After discharge, the complainant

submitted her claim with all the necessary documents to the OP amounting to Rs.24,565/-. The complainant has annexed the copy of the discharge summary and the bills as **Annexure-C-3**.

5. Despite repeatedly reminding the OP to settle her claim, the OP sent a rejection letter dated 28.04.2015 (**Annexure-4**) instead of settling the complainant's genuine claim. The complainant alleges that the OP had rejected her claim on flimsy grounds under Clause 4 (A) of the terms and conditions of the mediclaim policy, which were never explained to her at the time of accepting the policy/renewal of previous insurers.
6. Shocked at the non-settlement of her claim, the complainant filed the present complaint before this Forum, alleging deficiency of service under section 12 of the Consumer Protection Act 1986. She prays for directions to the OP to settle her claim for the sum of Rs.25,565/- along with interest @24% p.a., Rs.20,000/- towards compensation for mental agony suffered by her and Rs.20,000/- towards the cost of litigation.
7. Notice was issued to the OP, who did not appear despite adequate service, proof of which was filed by the complainant on record. Therefore, the OP was proceeded ex-parte vide order dated 14.12.2015. Thus, the complainant filed ex-parte evidence and written arguments reiterating the averments made in her complaint and proving the documents she had filed to corroborate her case, on record.
8. We have carefully considered the facts and circumstances of the present complaint and have also perused the documents placed on record. We find that the complainant renewed her Mediclaim policy for the year 2013-2014 through her agent who advised her to shift her policy from New India Insurance Co. Ltd. to the OP insurance company. Assured by the continuity provided by the OP in terms of her policy benefits, the complainant paid the premium of Rs.16704/- for the year 2013-2014. She also renewed the same for another year, i.e. 04.09.2014 to 03.09.2014, by paying a sum of Rs.19,014/-.
9. During the insurance period, the complainant was admitted to the Holy Family Hospital on 22.09.2014 and discharged on 23.09.2014. The OP rejected her claim under clause 4 (A) in their letter dated 28.04.2015 (**Annexure-C-4**). The reason for the disallowance is mentioned as follows:

*“As per the submitted documents, it was found that the insured was suffering from Heavy bleeding since 4 to 5 years. From the proposal form, it was found that you have not disclose*

*the same at the time of taking the policy, as per the policy terms and conditions this falls under material non disclosure. It is a pre-existing condition hence claim stands denial as per policy clause 4 (A).”*

10. A bare perusal of the discharge summary (**Annexure-C-3**) shows that the complainant had no history of heavy bleeding, as the same is not mentioned in the discharge summary noted by the hospital. The History taken at the time of admission shows that her LMP (Last Menstrual Period) was on 09.09.2014, and she was admitted with AUB (P) (Abnormal Uterine Bleeding) for hysteroscopy and D & C.
  11. The reason given for the rejection of the complainant's claim was that the complainant was suffering from heavy bleeding since four to five years, which she had not disclosed at the time of taking the policy. This reason is falsified as the complainant was admitted on 22.09.2014 when her last menstrual period was recorded as 09.09.2014. Was there a prolonged history of heavy bleeding the same would have been recorded by the doctors at the time of admission.
  12. Further, since the OP is ex-parte and has chosen not to appear before us, to contest the complaint we have no reason to disbelieve the complainant's testimony, which she has duly supported with documentary evidence.
  13. Hence, allowing the complaint, we direct the OP to process and pay the complainant's claim and pay a sum of Rs.20,000/- towards compensation for the mental agony she suffered, along with Rs.5000/- towards litigation costs.
- A copy of this order is to be sent to all the parties as per rule.
  - File be consigned to record room.
  - Announced in the open court on 24.06.2024.

**[HON'BLE MR. SH,SURESH KUMAR GUPTA]  
PRESIDENT**

**[HON'BLE MS. HARSHALI KAUR]  
MEMBER**

**[HON'BLE MR. RAMESH CHAND YADAV]  
MEMBER**