

IN THE DIST.CONSUMER DISPUTES REDRESSAL COMMISSION
BELAGAVI.

Date of Institution:18.01.2024

Date of final hearing:30.04.2024

Date of Pronouncement:17.05.2024

Dated this 17th May 2024

Complaint No.46/2024

Present: 1) Shri. A.S.Sadalage, President
 2) Smt. S.S.Kadrollimath Member

Complainant/s:

1. Shri. Sangamnath Murgeppa Kardeguddi
Age:76 years, occ:Nil,
R/o: H.No.2241, Kacheri Galli, Shahapur
Belagavi-590003.

(By Sri.A.S.Patil, Adv)

Vs.

Opponent/s:

1. The Oriental Insurance Co.Ltd.,
By its Divisional Manager, Divisional Office,
3rd Floor, Amar Empire, Opp. Fire Brigade,
Khanapur Road, Goaves Circle, Belagavi-590001.

(Op is Exparte)

(Order dictated by Shri. A.S.Sadalage, President)

ORDER

The complainant has filed this complaint U/s 35 of the Consumer Protection Act 2019 against the Op alleging deficiency of service on the part of Ops seeking the following reliefs:

- a) To direct the Op to pay a sum of Rs.1,80,000/- by way of compensation to the complainant along with interest at the rate of 18% p.a. from the date of discharge from the hospital i.e. from 23.09.2020 till its complete realization.
- b) To direct the Op to pay Rs.1,00,000/- towards mental agony, pain & sufferings, hardship etc.
- c) Cost of the complaint be awarded.
- d) Any other relief deems fit be awarded.

2) The brief facts of the complaint are as under:

The complainant is the regular customer of the Op since from the last several years as he is having mediclaim insurance policy in respect of himself and his wife and during the year 2020-21, he is having the above said insurance policy with the Op under policy No.472500/48/2021/224 covering the period from 27.07.2020 to 26.07.2021 and he has paid a premium of Rs.22,395/-. During the subsistence of the above said policy, the complainant was tested positive for the covid-19 disease and accordingly he was diagnosed and treated at KLEs Hospital Belagavi from 15.09.2020 to 23.09.2020 and he also took the regular follow up treatment after the discharge. The said hospital charged and received totally a sum of Rs.1,40,391/- from the complainant and he has also incurred Rs.30,000/- towards the costs of the medicines and other expenses. So the complainant is entitled for the reimbursement of the above said amount from the Op. Accordingly the complainant has approached the Op after his discharge from the said hospital and submitted all the medical records, bills etc., and requested the Op to make the payment of the above said amount. Though the Op has retained the said documents, bills etc., but till today the Op has not made the payment of said amount to the complainant.

3) The wife of the complainant has also been infected with and treated for the covid-19 disease and in respect of her treatment the Op has reimbursed her entire medical expenses. But for the reasons best known to the Op, it has not reimbursed the above said medical expenses of the complainant. So the complainant has issued a legal notice to the Op on 30.10.2023 calling upon him to make the payment of the said amount to him. The said notice was duly served upon the OP, but so for the Op has neither replied to the said notice nor complied with the said notice. The Op being the insurer of the complainant under the policy, he is entitled for that amount. But the Op has not paid the compensation. So it amount to deficiency of service on the part of Op. Hence, the complainant has constrained to file this complaint. Accordingly prayed to allow the complaint and grant the reliefs as prayed above.

4) There is delay in lodging the complaint, the complainant has filed an application U/S 69 of CP Act to condone the delay and that application was allowed and delay has been condoned. After admitting the complaint, the notice has been issued to the Op. In spite of service of notice, the Op insurance company has not appeared and contested the case. So the Op is placed exparte.

5) The complainant to prove his case, has filed his evidence by way of affidavit as PW-1 and got marked 7 documents which are marked at Ex-P1 to P7 and closed the side.

6) We have heard the arguments of the learned counsel for the complainant and perused the records.

7) On the basis of the above pleadings the following points that arises for our consideration.

POINTS

1. Whether the complainant has proved that there is deficiency in service on the part of Op?
2. Whether the complainant is entitled for reliefs as prayed?
3. What order?

8) Our findings on the above points are as under:

Point No. 1: In the Affirmative.

Point No. 2: In the Partly Affirmative.

Point No. 3: As per final Order for the following:-

:: REASONS ::

9) Point No.1: It is specific case of the complainant that he has obtained the mediclaim insurance policy for himself and his wife during the year 2020-21. The policy period was from 27.07.2020 to 26.07.2021. He has paid a premium of Rs.22,395/-. During the subsistence of the above said policy, he was tested positive for the covid-19 disease and he was admitted in KLEs Hospital Belagavi and taken treatment from 15.09.2020 to 23.09.2020 and he has spent Rs.1,40,391/- towards hospital bill and he has also incurred Rs.30,000/- towards costs of the medicines etc. After discharge he has approached the Op and submitted all the documents and bills and requested for reimbursement. But the Op has not paid the amount. The complainant to prove his case, has filed his affidavit evidence as PW-1 wherein he has reiterated the averments made in the complaint. He has produced the 7 documents which are marked at Ex-P1 to P7. Ex-P1 is the mediclaim insurance policy, the policy No.472500/48/2021/224 it clearly shows that the Op Company has issued a mediclaim insurance policy in favour of the complainant and the period of policy is from 27.07.2020 to 26.07.2021 and the complainant has also produced the receipt which shows that he has paid a premium amount of Rs.22,395/-. He has also produced the discharge summary marked at Ex-P2, this document clearly goes to show that the complainant was admitted in KLE Hospital on 15.09.2020 and he was discharge from Hospital on 23.09.2020. Ex-P3 is the inpatient final bill and Ex-P4 is the receipt voucher. The affidavit as well as the above referred documents clearly goes to show that the complainant has obtained the mediclaim insurance policy from the Op and the period is from 27.07.2020 to 26.07.2021 and the discharge summary also shows that he was admitted the

hospital for the disease and taken treatment as in patient. The receipt is also shows that he has also paid a premium amount.

10) The complainant has specifically stated that after discharge from the hospital, he has approached the Op and submitted all the documents and bills etc., and requested for reimbursement of the hospital bills. But they have not paid the amount. Then he has issued a legal notice to the Op, inspite of service of notice the claim was not settled. The complainant in his affidavit deposed accordingly. The copy of legal notice marked at Ex-P5, postal receipt marked at Ex-P6 and postal acknowledgment marked at Ex-P7, these documents clearly shows that the complainant has issued a legal notice to the Op, it is served on him. Inspite of it the Op has not settle the claim. Inspite of service of legal notice the Op has not appeared and contested the case. So it is presumed that the insurance company has admitted the case of the complainant. Considering the affidavit evidence and above referred documents, we hold that the complainant has proved that he was diagnosed positive covid-19 and he has taken treatment in the hospital. But the Op has failed to reimburse the said hospital bill. Hence, it amounts deficiency of service on the part of Op. Accordingly we answer the point No.1 in the Affirmative.

11) Point No.2: The complainant has contended that he has spent Rs.1,40,391/- towards hospital bills and Rs.30,000/- towards medicines and etc. The complainant has sought for relief to direct the Op to pay Rs.1,80,000/- with interest @18% p.a. from the date of discharge from the hospital till complete realization and also sought for relief to direct the Op to pay Rs.1,00,000/- towards mental agony and also award cost of the complaint. The complainant has produced the hospital bills marked at Ex-P3 clearly shows that he has spent Rs.1,34,595/-. Ex-P4 are the medical bills, these documents also clearly goes to shows that the complainant has spent some amount towards the purchase of medicines etc. The complainant has totally claim Rs.1,80,000/-, but as per the policy the sum insured Rs.1,50,000/-. Hence, we hold that the complainant is entitled for that amount with interest at the rate of

6% per annum from the date of the complaint till complete realization. Considering the case of the complainant it is just and proper to award Rs.5,000/- towards mental agony and Rs.2,000/- towards litigation expenses. Accordingly we answer the point No.2 in the partly affirmative.

12) Point No.3: In view of our findings on the above points, we proceed to pass the following:

:ORDER:

The complaint filed by the complainant U/S 35 of Consumer Protection Act 2019 is partly allowed against Op.

The Op is directed to pay Rs.1,50,000/- with interest at the rate of 6% per annum from the date of the complaint till complete realization to the complainant within 45 days from the date of this order.

The Op is directed to pay Rs.5,000/- towards mental agony and Rs.2,000/- towards litigation expenses to the complainant within 45 days from the date of this order.

A copy of this order as per statutory requirements, be provided to the parties free of cost and file shall be consigned to record room along with a copy of this order.

(Order dictated, corrected and then pronounced in the open Commission on: 17th May 2024)

(Smt. S.S.Kadrollimath)
Member

(Shri. A.S.Sadalage)
President
