

M.P.STATE CONSUMER DISPUTES REDRESSAL COMMISSION
PLOT NO. 76, ARERA HILLS, BHOPAL (M.P.)

APPEAL NO. 1100/2023

Smt. Komesh Singh
W/o Nathu Singh
Age 37years,
R/o Village Rancholi
Kharaghpur Morena
Hal sheetla Gali, Khadan Road,
Bamour Tahasil Bamour
District Morena (M.P.)

... Appellant

VERSUS.

1. P.N.B. Housing Finance Ltd.
Through Manager,
Office H-1-A/10,
1st floor, Sector 63,
Noida Electronics City,
Near Metro Station Gate No.2,
Noida (U.P.) – 201301.
 2. I.C.I.C.I. Lombard General Insurance
Company Ltd.
Through Chief Manager,
Registered Office – ICICI Lombard House,
414, Veer Sawarkar Marg,
Near Sidhi Vinayak Mandir
Pabhadevi
Mumbai – (Maharashtra) – 400 025
- ... Respondent

BEFORE:

HON'BLE SHRI A.K. TIWARI, ACTING PRESIDENT
HON'BLE DR. MONIKA MALIK, MEMBER

COUNSEL FOR THE PARTIES:

SHRI PARAG KALE, LEARNED COUNSEL FOR APPELLANT.
NONE FOR RESPONDENT NO.1
SHRI SANJEEV JAISWAL, LEARNED COUNSEL FOR RESPONDENT NO.2.

: 2 :

ORDER
(16.07.2024)

The following order of the Bench was delivered by Dr. Monika Malik, Member.

This appeal by the complainant/appellant is directed against the order dated 7.7.2023, passed by the District Consumer Disputes Redressal Commission, Morena (for short 'District Commission') in complaint case No. 365/2022, whereby the District Commission has dismissed the complaint filed by her.

2. Briefly put, facts of the case are that the complainant/appellant's late husband Nathu Singh (hereinafter referred to as 'deceased/insured'), had got allotted a shop his name from Gaur Sons Hightek Infrastructure Pvt. Ltd. regarding which he had obtained loan from opposite party No.1/respondent No.1-Bank. The loan amount of Rs.24.75,000/- was to be repaid in 152 installments. It is further submitted that her husband has got medical insurance of Rs.25 lakhs regarding which Rs.75,000/- was paid as premium amount. The policy was issued in this regard by opposite party No.2/respondent No.2-Insurance Company, which was valid from 19.3.2019 to 18.3.2024. The complainant/appellant was nominee under the said policy. It is alleged that in December, 2019, the deceased/insured fell ill. Therefore, he was admitted on 10.12.2020 in Birla Hospital, Gwalior, where he died on 11.12.2020. Rs.2 lakhs were spent towards his treatment. When the complainant/appellant approached the Insurance Company regarding payment of claim amount, the same was

denied. Therefore, alleging deficiency in service against the opposite parties, she approached the District Commission, seeking relief.

3. The Insurance Company resisted complaint on the ground that the deceased/insured had died because of Haemorrhagic pancreatitis with Septic Shock with MODS, which is not covered under the terms and conditions of the policy. Also as per medical documents, the deceased/insured was having 'Alcoholic Chronic Liver Disease' and the same is not payable as it is violation of 'General Exclusion' clause. The claim has rightly been denied by the Insurance Company and therefore, prayer for dismissal of complaint was made.

4. Heard. Perused the record.

5. Learned counsel for appellant argued that the deceased/insured had developed pain in stomach and after investigations it was found that his liver had shrunken. There is no evidence that the chronic liver disease, from which the deceased/insured was suffering, was due to consumption of alcohol only. No such medical evidence is there on record. Despite that the claim was denied. The District Commission has therefore, erred in dismissing the complaint.

6. Learned counsel for the Insurance Company argued that the medical and treatment papers available on record, clearly suggest that the deceased/insured regularly consumed alcohol. He was suffering from diabetes mellitus and HTN and was receiving treatment for the same. Since the illness

because of which the deceased/insured died was not covered by the policy terms and conditions, the insurance claim was not payable. He thus, argued that the appeal also deserves to be dismissed.

7. Discharge summary of BIMR Hospitals (Annexure C-5) reveals that final diagnosis of the patient-Nathu Singh is Haemorrhagic pancreatitis/Septic Shock/Multiple Organ Dysfunction. Detailed progress notes at page No. 55 in the record of the District Commission suggest that the deceased/insured was having 'Alcoholic Chronic Liver Disease'. The Insurance Company has denied payment of claim amount on the ground that there is no evidence of any major medical illness and procedures as defined and covered under the policy and also on the ground that the insured was diagnosed with 'Alcoholic Chronic Liver Disease'.

8. Careful perusal of the policy terms and conditions suggest that both the grounds taken by the Insurance Company are not invalid, since the illness of the deceased/insured is not specified to be covered under the policy conditions. Also, the illness caused directly or indirectly by or contributed to by or arising out of usage, consumption or abuse of alcohol and/or drug is not covered.

9. In view of the foregoing discussion, it cannot be held that the Insurance Company has been deficient in the instant matter. We therefore find no illegality and infirmity in the impugned order, which is hereby upheld.

: 5 :

10. The appeal which is devoid of any merit is dismissed, with no order as to costs.

(A.K. TIWARI)
ACTING PRESIDENT

(DR. MONIKA MALIK)
MEMBER

Mercy