

**Date of filing:- 18.11.2023**

**Date of order:-13.05.2024**

**BEFORE THE DISTRICT CONSUMER DISPUTES REDRESSAL  
COMMISSION, KARUR**

**PRESENT:-**

**THIRU N.PARI , M.A., M.L.,**

**PRESIDENT.**

**THIRU A.S. RATHINASAMY, M.Com., B.Ed., B.L.,**

**MEMBER-I**

Monday, the 13<sup>th</sup> day of May 2024

CONSUMER COMPLAINT NO.35/2023

-----

1. S.Sridevi,  
W/o. Siddheswaran,

2. B.Siddheswaran,  
S/o. Balaramalingam,

Both are residing at:  
No.31, Hanumantharayan Kovil Street,  
Karur -639 001.

....Complainant

/Vs/

1. The Manager,  
Star Health and Allied Insurance Co.Ltd.,  
Registered/Corporate Office at:  
No.1, New Tank Street,  
Valluvar Kottam High Road,  
Nungambakkam,  
Chennai – 600 014.

2. The Manager,  
 Star Health and Allied Insurance Co.Ltd.,  
 Having its Karur Branch at;  
 No.74 Second Floor Chella Chambers,  
 Covai Main Road,  
 Karur 639 002.

...Opposite Parties

This complaint came up before us for final hearing on 29/04/2024 in the presence of Thiru.R.Ramaguru, Advocate for the complainant and Thiru.K.Ganesan, Advocate for the 1<sup>st</sup> and 2<sup>nd</sup> Opposite Parties and upon hearing the arguments on the side of the complainant and on the side of the Opposite Parties and perusing the records and having stood over for consideration till this day, this Commission doth pass the following

**ORDER:-**

**DELIVERED BY THIRU A.S. RATHINSAMY, MEMBER-I:-**

This complaint was filed on 18.11.2023 under Section 35 of the Consumer Protection Act, 2019 with the plea to direct the 1<sup>st</sup> and 2<sup>nd</sup> Opposite Parties to pay Rs.6,93,642/-/- paid towards the medical Expenses incurred for the treatment dated from 13.09.2022 to 21.04.2023 for the 2<sup>nd</sup> Complainant and to pay Rs.15,000/- towards transport expenses and to pay Rs.2,00,000/- as compensation towards the mental agony caused to the Complainants due to deficiency of service of the 1<sup>st</sup> and 2<sup>nd</sup> Opposite Parties and to pay a sum of Rs.20,000/- towards the cost of litigation to the Complainants.

**Brief averments in the complaint:-**

2) It submitted by the complainants that the 1<sup>st</sup> Complainant had taken Family Health Optima Insurance Plan jointly with her Husband, the 2<sup>nd</sup> Complainant on 10/09/2019 with 2<sup>nd</sup> Opposite Party for a joint coverage of Rs.10,00,000/- with additional recharge benefit of Rs.5,00,000/- under the

policy number P/121512/01/2020/003627 and hence, both the Complainants are insured persons and the period of coverage of the policy was from 10/09/2019 to 09/09/2020.

3) Further, it is submitted by the Complainants that they have renewed the above policy continuously without any break till the year 2022 and the validity of the above policy expires on the midnight of 09/09/2023 under policy number P/121512/01/2022/005043. In the meanwhile the 2<sup>nd</sup> Complainant has taken treatment in the G.Kuppusamy Naidu Memorial Hospital, Coimbatore on 13/09/2022 and the duty doctor of the above Hospital was attended the 2<sup>nd</sup> Complainant and prescribed complete blood test and also advised him to take MRI scan of brain with Angiogram and Venogram and based on the reports of the above scan and clinical results, Dr.Balasenthil Kumaran M.R has issued Neurosurgery prescription, neurosurgery OP case sheet and prescribed medicine for 30 days to 2<sup>nd</sup> Complainant.

4) It is submitted by the Complainants that even after the completion of 5 days intake of medicines, the 2<sup>nd</sup> Complainant was not well and hence, he was admitted as outpatient in the above Hospital on 20/09/2022 and discharged on 24/09/2022. The 2<sup>nd</sup> Complainant has been given treatment for Basilar Dissection during the above period and the doctors in the above hospital prescribed medicine for 10 days and again the 2<sup>nd</sup> Complainant was admitted in the above Hospital on 04/10/2022 and continued the treatment till 10/10/2022. On 08/10/2022 CT Scan of brain was taken for the 2<sup>nd</sup> Complainant during the course of the treatment in the above period and on 20/04/2023 and 21/04/2023 the 2<sup>nd</sup> Complainant went to the Hospital for review and consulted Dr.Rasmiranjan Padhi M.D. PDCC EBNIR and admitted as inpatient on 21/04/2023 from 08.00a.m to 05.00 p.m. On that day several tests like Radiology Medical and Nur-Care were taken to the 2<sup>nd</sup> Complainant and finally the Doctor issued a discharge summary on 07.15.58 a.m.

5) It is submitted by the Complainants that the above said G.Kuppusamy Naidu Memorial Hospital, Coimbatore, made a claim on 24/09/2022 for cashless treatment with the 1<sup>st</sup> Opposite Party. But, on the same day itself the Opposite Parties sent a reply to the Hospital stating to call for certain documents to approve the cashless treatment and on 24/09/2022 the Opposite Parties sent a denial letter to the 1<sup>st</sup> Complainant since she was the proposer of the policy stating that the required documents were not produced. However, the Opposite Parties repudiated the above claim with liberty to apply for the reimbursement of medical expenses after treatment and also it is stated in the denial letter that the Complainants are having an option of approaching the officer of Grievance Redressal Department if the Complainants are not satisfied with the reply given by the Opposite Parties.

6) It is submitted by the 1<sup>st</sup> Complainant that the Opposite Parties sent letters on 29/02/2022, 05/10/2022 and on 22/10/2022 stating to produce some documents for reimbursement for medical expenses. Therefore the Complainant were scanned the required documents and sent the same to the Opposite Parties. Again on 02/11/2022 the Opposite Parties called for some additional documents. The Complainants were sent all the records called for by the Opposite Parties on 02/11/2022. On receiving the above documents the Opposite Parties sent a letter to the 2<sup>nd</sup> Complainant on 11/11/2022 regarding the treatment given to him in the above GKNM Hospital for Basillar Dissection. It is further stated in the letter that while processing and perusing the claim records it is observed from the medical records that the 2<sup>nd</sup> Complainant has Psoriasis for the past 3 years. But, as per the treating doctors letter reveal that the 2<sup>nd</sup> Complainant is having Psoriasis for one and half years. Here there is a misrepresentation of the facts as per condition 1 of the policy. Hence, the Opposite Parties repudiated the claim on 11/11/2022 and on 17/11/2022 the Opposite Parties sent a reminder letter to the Complainants to produce the

documents regarding Psoriasis and its consultation reports and again the Complainants sent the documents to the Opposite Parties on 29/11/2022. Finally on receiving the above documents the Opposite Parties sent a repudiation letter on 30/11/2022 stating the claim for Basillar Dissection treatment given to the 2<sup>nd</sup> Opposite Party since the Complainants were misrepresented the facts.

7) It is submitted by the Complainants that again they sent a letter to the Opposite Parties on 07/01/2023 through email and on receiving the above mail the 1<sup>st</sup> Opposite Party replied on 28/01/2023 that the claim was in progress for some updation. But, at the same time there was no further communication after 28/01/2023 from the Opposite Parties. The above act and behaviour of the Opposite Parties is nothing but gross negligence in service besides negligence in service which causes mental agony and monetary losses to the Complainant even though the policy was in force. The Opposite Parties are liable to settle the claim. Hence, the complaint.

**Brief averments in the Written Version of the 2<sup>nd</sup> Opposite Party:-**

8) It is submitted by the 2<sup>nd</sup> Opposite Party that this Complaints is against law and not maintainable on facts. All the allegation in the Complaints except those that are specifically admitted herein are denied as false and the Complainants are put to the strict proof of the same.

9) The 2<sup>nd</sup> Opposite Party submits that the Complainants have concealed the pre existing disease at the time of taking Health Care Insurance Policy with the 2<sup>nd</sup> Opposite Party. However, the Opposite Parties called for the medical records for perusal to process the claim. But, the Complainants failed to do so which is amounting to suppression of material facts. The contention of the Complainants is that they have sent all the medical records namely scan report, total blood test report and discharge summaries to the Opposite Parties is totally

false and denied by this Opposite Party. It is false to allege that the Complainant No.2 B.Siddeswaran after taking the medicines prescribed, again went for check up on 20/04/2023 to the above G.Kuppuswamy Naidu Memorial Hospital where some reports were taken and OPD Cash bill was given to him for the medicines prescribed and purchased. The Contention of the Complainants that the Reports and O.P.D cash bill issued to them after consulting the Dr.Rasmiranjan Padhi on 20/04/2023 are denied as false.

10) The 2<sup>nd</sup> Opposite Party submits that it is false to allege that afterwards as directed the Complainant No.2 B.Siddeswaran attended the Hospital on 21/04/2023 for final check up before Dr.Rasmiranjan Pathi MD PDCC EBNIR from 8 am to 5 pm. On that day, several reports like Intervene Radiology Medical & Nur care were taken and the Doctor issued a discharged summary regarding the admission on 21/04/2023 at 07.15.58a.m and on that day around 5 p.m.. All the above averments are specifically denied as false.

11) The 2<sup>nd</sup> Opposite Party submits that the Complainants submitted the claim form for the cashless treatment through the Hospital namely G.Kuppusamy Naidu Memorial Hospital on 24/09/2022 to the 1<sup>st</sup> Opposite Party signed by Dr.Na. Senthilkumaran On 24/09/2022 itself and the 1<sup>st</sup> Opposite Party sent a letter to the Hospital calling for certain documents by their letter of Query on Authorization For Cashless Treatment to the 2<sup>nd</sup> Complainant B.Siddeswaran for the above treatments, based on the above Insurance Policy are not admitted by the Opposite Parties. All the above averments are specifically denied as false.

12) The 2<sup>nd</sup> Opposite Party submits that it is specifically denied as false by the 2<sup>nd</sup> Opposite Party that the claim made for reimbursement was negated on flimsy and unlawful grounds. It is suppression of earlier disease while taking policy. The petitioner intentionally suppressed the continuing disease incurred.

All the above averments are specifically denied as false. It is not admitted that the health claim policy is being taken by the Complainants with the Opposite Party is only to get such heavy medical expenses to be incurred by them and having issued general health policy by the Opposite Parties. All the above averments are specifically denied as false.

13) The 2<sup>nd</sup> Opposite Party submits that it is false to allege that the acts and behaviour of the Opposite Parties are nothing but gross negligence besides deficiency in service concerned of Health Insurance Policy issued to the Complainants which ultimately caused great mental agonies to both the Complainants, frustration besides monetary loss to the Complainant No.2 who is also covered under the insurance policy is in question, having to be compensated by the Opposite Parties, even though it cannot be measured in terms of money. The loss, mental agony stress and strain sustained by the Complainant No.2 for claiming reimbursement of the Hospital bills stated above are to be compensated by the Opposite Parties. All the above averments are specifically denied as false.

14) The 2<sup>nd</sup> Opposite Party submits that the Complainant has suppressed the pre-existing disease to the Opposite Parties, hence the Opposite Parties are not liable to settle any claim made in the complaint as well as the claim towards damages, loss, pain, sufferings and mental agony caused to the Complainants for the deficiency in service. The Opposite Parties never committed the act of deficiency of service. Therefore it is prayed that the Hon'ble Court may be pleased to dismiss the complaint with cost of this Opposite Parties.

**15) The points for consideration in this case are as follows:**

1. Whether the Complainants are entitled to get the reliefs as they prayed for in the complaint?

2. Whether there is a deficiency of service on the Part of the 1 to 5 Opposite Parties towards the Complainants?

3. To what other reliefs the Complainants are entitled for?

16) On the side of the Complainants, the proof affidavit of the 2<sup>nd</sup> Complainant is filed and recorded and Ex-A1 to Ex-A31 are marked on their side and the proof affidavit of the 2<sup>nd</sup> Opposite Party is filed and recorded and Ex-B1 and Ex-B5 are marked on their side.

17) Heard on the side of the Complainants and on the side of the 1<sup>st</sup> and 2<sup>nd</sup> Opposite Parties and perused the records.

**POINT NO.2:-**

18) It is the contention of the complainant that she had taken a Family Health Optima Insurance Plan Policy bearing No.P/121512/01/2020/003627 with the 2<sup>nd</sup> Opposite Party on 10.09.2019 on payment of Rs.31,205/- as premium for the sum assured of Rs.10,00,000/- along with the recharge benefit of Rs.5,00,000/- for herself and for her husband, i.e the 2<sup>nd</sup> Complainant and the 1<sup>st</sup> Complainant is the proposer of the above said policy and the date of commencement of the policy was fell on 10.09.2019 and the complainants have renewed the above said policy regularly without break for the 4<sup>th</sup> time and the 2<sup>nd</sup> Opposite Party finally issued a Policy in this regard under P/121512/01/2022/005043 and the said policy was in force till the midnight of 09.09.2023 and it is evidenced through Ex-A1,Ex-A2,Ex-A3,Ex-A4,Ex-B1 and Ex-B3.

19) On perusing Ex-A8, Ex-A9 and Ex-A13, it is found that the 2<sup>nd</sup> complainant had taken treatment in G.Kuppusamy Naidu Memorial Hospital at Coimbatore from 13/09/2022 to 21/04/2023 as in patient and out patient for the disease of Basilar Dissection and spent Rs.6,93,642/- for medical treatment in the above hospital.It is evidenced through Ex-A14.



20) On perusing records, it is found that the 2<sup>nd</sup> Complainant made a claim through the G.Kuppusamy Naidu Memorial Hospital at Coimbatore as pre-authorisation request for cashless treatment as per Ex-A15 on 20/09/2022 and on 24/09/2022 the pre authorisation request was rejected by the 1<sup>st</sup> Opposite Party stating that the documents submitted are insufficient and instructed to produce some additional documents as per Ex-A16 and also the 1<sup>st</sup> Opposite Party sent a letter to the 1<sup>st</sup> Complainant to send the additional documents for the reimbursement of medical expenses as Per Ex-A17 on 29/09/2022. On receipt of the above letter, the 2<sup>nd</sup> Complainant submitted the required documents to the 1<sup>st</sup> Opposite Party. And there was further letter correspondence between the 1<sup>st</sup> Opposite Party and the 2<sup>nd</sup> Complainant regarding the submission of the additional documents for the reimbursement of medical expenses. It is evidenced through Ex-A18 to Ex-A26. And finally on 30/11/2022, the 1<sup>st</sup> Opposite Party sent a letter as per Ex-A27 to the 1<sup>st</sup> Complainant stating that *“It is Observed from the submitted documents, the insured patient has Psoriasis for the past 3 years. But treating doctor letter states duration of Psoriasis 1.1/2 years (It is evidenced through Ex-B2. Thus there is a discrepancy in the records which amounts to misrepresentation of facts. As per terms and conditions No. 1 of the policy issued to the insured, if there is any misrepresentation whether by the insured person or any other person acting on his behalf, the company is not liable to make any payment in respect of any claim. We are therefore unable to settle the claim under the above policy and we hereby repudiate the claim. The above decision has been taken as per the terms and conditions of the policy and based on the claim details/document submitted.”*

21) It is pertinent to mention that the 2<sup>nd</sup> Complainant again sent a requisition to the 1<sup>st</sup> Opposite Party on 07/01/2023 as per Ex-A28 to know about the status of his Claim process and on receiving the above mail, the 1<sup>st</sup> Opposite Party

replied the 2<sup>nd</sup> Complainant that his claim was in progress. It is evidenced through Ex-A29. On perusal of records and considering the facts and circumstances of the case, the reason insisted by the 1<sup>st</sup> Opposite Party for the repudiation of the claim is that the 2<sup>nd</sup> Complainant suppressed the fact that he was taking treatment for Psoriasis for the past three years as specified in the Ex-A8 and at the same time it is certified by the Dermatologist one Dr. Ramachandran that the 2<sup>nd</sup> Complainant was taking treatment for past 1.1/2 years for Psoriasis and here there is a contradiction and it is against the condition No.1 of the policy specified as suppression of material fact as per Ex-B4. Hence the claim of the 2<sup>nd</sup> Complainant is repudiated.

22) On perusal of records and considering the facts and circumstances of the case, the 2<sup>nd</sup> Complainant underwent a treatment for Basilar Dissection and not for Psoriasis. The purpose of disclosure of Pre-existing disease is to prevent the insured person from making unlawful claim for the diseases having recurrence in nature and also the insurance companies have fixed 4 years time as waiting period for pre-existing disease. In this case, the Complainant has not taken treatment for Psoriasis instead he has taken treatment for Basilar Dissection which occurs in an acute condition and not due to Psoriasis. If so, it is the duty of the Opposite Parties to prove the same by adducing proper evidence to show that the Basilar Dissection occurs only due to the continuation of Psoriasis. But the Opposite Parties failed to do so. And also it is not listed in the Policy conditions, as per Ex-B4 in page No.8 that the disease of Psoriasis and the Basilar Dissections are coming under the Pre-existing disease category and the insured should wait for 4 years for the claim and those diseases are not excluded from claims in policy condition. At the time of taking policy the 2<sup>nd</sup> Opposite Party has accepted the medical certificate of the 2<sup>nd</sup> Complainant and issued the Policy certificate. Therefore it is the duty of the Opposite Party to sanction the Claim of the Complainant. In this regard, **“The Honourable Supreme Court**

has already decided in **Manmohan Nandha Vs. United India Assurance Company Ltd., (2021) SCC** as: *“If the insured suffers a sudden sickness that is not expressly excluded under the policy, the insurer is to indemnify the expenses incurred”* and also it is cited that *“If the Insurance company had any confusion about the medical condition of the Complainant, they should not have issued the instant policy to him. However once they had issued such policy, after considering the report of the Doctor, it was obligatory upon them to honour the claim submitted by the insured”*. Hence the rejection of the claim of the 2<sup>nd</sup> Complainant is not justifiable and this commission is of the view that there is a deficiency of service on the part of the 1<sup>st</sup> and 2<sup>nd</sup> Opposite Parties in repudiating the claim of the 2<sup>nd</sup> Complainant and this point is answered accordingly.

**POINT NO.1:-**

16) In view of the findings given in Point No.2, it is held that the 1<sup>st</sup> and 2<sup>nd</sup> Opposite parties are liable to pay the claim of the Complainants towards the medical expenses which amounts to a sum of Rs.6,93,642/- with interest at the rate of 9% p.a from 24/09/2022 on which date the claim was repudiated by the 1<sup>st</sup> Opposite party till the date of realization and to pay a sum of Rs.2,00,000/- with interest at the rate of 9% p.a from the date filing of the complaint till the date of realization towards the compensation for the mental agony caused to the Complainant due to the deficiency of service of the 1<sup>st</sup> and 2<sup>nd</sup> Opposite Parties and to pay a sum of Rs.10,000/- towards litigation expenses and this point is answered accordingly.

**POINT NO.3:-**

17) In view of the findings given in point Nos.1 and 2, the Complainant is not entitled for any other reliefs and this point is answered accordingly.

In the result, the complaint is allowed and the 1<sup>st</sup> and 2<sup>nd</sup> Opposite Parties are directed to pay the Claim amount of Rs.6,93,642 /- towards the medical expenses with an interest at the rate of 9% p.a from 24/09/2022 on which date the claim was repudiated, till the date of realization and to pay a compensation of Rs.2,00,000/- with an interest at the rate of 9% p.a from the date of filing of the complaint till the date of realization to the Complainant towards the mental agony caused to the Complainant due to the deficiency of service on the part of the 1<sup>st</sup> and 2<sup>nd</sup> Opposite Parties and to pay a sum of Rs.10,000/- which carries no interest towards the cost of litigation jointly and severally to the 1<sup>st</sup> and 2<sup>nd</sup> Complainants within one month from the date of the order.

This order is dictated to the Steno-typist, typed by him, corrected and pronounced by us in open Court on this the 13<sup>th</sup> day of May 2024.

Sd/- A.S.RATHINASAMY  
MEMBER-I  
DCDRC, KARUR.

Sd/- N.PARI  
PRESIDENT,  
DCDRC, KARUR.

**LIST OF WITNESSES AND EXHIBITS:-**

**COMPLAINANT'S SIDE WITNESSES:-**

1. Siddeswaran- (The 2<sup>nd</sup> Complainant)  
Proof affidavit is filed and recorded.

**COMPLAINANT'S SIDE EXHIBITS:-**

Ex.A1.	10/09/2019	First year Family Health Optima Insurance Plan Policy No.O/121512/012020/003627 from 10/09/2019 13.24.52 hours to 09/10/2020 midnight, stamped receipt issued by 2 <sup>nd</sup>	Originals
--------	------------	--	-----------

		Opposite Party	
Ex.A2.	10/09/2020	Second year Renewed Family Health Optima Insurance Policy No.P/121512/ 01/2020 003627 concerned of the period from 10/09/2020 to 09/10/2021 midnight with the stamped receipt dt. 07/09/2020 issued by 2 <sup>nd</sup> Opposite Party	Originals
Ex.A3.	10/09/2021	3 <sup>rd</sup> year renewed Family Health Optima Insurance Policy No.P/121512/01/2022/005043 concerned of the period from 10/09/2020 to 09/10/2022 midnight with the stamped receipt dt.21/08/2021 issued by 2 <sup>nd</sup> Opposite Party	Originals
Ex.A4.	10/09/2019	4 <sup>th</sup> year renewed Family Health Optima Insurance Policy No.P/121512/01/2022 05043 concerned of the period from 10/09/2022 to 09/10/2023 midnight with the stamped receipt dt.23/08/2022 issued by 2 <sup>nd</sup> Opposite Party	Xerox Copy
Ex.A5.	13/09/2022	Blood Test reports of Division of Clinical Pathology under Department of Laboratory medicine and division of Bio Chemistry of the Hospital regarding Glycosylated heamo globin (dorect): Whole Blood.	Two Original reports
Ex.A6.	13/09/2022	MRI Scane of Brain with Angiogram and Venogram report of department of radiology of G.Kuppuswamy Naidu Memorial Hospital	Original
Ex.A7.	14/09/2022	Dr.Bala Senthilkumaran MR has issued Neurosurgery Prescription and Neurosurgery OP case sheet	Certified copy
Ex.A8	24/09/2022	The discharge summary of Dr.Bala Senthilkumaran MR for the treatment given for the periods from 20/09/2022 to 24/09/2022 to the Complainant No.2 B.Siddhas waran in the above Hospital along with the medical reports concerned of MRI Scan dt.23/09/2022 and discharge prescription concerned of the medicines suggested for 10 days	Originals
Ex.A9	10/10/2022	The discharge summary of Dr.Bala Senthilkumaran MR for the treatments given for the periods from 04/10/2022 to 10/10/2022 to the Complainant No.2 B.Siddheswaran in the above Hospital along with the medical reports concerned of CT Brain Plain Scan Dt.08/10/2022	Xerox copies

Ex.A10	24/09/2022	Inpatient record sheets of the Hospital concerned for the treatments given to the Complainant No.2 B.Siddeswaran for the periods from 20/09/2022 to 24/09/2022	Xerox Copies
Ex.A11	10/10/2022	Inpatient record sheets of the Hospital concerned for the treatments given to the Complainant No.2 B.Siddheswaran for the periods from 04/10/2022 to 10/10/2022	Xerox Copies
Ex.A12	20/04/2023	Reports and O.P.D. cash bill issued to him after consulting the Dr.Rasmiranjan Padhi on 20/04/2023	Originals
Ex.A13	21/04/2023	Discharge summary signed by Dr.Rasmiranjan Padhi MD PDCCEBNIR regarding the admission on 21/04/2023 at 07.15.58 a.m. and discharge on that day around 5 p.m. with medical reports and bills.	Originals
Ex.A14	18/05/2023	Consolidated Patient O.P Bill summary for the total payment of Rs.6,93,642 paid by the 2 <sup>nd</sup> Complainant to the Hospital for the periods of treatment from 13/09/2022 to 21/04/2023.	Original 5 pages
Ex.A15	24/09/2022	Claim from of the Hospital and the query made by the Opposite Party dt.24/09/2022	Xerox Copy
Ex.A16	24/09/2022	Denial letter of preauthorisation request for cashless treatment sent to the Complainant No.1 Mrs.S.Sridevi as she being the proposer of the policy by the Opposite Party	Served Original
Ex.A17 series	29/09/2022 and 05/10/2022	Letters of the Opposite Party sent two letters on 29/09/2022 and 05/10/2022 calling for certain documents for reimbursement of Medical Claim to the Complainant No.1 S.Sridevi	Served Copies, Originals
Ex.A18	22/10/2022	Letters of the Opposite Party calling for certain documents for reimbursement of Medical Claim to the Complainant No.1 S.Sridevi	Xerox Copy
Ex.A19	01/11/2022 11.51	Online letter of acknowledgement for receipt of documents sent to the 2 <sup>nd</sup> Complainant B.Siddheswaran by the Opposite Party.	Online original letter
Ex.A20	02/11/2022	The letter of the Opposite Party called for additional documents from Complainant No.1 S.Sridevi	Online Original
Ex.A21	On	The 2 <sup>nd</sup> Complainant B.Siddeswaran from his	Original of

	02/11/2022 at 20.35 hours	mail <a href="mailto:i.d.siddheswarahb@gamil.com">i.d.siddheswarahb@gamil.com</a> to the customer care of the above hospital i.e. <a href="mailto:customercare@gknmh.org">customercare@gknmh.org</a>	online copy
Ex.A22	06/11/2022	The Opposite Party sent a first reminder to the first Complainant S.Sridevi for their letter dt.22/10/2022	Served Copy
Ex.A23	10/11/2022 11.24	Online letter of acknowledgment for receipt of the additional documents sent to the 2 <sup>nd</sup> Complainant B.Siddeswaran by the Opposite Party	Online Original
Ex.A24	11/11/2022	The Opposite Party sent a letter to the 2 <sup>nd</sup> Complainant B.Siddeswaran regarding his treatment given for basilar Dissection denying the claim as misrepresentation of facts.	Online original
Ex.A25	17/11/2022	1 <sup>st</sup> reminder of Opposite Party to the Complainant No.1 calling for document regarding the Psoriasis since 3 years to send consultation report etc.	Served original
Ex.A26	29/11/2022	Online letter of acknowledgement for receipt of the additional documents was sent to the 2 <sup>nd</sup> Complainant B.Siddeswaran by the Opposite Party	Online original
Ex.A27	30/11/2022	The Opposite Party sent a letter to the 1 <sup>st</sup> Complainant S.Sridevi regarding treatment given for basilar dissection to her his band B.Siddheswaran denying the claim as misrepresentation of facts	Original served copy
Ex.A28	07/01/2023	E-mail letter sent by Agency care cell corporate office Chennai 8 to claims <a href="mailto:Escalations@starhealth.in">Escalations@starhealth.in</a> forwarding the letter of the 2 <sup>nd</sup> Complainant B.Siddeswaran through his mail id. for the claim intimation No.CIR 2023/121512/0845277	Online Original
Ex.A29	28/01/2023 at 11.40 hours	Email reply was received from <a href="mailto:Escalations@starhealth.in">Escalations@starhealth.in</a> of Star Health Insurance to the email id of the 2 <sup>nd</sup> Complainant B.Siddeswaran	Online original
Ex.A30	---	Aadhaar card of the 1 <sup>st</sup> Complainant	Xerox copy
Ex.A31	---	Aadhaar card of the 2 <sup>nd</sup> Complainant	Xerox copy

**OPPOSITE PARTY'S SIDE WITNESS:-**

T.Raja –Trichy Divisional Branch Manager

(Star Health Insurance Co.Ltd.,-Karur)

(Proof affidavit is filed and recorded)

**OPPOSITE PARTY'S SIDE EXHIBITS:-**

Ex.B1.	Certificate copy of policy	Xerox Copy
Ex.B2	Certificate issued by the Selam private Doctor	Xerox Copy
Ex.B3	Policy application	Photo Copy
Ex.B4	Policy schedule and terms and conditions	Photo copy
Ex.B5	2 copies of discharge summarty	Photo Copy

**Sd/- A.S.RATHINASAMY  
MEMBER-I  
DCDRC, KARUR.**

**Sd/- N.PARI  
PRESIDENT,  
DCDRC, KARUR.**