

29.08.2019 passed in C.C. 820/2019 by the District Commission, Chandigarh. Alleging that the aforesaid acts of omission and commission on the part of the OPs amount to deficiency in service and unfair trade practice, the complainant has filed the instant complaint seeking directions to the OPs to pay the claim of Rs.1,95,000/- and compensation for mental agony and physical harassment as well as litigation expenses.

2. In their written version, the OPs while admitting the factual matrix of the case have pleaded that after intimation of claim, the Insurance Company having not received proper reply and documents requisitioned by the competent authority for proper adjudication of the matter as per the Contract of Insurance, hired the services of Dr. Biswendu Bardhan of M/s ICG Services to find the facts about the matter in issue. The Investigating Doctor/their representatives, after visiting the hospital, perusal of medical records, collecting copies of the same vide report dated 11.05.2019, submitted to the OPs and concluded that as per the available documents, though Sh. Amit Gautam, complainant was admitted in the hospital at Zirakpur for acute right limb vascular occlusion and conservative treatment given, yet the hospital indoor case papers as collected showed that various material discrepancies of dates and events besides having no pre and post OPD consultations, no confirmative report of the Doctors / consultants and concealment of other material facts by the complainant and hospital authorities both. It has further been stated that it was not possible to take decision on the merits of the case as the information and documents required from the complainant were relevant and hence rejected the claim as NO RESPONSE vide letter dated 15.01.2020, as per the exclusion/clause Section 3, General Conditions (h) claim payment (1) of the Policy. The remaining allegations have been denied, being false. Pleading that there is no deficiency in service or unfair trade practice on their part, the OPs prayed for dismissal of the complaint.
3. The complainant filed replication to the written reply of OPs and controverted their stand and reiterating his own.
4. Parties filed their respective affidavits and documents in support of their case.
5. We have heard the Counsel for the contesting parties and have gone through the documents on record including written submissions.
6. It is observed from the documentary evidence on record that the complainant was covered under the policy in question when he took the treatment for acute right limb vascular occlusion as is clear from discharge summary (Annexure C-4) and incurred Rs.1,95,000/- on his treatment as is depicted from Annexure C-3 (Colly.). It is also observed from the documents on record that the complainant was admitted in the hospital on 09.04.2019 for treatment of his right leg and discharged on 11.04.2019. It is also observed that the complainant had submitted all the documents so received from the Hospital to the OPs for getting the claim. Even the Investigating Officer of the OPs after visiting the hospital and going through the medical record and documents in his report dated 11.05.2019 submitted to the OPs has opined that the complainant was admitted in the hospital at Zirakpur for acute right limb vascular occlusion and conservative treatment was given. In our considered view, it is the duty of the OPs/their investigating officers to collect the pre and post OPD consultations, if any, in case, they are not satisfied with the documents so furnished by the complainant and the hospital. The complainant should not be harassed by the OPs by demanding unnecessary documents which are not in his possession. Hence, the claim of the complainant was wrongly repudiated by the OPs.
7. It is usual with the insurance company to show all types of green pasters to the customer at the time of selling insurance policies, and when it comes to payment of the insurance claim, they invent all sort of excuses to deny the claim. In the facts of this case, ratio of the decision of Hon'ble Apex Court in case of *Dharmendra Goel Vs. Oriental Insurance Co. Ltd., III (2008) CPJ 63 (SC)* is fully attracted, wherein it was held that, Insurance Company being in a dominant position, often acts in an unreasonable manner and after having accepted the value of a particular insured goods, disowns that very figure on one pretext or the other, when they are called upon to pay compensation. This 'take it or leave it', attitude is clearly unwarranted not only as being bad in law, but ethically indefensible. It is generally seen that the insurance companies are only interested in earning the premiums and find ways and means to decline claims.

In similar set of facts the Hon'ble Punjab & Haryana High Court in case titled as *New India Assurance Company Limited Vs. Smt.Usha Yadav & Others 2008(3) RCR (Civil) Page III* went on to hold as under:-

"It seems that the insurance companies are only interested in earning the premiums and find ways and means to decline claims. All conditions which generally are hidden, need to be

simplified so that these are easily understood by a person at the time of buying any policy. The Insurance Companies in such cases rely upon clauses of the agreement, which a person is generally made to sign on dotted lines at the time of obtaining policy. Insurance Company also directed to pay costs of Rs.5000/- for luxury litigation, being rich.

In view of the above discussion, we hold that the OPs-Insurance Company have wrongly and illegally rejected the claim under the policy.

8. For the reasons recorded above, the present complaint deserves to be partly allowed and the same is accordingly partly allowed. The OPs are directed to pay Rs.1,95,000/- as reimbursement of mediclaim to the complainant along with interest @ 9% p.a. from the date of letter dated 15.01.2020 till the date of its actual payment to the complainant.
9. This order be complied with by the OP(s) within 60 days from the date of receipt of its certified copy.
10. The pending application(s), if any, stands disposed of accordingly.
11. Certified copies of this order be sent to the parties as per rules. The file be consigned.

Announced in open Commission

04.06.2024

Sd/-

(AMRINDER SINGH SIDHU)

PRESIDENT

Sd/-

(B.M.SHARMA)

MEMBER