

**DISTRICT CONSUMER DISPUTE REDRESSAL COMMISSION-V, NORTH-WEST GOVT. OF  
NCT OF DELHI  
CSC-BLOCK-C, POCKET-C, SHALIMAR BAGH, DELHI-110088.**

**Complaint Case No. CC/885/2013  
( Date of Filing : 06 Jun 2013 )**

1. RAJENDER

N.A.

.....Complainant(s)

Versus

1. UNITED INDIA INSURANCE CO.LTD.

N.A.

.....Opp.Party(s)

**BEFORE:**

**NIPUR CHANDNA PRESIDING MEMBER**

**PRESENT:**

**Dated : 06 Jun 2024**

**Final Order / Judgement**

**MS. NIPUR CHANDNA, MEMBER**

**ORDER**

**06.06.2024**

1. A complaint under Section 12 of Consumer Protection Act filed. In brief the facts are that complainant is the mediclaim policy holder of OP Ins. Co. vide policy bearing no. 042301/48/12/06/00002231 w.e.f. 12.11.2012 to 11.11.2013 for a sum insured of Rs. 2 Lakhs. It is stated by the complainant that he is mediclaim policy holder of the Ins. Co. since 2009.

2. On 25.04.2013, complainant was admitted to Saroj Hospital for severe chest pain. On diagnosis he was treated with the ailment of coronary angioplasty. The complainant was admitted in the hospital on 25.04.2013 and was discharged on 28.04.2013. The total expenses incurred on the treatment was to the tune of Rs. 1,97,184/-. It is alleged by the complainant that being insured with Op Ins. Co. he approached OP co. for reimbursement of the medical expenses incurred during the admission. After processing the claim on 27.09.2013 OP reimbursed a sum of Rs. 40,000/- against the total bill of Rs. 1,97,184/-. It is alleged by the complainant that OP arbitrarily rejected the remaining amount of Rs. 1,57,000/- out of the total claim of Rs. 1,97,184/- as such he approached OP and requested it to reconsider the claim. The officials of the OP neither paid any heed to his request nor had released the balance sum of Rs. 1,57,000/-. Being aggrieved by the conduct of official of OP complainant approached this Commission for redressal of his grievance.

3. Notice of the complaint was sent to OP. OP filed its written statement wherein it denied any deficiency in service on its part. It is further stated that the claim of the complainant is barred under clause 1.2 of the policy terms and conditions which states as under:

***1.2 in the event of any claim (s) becoming admissible under this scheme the company will through TPA to the Hospital/Nursing home or the insured person the amount of such expenses as would fall under different heads mentioned below, and as are reasonably and necessarily incurred thereof by or on behalf of such insured person but exceeding the sum insured in aggregate mentioned in the schedule hereto:***

***Expenses in respect of the following illness will be restricted as detailed below***

<b>Hospitalization benefit</b>	<b>Limit for each hospitalization</b>
a. Cataract	10% of the SI subject to maximum of Rs. 25,000/-
b. Hernia	15% of the SI subject to maximum of Rs. 30,000/-
c. Hysterectomy	20% of the SI subject to maximum of Rs. 50,000/-
<b>D. following specified major surgeries:</b>	
i cardiac surgeries	
ii cancer surgeries	
iii brain tumor surgeries	70% of the SI subject to maximum of Rs. 4,00,000/-
iv pacemaker implantation for sick, sinus syndrome	
v Hip replacement	
vi knee joint replacement	

***Pre and post hospitalization in respect of any illness- actual expenses subject to maximum of 10% of SI.***

It is further stated that the claim of the complainant was rightly settled in terms of the clause 1.2 of the policy terms and conditions, hence, present complaint be dismissed having no merits.

4. Rejoinder to the WS of OP filed, wherein the complainant had simply denied the averments and reiterated the contents of the complaint.

5. Complainant filed his evidence by way of affidavit wherein he has corroborated the contents of his complaint.

6. Complainant has placed on record copy of policy and its terms and conditions, copy of final bills and payments detail in support of his contention.
7. Sh. Shyam Singh Manager filed his evidence by way of affidavit on behalf of OP.
8. Written arguments filed by the parties.
9. We have heard the arguments advance at the bar by Sh. Sony AR for complainant. Despite ample opportunity OP counsel failed to address the arguments and have perused the record.
10. The sole question for our consideration in the present complaint case is whether the settlement of the claim of the complainant by OP Ins. Co. to the tune of Rs. 40,000/- out of the total sum of Rs. 1,97,184/- is justified or not.
11. The OP Ins. Co. has stated in its written statement that the claim of the complainant squarely covered under clause 1.2 of the policy terms and conditions and according to the terms mentioned in clause 1.2 the claim of the complainant was rightly reimbursed to the tune of Rs. 40,000/-. The relevant portion of clause 1.2 of the policy terms and conditions is reproduced as under:-

***1.2 in the event of any claim (s) becoming admissible under this scheme the company will through TPA to the Hospital/Nursing home or the insured person the amount of such expenses as would fall under different heads mentioned below, and as are reasonably and necessarily incurred thereof by or on behalf of such insured person but exceeding the sum insured in aggregate mentioned in the schedule hereto:***

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<b>ii cancer surgeries</b>	
<b>iii brain tumor surgeries</b>	
<b>iv pacemaker implantation for sick, sinus syndrome</b>	
<b>v Hip replacement</b>	

**vi knee joint replacement**

12. The bare perusal of the aforesaid clause makes it clear that in case of cardiac surgery the insured is eligible for 70% of the SI subject to maximum of Rs. 4,00,000/-. Admittedly, in the present complaint case the complainant has undergone coronary angioplasty (PTCA) as well as (CAG) and incurred the expenses to the tune of Rs. 1,97,184/- during hospitalization . The OP Ins. Co. on the one hand itself admitted that the complainant is entitled for 70% of the SI in case of cardiac surgery and on the other hand reimburse the complainant to the tune of Rs. 40,000/- against the total claim of Rs. 1,97,184/- completely ignoring clause 1.2 (d) of the policy terms and conditions under the pretext of which OP Ins. Co. justify its settlement of Rs. 40,000/-.

13. In view of the above discussion we are of the considered opinion that the settlement of the claim of the complainant to the tune of Rs. 40,000/- by OP Ins. Co. is unjustified and arbitrarily resulting in the deficiency in service on the part of OP Ins. Co. Holding OP guilty of deficiency in service we direct it as under

i) pay to the complainant 70% of the total bill as total sum insured is Rs. 2 Lakhs after deducting Rs. 40,000/- (already paid) along with interest @ 6% p.a from the date of filing of the complaint i.e. 19.11.2013 till realization.

ii) pay to the complainant a sum of Rs. 15,000/- on account pain and mental agony suffered by him which will also include cost of litigation.

14. OP is directed to comply the order within 30 days from the date of receipt of this order failing which OP is liable to pay to the complainant interest @9% per annum from the date of non-compliance till realization.

15. Copy of the order be given to the parties free of cost as per order dated 04.04.2022 of Hon'ble State Commission after receiving the application from the parties in the registry. Order be uploaded on [www.confonet.nic.in](http://www.confonet.nic.in).

Announced in open Commission on **06.06.2024.**

**(SANJAY KUMAR)****(NIPUR CHANDNA)****(RAJESH)****PRESIDENT****MEMBER****MEMBER****[ NIPUR CHANDNA]**

**PRESIDING MEMBER**