

DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION, ERNAKULAM**Dated this the 29th day of October 2025****Filed on: 10.03.2025**

Shri. D.B. Binu
Shri. V. Ramachandran
Smt. SreevidhiaT.N

Hon'ble President
Hon'ble Member
Hon'ble Member

C.C No. 341 of 2025**COMPLAINANT:**

lype P Joseph, Perumpallitharayil Mothirakanni P.O. Kuttikad Chalakudy-680
724.

(By Adv.Vinu Elizabeth Sasi, 10D, Tiknar Olina, Marottichodu, Edappally)

VS**OPPOSITE PARTIES:**

1. Future Generali India Insurance Company Ltd., 3rd floor, Central
Warehousing Corporation Building, Maveli Road, Kadavanthara, Ernakulam
Kerala-682 020 Represented by Authorised signatory.

2. Future General Health (FGH), Future Generali India Insurance Co. Ltd.
Office No. 3, 3rd floor, Building A, G-O-Square Sr. No 249 + 250, Near Mankar
Chowk Aundh Hinjewadi Link Road, Wakad Pune, Maharashtra-411 057
Represented by Authorised signatory.

(ops1 and 2 rep. by Adv.AlbinA.Joseph, SSA Legal Rama Square, Pachalam)

FINAL ORDER**D.B. BINU, PRESIDENT:**

1. A brief statement of facts of this complaint is as stated below:

The Complainant, a consumer under Section 2(7) of the Consumer Protection Act, 2019, availed a group health insurance policy from Opposite Party No.2 (the insurer), administered through Opposite Party No.1 (its Policy Servicing Office at Cochin), bearing Policy & Certificate No. FGS-39-24-7006584-00-000 and Member ID FGS1165895A, for the period 05-04-2024 to

04-04-2025, on payment of ₹2,69,000/- as premium. The policy provides individual (self) coverage up to ₹5,00,000/-. On 15-12-2024, the Complainant was admitted to Apollo Adlux Hospital, Karukutty, Ernakulam, with bulbar urethral stricture, posterior urethral calculus, Type-2 diabetes mellitus, and systemic hypertension. A VIU (visual internal urethrotomy) under general anaesthesia was performed on 17-12-2024; discharge followed on 18-12-2024 with a total bill of ₹71,553/-. The hospital submitted the claim directly to Opposite Party No.1. By Authorization Letter No. TC100593775 dated 18-12-2024 (Claim No. 39-FG5-24-3-695691-01), Opposite Parties approved only ₹35,000/-, citing exhaustion of the sub-limit for urinary stone removal. The Complainant contends this reduction is untenable because the procedure was for urethral stricture, not stone removal, as borne out by the discharge summary, leaving ₹36,553/- unreimbursed. Despite calls and an email dated 09-01-2025 to Opposite Party No.1, no redress ensued. Cause of action arose on 18-12-2024 at Ernakulam, prompting this complaint for deficiency of service.

2. NOTICE:

This Commission issued notices to the Opposite Parties, who thereafter entered appearance and filed their written versions.

3. THE VERSION OF THE OPPOSITE PARTIES 1 AND 2:

The Complainant is a member under a Group Health Insurance Policy No. FGS-39-24-7006584-00-000 issued by Opposite Parties No.1 & 2. On 15-12-2024, the Complainant was admitted to Apollo Adlux Hospital and on 17-12-2024 underwent VIU under GA for posterior urethral calculus with coexisting bulbar urethral stricture. Against a hospital bill of ₹71,553/-, a claim was lodged. After investigation and scrutiny of the discharge summary and operation notes, the Opposite Parties concluded that the procedure constituted urinary stone (calculus) removal. Invoking Special Condition (h) of the policy—“Urinary Stone (incl. DJ stent removal for same stone) – ₹35,000”—they capped

admissibility at ₹35,000/- and settled the claim accordingly, issuing the claim settlement letter dated 31-12-2024. The Opposite Parties state the Complainant has a history of urinary stone surgery in 2023, and that the urethral stricture is a complication of chronic calculus disease. They also rely on the Complainant's email dated 09-01-2025 describing the procedure as "VIU under GA for posterior urethral calculus." Denying deficiency, unfair trade practice, and cause of action, the Opposite Parties assert that the insurance contract must be strictly construed, the cap applies, and the demand for the balance of ₹36,553 with interest and compensation is untenable. They seek dismissal of the complaint.

4. EVIDENCE:

The Complainant filed a proof affidavit along with eight documents, marked **Exbt.A1-A8**:

- **Exbt.A1: Copy of insurance policy**
- **Exbt.A2: Insurance e-card of the Complainant**
- **Exbt.A3: Hospital bill dated 22.12.2024**
- **Exbt.A4: Discharge summary dated 18.12.2024**
- **Exbt.A5: Letter of partial repudiation dated 18.12.2024**
- **Exbt.A6: Email sent by the Complainant to the Opposite Parties dated 09.01.2025**
- **Exbt.A7: Email sent by the Opposite Party to the Complainant dated 30.01.2025**
- **Exbt.A8: Original doctor's certificate issued by Dr. P. Roy John, Apollo Adlux Hospital, Karukutty, Ernakulam**

The Opposite Parties filed a proof affidavit with five documents, marked **Exbt.B1-B5**.

- **Exbt.B1: Authority letter issued by Future Generali India Insurance Company.**
- **Exbt.B2: Policy schedule.**
- **Exbt.B3: Policy wordings.**
- **Exbt.B4: Discharge summary with medical bills.**
- **Exbt.B5: Claim settlement letter dated 31.12.2024.**

5. POINTS FOR CONSIDERATION:

- i) Whether the complaint is maintainable or not?
- ii) Whether there is any deficiency in service or unfair trade practice by the opposite parties?
- iii) If so, whether the complainant is entitled to any relief?
- iv) Costs of the proceedings, if any?

6. Summary of Written Argument Of the Complainant:

- The Complainant availed a group health insurance policy from the Opposite Parties (**Exbt.A1**).
- He was admitted to Apollo Adlux Hospital on an emergency basis with urinary retention, abdominal pain and hematuria (**Exbt.A4**).
- The discharge summary records the primary diagnosis as Bulbar Urethral Stricture (**Exbt.A4**).
- On 17-12-2024, the Complainant underwent Visual Internal Urethrotomy (VIU) under GA, a standard procedure for urethral stricture (**Exbt.A4**).
- Past history of ureteric stones and Type-2 diabetes was incidental to this admission; the Opposite Parties cherry-picked the reference to “calculus” to apply a sub-limit, ignoring the primary diagnosis and treatment (**Exbt.A4; Exbt.A1**).
- Total hospital expenditure was ₹71,553/- (**Exbt.A3**).
- For the cashless claim, the hospital submitted bills and documents; the Opposite Parties approved only ₹35,000/- via partial repudiation on 18-12-2024 (**Exbt.A5**).
- Individual coverage available is ₹5,00,000/- under the group policy; the Complainant is eligible for the balance ₹36,553/- (**Exbt.A1; Exbt.A3; Exbt.A5**).

- The Opposite Parties rely on their claim-settlement record (**Exbt.B5**), yet their version asserts payment of ₹36,553/-; **Exbt.B5** itself records ₹29,137.50, amounting to misrepresentation and constituting unfair trade practice and deficiency in service. Related correspondence is on record (**Exbt.A6; Exbt.A7**).
- The Complainant has suffered inconvenience and mental agony due to wrongful short-settlement; assessment must be holistic and based on the treating doctor's summary and the actual surgery performed (**Exbt.A4**).

ADDITIONAL ARGUMENT NOTES

- Argument notes were earlier filed on 25-09-2025.
- On 29-09-2025, this Hon'ble Commission directed production of a treating-doctor certificate.
- The Doctor's Certificate dated 01-10-2025 issued by Dr. P. Roy John, HoD& Senior Consultant, Apollo Adlux Hospital has been produced (**Exbt.A8**).
- **Exbt.A8** confirms VIU for Bulbar Urethral Stricture on 17-12-2024.
- **Exbt.A8** clarifies that VIU is not a calculus-removal procedure; any calculus behind the stricture may be expelled incidentally, while the primary purpose is to incise and open the narrowed segment.
- The medical record establishes hospitalization and surgery were for stricture disease, not stone removal (**Exbt.A8; Exbt.A4**).
- The partial repudiation based on a urinary-stone sub-limit is arbitrary and contrary to the record (**Exbt.A4; Exbt.A8; Exbt.B3**).
- The Complainant prays that the complaint be allowed in full and the Opposite Parties be directed to pay the balance claim with compensation and costs (**Exbt.A1; Exbt.A3; Exbt.A5; Exbt.B5**).

Complainant submits the original Doctor's Certificate dated 01-10-2025 from Dr. P. Roy John, Apollo Adlux, confirming the procedure was VIU for bulbar urethral stricture, not calculus removal. Filed per this Commission's direction, it is relevant for adjudication. The complainant seeks acceptance on record, marking as **Exhibit A8**, and consequential orders.

7. **Summary of written argument of the opposite parties:-**

The complaint is covered under a group health policy issued to M/s Exodesoft Technologies Pvt. Ltd.

The claim arises from treatment on 17.12.2024 for "VIU under GA for posterior urethral calculus," admitted by the complainant in his email of 09.01.2025 Under Special Condition (h) – "Urinary stone (incl. DJ stent removal for same stone)" – the policy fixes a cap of Rs. 35,000/- . Because the treatment was primarily for urinary stone and related complications, the insurer applied this cap and settled accordingly.

The diagnosed bulbar urethral stricture, they submit, is a sequela of chronic urethral calculus; the complainant had a prior stone-removal surgery in 2023, evidencing the same underlying pathology and justifying the capped payment.

There is no deficiency in service under Section 2(11) of the Consumer Protection Act, 2019; the insurer acted fairly and strictly per the contract. Consumer fora cannot rewrite policy terms; insurance contracts must be construed strictly, as held in ***Suraj Mal Ram Niwas Oil Mills v. United India*** and ***Ravneet Singh Bagga v. KLM***.

Hence, the complaint discloses no cause of action and claims reliefs beyond jurisdiction. The opposite parties pray for dismissal.

We have carefully evaluated the submissions of both sides and comprehensively reviewed the pleadings and evidence—oral and documentary—together with the argument notes.

8. Points for Consideration

I) Whether the complaint is maintainable?

The Complainant is a “consumer” under Section 2(7) of the Consumer Protection Act, 2019; the complaint alleges “deficiency in service” as defined in Section 2(11). The cause of action arose on 18-12-2024 at Ernakulam; the territorial jurisdiction lies with this Commission. The complaint, filed on 10-03-2025, is well within the two-year limitation under the Act. Under Section 34 (pecuniary jurisdiction under the 2019 Act being linked to consideration paid), the premium/consideration and the reliefs claimed are within the District Commission’s pecuniary limits. Maintainable.

II) Whether there is any deficiency in service or unfair trade practice by the Opposite Parties?

The insurer’s application of Special Condition (h) (Urinary Stone procedures – ₹35,000) presupposes that the treatment was for urinary stone removal. However:

- **Exbt.A4** records bulbar urethral stricture as the primary diagnosis and VIU under GA as the treatment.
- **Exbt.A8** (treating HoD’s certificate) expressly clarifies that VIU is a stricture-relieving procedure, not a calculus-removal surgery; at most, a calculus located behind a stricture may be expelled incidentally.

The Complainant has produced the original Doctor’s Certificate issued by Dr. P. Roy John, Apollo Adlux Hospital, Karukutty, Ernakulam (**Exbt.A8**). We also note the Complainant’s statement, which reads:

“Hospital bill was ₹71,553/-. But Future Generali approved ₹35,000/- only. Deduction was ₹36,553/-. The reason for reducing my hospital bill according to your office, in accordance with item no. 11(h), was ‘Urinary Stone (incl. DJ stent removal for same stone) – 35,000/-’.

I would like to bring to your attention that you have cited a wrong reason to reduce the hospital bill. I did not undergo any such medical procedure for removing urinary stone. My procedure was VIU under GA for posterior urethral calculus.”

This assertion stands corroborated by the Discharge Summary dated 18-12-2024 (**Exbt.A4**) and the Doctor’s Certificate dated 01-10-2025 (**Exbt.A8**), which clarify that VIU is a stricture-relieving procedure and not a calculus-removal surgery. Consequently, the Opposite Parties’ reliance on Special Condition 11(h) to apply a urinary-stone sub-limit is misplaced and unsustainable.

Thus, the insurer’s premise that the claim necessarily pertains to “urinary stone” treatment is factually incorrect. Any incidental reference to calculus does not change the nature and purpose of the surgery.

Principle of Construction (Contra Proferentem). It is settled that ambiguities in insurance contracts are construed against the drafter and in favour of the insured. The **Hon’ble Supreme Court** in **United India Insurance Co. Ltd. v. Pushpalaya Printers** (2004 KHC 795) held that where terms admit two plausible interpretations, the one beneficial to the insured must prevail. The **Hon’ble Kerala High Court** in **M/s. Benz Automobiles Ltd. v. P. D. Thomas** (2008 (3) KHC 846) reiterated this rule. Applied here, Special Condition (h) cannot be stretched to cover a VIU performed for bulbar urethral stricture.

The OPs' claim of having settled/payable amounts conflicts with **Exbt.B5**, which records ₹29,137.50, not the higher figure asserted in pleadings. This inconsistency undermines their defence and indicates an unfair claim assessment, amounting to a deficiency in service (Section 2(11)) and, on the facts, bordering on unfair trade practice when a document is misstated before a consumer forum.

Conclusion on Issue II. The Opposite Parties' application of a urinary-stone sublimit to a stricture-relieving VIU is arbitrary, medically unsustainable and contractually unfounded. We hold the OPs deficient in service; the plea of strict construction is unavailable where the clause is misapplied to a procedure it does not cover.

Guidance from the **Hon'ble High Court of Kerala. In WP(C) Nos. 13244 & 40088 of 2017 (judgment dated 08.09.2025)**, the High Court underscored that “declining the claim in respect of the treatment undergone amounts to denial of treatment” and that this results in a “violation of the right to life under Article 21.” We are guided accordingly.

The Court further cautioned that insurers often “repudiate claims on trivial or technical grounds,” and reaffirmed that “insurance is a contract of utmost good faith, and the duty of fairness lies equally on the insurer.” Such conduct “undermines the public trust.” These principles militate against narrow, technical denials.

On construction, the Court reiterated *contra proferentem*—“an ambiguous term... [is] interpreted against the party who drafted it,” especially in “standardised contracts or situations of unequal bargaining power.” Applied here, a sub-limit meant for stone-removal cannot be stretched to a stricture-relieving VIU.

III) If so, whether the Complainant is entitled to relief?

The Complainant is entitled to the balance of the hospital bill that was erroneously disallowed, together with interest from 18-12-2024 (the date of partial repudiation/authorisation) until realisation.

Considering the nature of the ailment, the emergent admission, and the avoidable hardship caused by the erroneous application of a sub-limit, we award consolidated compensation for the harassment, mental agony, and inconvenience suffered. Consumer Commissions are empowered to grant such relief for non-pecuniary injury . Quantification is reflected in the operative portion of this Order.

IV) Costs of the Proceedings.

The Complainant is entitled to get the costs of these proceedings. Opposite Parties 1 and 2 shall bear such costs jointly and severally.

We cannot ignore the human reality behind this file: the Complainant sought urgent treatment for a painful, intimate condition and, while recovering, was drawn into a technical dispute about sub-limits that did not match the surgery actually performed. An insurance policy is meant to be a safety net in those anxious hours—not another hurdle. The record shows that despite a valid cover, clear discharge summary, and a doctor's certificate, the claim was pared down on a narrow reading that cherry-picked an incidental reference to calculus. The ensuing calls, emails, and short-payment caused avoidable distress over a relatively modest balance when compared to the sum insured. Consumer protection is, at its heart, about restoring that sense of fairness. Our decision aims to do just that, and to signal that claim assessment must be accurate, humane, and faithful to the medical evidence.

Findings on Issues (i)–(iv). Upon holistic appraisal of the medical record and policy terms, we hold that the Opposite Parties' application of a

urinary-stone sub-limit to a VIU performed for bulbar urethral stricture was medically unfounded and contractually untenable, constituting a deficiency in service under Section 2(11) and amounting to unfair trade practice under Section 2(47) of the Consumer Protection Act, 2019. Accordingly, Issues (i) to (iv) stand answered in the Complainant's favour. As a proximate consequence of the Opposite Parties' conduct, the Complainant has suffered inconvenience, mental distress, and pecuniary loss.

In the aforesaid facts and circumstances, the Opposite Parties are jointly and severally liable to compensate the Complainant—both by making good the pecuniary shortfall and by awarding reasonable compensation for non-pecuniary harm—as quantified in the operative portion of this Order.

Hence the **prayer is partly allowed** as follows:

- I. The Opposite Parties shall jointly and severally pay to the Complainant the balance sum of **₹36,553/-** (Rupees Thirty-Six Thousand Five Hundred and Fifty-Three only) together with interest at 9% per annum from 18-12-2024 until realisation as per **Exbt.A3**.
- II. The Opposite Parties shall jointly and severally pay **₹25,000/-** (Rupees Twenty-Five Thousand only) to the Complainant towards compensation for mental agony, inconvenience, and attendant financial loss, arising from their deficiency in service and unfair trade practice.
- III. The Opposite Parties shall jointly and severally pay **₹5,000/-** (Rupees Five Thousand only) to the Complainant towards the costs of the proceedings.

The Opposite Parties are jointly and severally liable to comply with the above directions. All amounts shall be paid within 45 (forty-five) days from the date of receipt of this order. In case of non-compliance with **Point II**

within the stipulated period, the amount there under shall carry interest at 9% per annum from 10.03.2025 (date of filing) until full realisation, without prejudice to the Complainant's right to seek execution in accordance with law.

Pronounced in the Open Commission this the 29th day of October 2025.

**Sd/-
D.B.Binu
President**

**Sd/-
V.Ramachandran
Member**

**Sd/-
Sreevidhia.T.N
Member**
Forwarded/By Order

Assistant Registrar

APPENDIX

Complainant's Evidence:

- Exbt.A1: Copy of insurance policy
- Exbt.A2: Insurance e-card of the Complainant
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Opposite party's Evidence:-

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- Exbt.B2: Policy schedule.
- Exbt.B3: Policy wordings.
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Date of Despatch

By Hand::

By post::BR/