

**IN THE CONSUMER DISPUTES REDRESSAL COMMISSION,
THRISSUR**

Present : Sri. C.T. Sabu, President
Smt. Sreeja. S., Member
Sri. Ram Mohan R., Member

27th day of October 2025
CC 137/19 filed on 08/03/19

Complainant : Sunilkumar K.I., Porathoor Kittan House,
Eravath Lane, East Fort, Thrissur – 680 005
(By Adv. A.D. Benny, Thrissur)

Opposite Party : Manager, The Oriental Insurance Co. Ltd.,
Branch Office, KPN Shopping Complex,
Shornur Road, Thrissur – 680 022.
(By Adv. M. Sankaran, Thrissur)

FINAL ORDER

By Sri. Ram Mohan R, Member :

1) Complaint in brief, as averred :

The complaint is filed under Section 12(1) of the Consumer Protection Act, 1986. The complainant, who had availed a health policy numbered 441106/48/2018/1970 from the opposite party insurer, underwent treatment at M/s Jubilee Mission Medical College and Research Institute, Thrissur. The complainant was admitted on 15/12/2018 and was discharged on 16/12/18. He was statedly diagnosed with IVDP L1/L2 and L2/L3. The complainant's claim No. KOC-0119-CL-0000712 seeking reimbursement of pertinent medical expenses, was repudiated by the opposite party allegedly on unfounded ground. A lawyer notice caused by the complainant statedly elicited no result. The complainant alleges fault on the part of the opposite party. Hence the complaint. The complainant prays for an order directing the opposite party to reimburse the claimed medical expenses worth Rs.8,530/- (Rupees Eight thousand five

hundred and thirty only) to him, apart from other reliefs of compensation and cost.

2) NOTICE :

The Commission having issued notice, the opposite party filed their written version and contested the complaint before the Commission.

3) Version of the opposite party :

The opposite party admits the policy and the claim made by the complainant. But they dispute that the complainant's claim of Rs.8,530/- (Rupees Eight thousand five hundred and thirty only) is exaggerated because the hospital expenses for the impugned treatment came to Rs.3530/- (Rupees Three thousand five hundred and thirty only) only. They further aver that the complainant's confinement at the hospital was not justifiable as the complainant needed evaluation and examination only. The complainant underwent conservative management - post evaluation. Hence, they affirm to have repudiated the complainant's claim under exclusion clause of 4.10 and 4.23 of the policy.

4) Evidence :

The complainant produced documental evidence that had been marked Ext. A1 to A4, apart from affidavit and notes of argument. The opposite party produced documental evidence that had been marked Exts. B1 to B7, apart from affidavit and notes of argument.

5) Deliberation of evidence and facts of the case :

The Commission has very carefully examined the facts and evidence of the case. Ext. A1 is copy of the Discharge Summary issued by M/s Jubilee Mission Medical College and Research Institute, Thrissur – 5, in respect of the

complainant's treatment. Ext. A2 is letter No. Nil, dtd. 28/01/2019 issued by the opposite party in favour of the complainant regarding denial of the complainant's claim. Ext. A3 is copy of lawyer notice. Ext. A4 is Postal Acknowledgment card.

Ext. B1 is proposal form dtd. 24/01/2014 signed by the complainant. Ext. B2 is Happy Family Floater – 2015 Policy Schedule with Policy No.441106/48/2018/1970 issued by the opposite party in favour of the complainant for the period from 28/01/2018 to 27/01/2019. Ext. B3 is Happy Family Floater Policy 2015 with terms and conditions. Ext. B4 is claim form dtd. 18/12/2018 signed by the complainant. Ext. B5 is IP bill – detailed No.IFB047860 dtd. 16/12/2018 issued by M/s Jubilee Mission Medical College Hospital, Thrissur – 5, in favour of the complainant. Ext. B6 is Discharge Summary issued by M/s Jubilee Mission Medical College and Research Institute, Thrissur – 5, in respect of the treatment given to the complainant. Ext. B7 is letter No. Nil dtd. 28/01/2019 issued by the opposite party in favour of the complainant regarding denial of the complainant's claim.

6) Points of deliberation :

- (i) Whether the opposite party's act of having repudiated the complainant's claim, is in order ? If in the negative :
- (ii) Whether the complainant is entitled to receive reimbursement of the sum he claimed ? Also, whether the complainant is entitled to receive any compensation from the part of the opposite party ? If so its quantum ?
- (iii) Costs ?

7) Point No.(i)

Ext. B6 discharge summary is reflective of the fact that the complainant was admitted to the hospital with complaints of “low back ache” for three months and was diagnosed with ‘IVDP L1/L2 and L2/L3. It also states that the MRI scan, concerned, revealed “*Focal central disc protrusion noted at L1/L2 and L2/L3 levels effacing ventral thecal sac and bilateral lateral recesses impinging on bilateral traversing nerve roots*”. It is thus evident from Ext. B6 that the Doctor who treated the complainant arrived at the final diagnosis of IVDP L1/L2 and L2/L3 consequent to the MRI scan result mentioned therein. Ext. B6 further indicates that the complainant was discharged as he got symptomatically better and was doing well consequent to treatment. A close scrutiny of Ext. B6 Discharge Summary would also unveil the fact that the patient was advised on discharge with following recommendations

- “ 1. TAB. ACMR ½ BD X 4 WEEKS
2. TAB. ULTRA P ½ BD X 4 WEEKS
3. TAB. MAXGALIN ER HS X 4 WEEKS
4. TAB. INCLO CZ ½ BD X 4 WEEKS
5. TAB. EGRACE 400 1 OD X 4 WEEKS
6. TAB. BIO D3 PLUS 1 OD X 4 WEEKS
7. CAP. OPERA 20MG BD (B/F) X 4 WEEKS

Next Review : Review after 4 weeks in ortho unit II, Dr. Rajeev Rao ”

Ext. B7 letter of repudiation issued by the opposite party reads as :
“*Admitted for evaluation only which is a normal OPD procedure for which confinement is not justifiable. Evaluation followed by conservative line of management is only done with oral medication, so admission and evaluation as such is not followed by any active line of treatment which is not payable under clause 4.10 of the policy*”.

Clause 4.10 of Ext. B3 document reads as :

“4.10 “Expenses incurred at Hospital or Nursing Home primarily for evaluation / diagnostic purposes which is not followed by active treatment for the ailment during the Hospitalised period”.

Ext.B6 Discharge Summary is self explanatory in so far as the patient who reported with complaints of low back ache was medically diagnosed with IVDP L1/L2 and L2/L3, based on MRI scan and was conservatively treated, which produced tangible results as recorded therein. Doctors come to logical and empirical conclusion pertaining to treatment, placing reliance on the diagnostic test results only. We are, in fact, amazed to see the reasoning given by the opposite party in Ext. B7 letter, for repudiating the impugned claim. The opposite party states therein that the complainant’s confinement was not justifiable as evaluation was a normal procedure. It is also stated therein that conservative line of management was only followed by the doctor. Ext. B7 letter explicitly reveals that these were the stated reasons for repudiation of the impugned claim. Ext. B7 letter of repudiation further reveals that the impugned claim was repudiated solely for the stated reason under clause 4.10 of the policy. In our contemplated view the doctor who examines the patient is the only person who is competent to decide whether the patient is to be treated as an Out-patient (OP) or as an In-patient (IP), depending on the “as is where is” health specifics of the patient. The decision as to whether the patient is to be treated as IP or OP is to be made by the doctor who examines the patient and not by the insurer remotely without even seeing the patient, concerned, at that point of time. Moreover, the insurer is not a medical expert to answer the said point. The insurer cannot insist that for allowing a claim the patient should necessarily undergo any kind of invasive or surgical procedures. In the case at hand, Ext. B6 Discharge Summary further indicates that the complainant was

administered with medicines mentioned therein, and was advised review after four weeks.

It is, therefore, a matter beyond doubt that the complainant was confined in the Hospital not for mere evaluation / diagnostic purpose, but for proper treatment, which in turn renders clause 4.10 of Ext. B6 policy inapplicable. Needless to mention that the opposite party's reliance on clause 4.10 for repudiating the impugned claim, was mere misinterpretation of the said clause. Hence, we have no hesitation to hold that the opposite party's repudiation of the impugned claim is unfounded and consequently Ext. B7 is bad in the eyes of law. Such an unfounded denial of medical claims, that too on flimsy reasons, will prejudice the very credibility of health insurance policies, as well.

Point No.(i) is thus found in the negative.

8) Point No (ii) & (iii) :

As elaborated under the foregoing Para, Point No.(i) is proved in favour of the complainant. The complainant did not dispute Ext. B5 bill in respect of the impugned treatment. Ext. B5 IP bill sums up to Rs.3,530/- (Rupees Three thousand five hundred and thirty only). Nor did the complainant adduce any piece of evidence to substantiate his pleading that the impugned medical expenses came to Rs.8,530/- (Rupees Eight thousand five hundred and thirty only). In the absence of any piece of evidence to the contrary, we are inclined to conclude that the medical expenses, concerned, came to Rs.3,530/- only, unlike the one of Rs.8,530/- claimed by the complainant. The opposite party's repudiation being unlawful, the complainant is entitled to receive reimbursement of the said sum of Rs.3,530/- from the former. The opposite party's unfounded denial of the complainant's claim might certainly have, as claimed, inflicted agony, hardship and financial loss on the complainant. The

opposite party has necessarily to compensate the complainant. We are of the considered view that the complainant is entitled to receive a sum of Rs.10,000/- (Rupees Ten thousand only) towards compensation for the agony, hardship and financial loss inflicted on him and a sum of Rs.10,000/- towards costs.

In the result the complaint is partly allowed and the opposite party is directed to pay the complainant :

- a) a sum of Rs.3,530/- (Rupees Three thousand five hundred and thirty only) towards reimbursement of the medical expenses for the impugned treatment,
- b) a sum of Rs.10,000/- (Rupees Ten thousand only) towards compensation for the agony, hardship and financial loss he underwent, and
- c) a sum of Rs.10,000/- (Rupees Ten thousand only) towards costs, all with 9% interest p.a. from the date of filing of the complaint till the date of realisation. The opposite party shall comply with the above direction within 30days of receipt of a copy of this order.

Dictated to the Confidential Assistant, transcribed by her, corrected by me and pronounced in the open Commission this the 27th day of October 2025.

Sd/-
Sreeja S.
Member

Sd/-
Ram Mohan R
Member

Sd/-
C. T. Sabu
President

Appendix

Complainant's Exhibits :

Ext. A1 copy of the Discharge Summary issued by M/s Jubilee Mission Medical College and Research Institute, Thrissur – 5, in respect of the complainant's treatment.

Ext. A2 letter No. Nil, dtd. 28/01/2019 issued by the opposite party in favour of the complainant regarding denial of the complainant's claim.

- Ext. A3 copy of lawyer notice.
Ext. A4 Postal Acknowledgment card.

Opposite Party's Exhibits :

- Ext. B1 proposal form dtd. 24/01/2014 signed by the complainant.
Ext. B2 Happy Family Floater – 2015 Policy Schedule with Policy No.441106/48/2018/1970 issued by the opposite party in favour of the complainant for the period from 28/01/2018 to 27/01/2019.
Ext. B3 Happy Family Floater Policy 2015 with terms and conditions.
Ext. B4 claim form dtd. 18/12/2018 signed by the complainant.
Ext. B5 IP bill – detailed No.IFB047860 dtd. 16/12/2018 issued by M/s Jubilee Mission Medical College Hospital, Thrissur – 5, in favour of the complainant.
Ext. B6 Discharge Summary issued by M/s Jubilee Mission Medical College and Research Institute, Thrissur – 5, in respect of the treatment given to the complainant.
Ext. B7 letter No. Nil dtd. 28/01/2019 issued by the opposite party in favour of the complainant regarding denial of the complainant's claim.

Id/-
Ram Mohan R
Member

//True copy//

Assistant Registrar