

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

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

29th day of January 2026
CC 492/21 filed on 20/12/21

- Complainant : Thomas, S/o Kochappu, Mangan House,
Nadathara Village, Nadathara P.O.,
Thrissur – 680 751.
(By Adv. Preejo Pauly, Thrissur)
- Opposite Parties : 1) Branch Manager, IFFCO – TOKIO General Insurance
Co. Ltd., Kingsway Building, Room No.30/228/8(A)/
3rd Floor, Poonkunnam P.O., Thrissur – 680 002.
2) IFFCO – TOKIO General Insurance Co. Ltd.,
IFFCO Sadan, CI Dist Center, Saket,
New Delhi – 110 017.
(OP 1 & 2 By Adv. Mariamma K. Ittoop, Thrissur)

FINAL ORDER

By Sri. Ram Mohan R, Member :

1) Complaint in brief, as averred :

The complaint is filed under Section 35(1) of the Consumer Protection Act, 2019. The complainant, the owner of an Electric Scooter bearing Reg. No. KL/NEW/1895, claims to have availed at the time of its purchase an insurance policy numbered MB558748 from the 2nd opposite party, the 1st opposite party being the Area Manager of the 2nd opposite party. The capital sum insured for the personal assistance of the owner/driver of the vehicle as mentioned in the policy schedule, is Rs.15,00,000/- (Rupees Fifteen lakh only). The policy was availed for the period from 22/11/19 to 21/11/24. The complainant met with an accident while riding the said vehicle on 19/09/2020, and was taken to the General Hospital, Thrissur. As they found a lacerated wound on the right scalp

of the complainant, he was taken to the Neurosurgery department of M/s Aswini Hospital, Thrissur where the complainant was diagnosed with ‘Quadriplegia’ that refers to paralysis from the neck down, including the trunk, legs and arms. The condition is statedly caused by an injury to the spinal cord that contains the nerves that transmit messages of movement and sensation from the brain to parts of the body. The complainant was statedly hit also with cervical Spine injury with fracture in C6 & C7 spinous process and laminar fracture along with other injuries such as Chest injury with fracture on left first to 4th rib, right 2nd and 3rd meta tarsal base fracture and scalp injury. The complainant was discharged from M/s Aswini Hospital on 02/10/2020, after treatment for a period of 15 days. The treatment continued at the home as well, as the complainant was bed ridden and had to depend wholly on others even for basic needs. The hospital bill at M/s Aswini Hospital amounted to Rs.86,445/- (Rupees Eighty six thousand four hundred and forty five only). The accident was reported to the police as well. The claim made by the complainant with the opposite parties was numbered 1-1JB1R6BV by the opposite party company. At the instance of the opposite parties, the complainant appeared before the Medical Board that examined him and was issued Certificate No. G2/II/9502/2021 dtd.06/07/21, stating 75% of Permanent Physical Impairment / mental disability due to the Traumatic Quadriparesis affecting Cervical Spine. Despite submission of the certificate issued by the Medical Board, the opposite parties repudiated the complainant’s claim by their letter dtd. 21/06/21, on the ground that the claim does not fall within the scope of personal accident. The complainant alleges that the claim was repudiated on unfounded ground, without showing any reasons. The complainant alleges fault on the part of the opposite parties. Hence the complaint. The complainant prays for an order directing the opposite parties to pay him the claim amount Rs.15,00,000/- (Rupees fifteen lakh only), apart from other reliefs of compensation and costs.

The complainant had statedly affixed his thumb impression on the complaint at his residence, with the help of his wife in the presence of his lawyer.

2) NOTICE :

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

3) Version of the opposite parties :

The opposite parties admitted the policy, but they aver that their liability is subject to the terms, exceptions and conditions of the policy. They stated that the PA section of the policy reads as :

“Subject otherwise to the terms exceptions conditions and limitations of this policy, the company undertakes to pay compensation as per the following scale for bodily injury/death sustained by the owner – driver of the vehicle in direct connection with the vehicle insured or whilst mounting into / this mounting from or travelling in the insured vehicle as a co driver, caused by violent accidental external and visible means which independent of any other cause shall within six calendar months of such injury result in :

<i>NATURE OF INJURY</i>	<i>SCALE OF COMPENSATION</i>
<i>1. Death</i>	<i>100%</i>
<i>2. Loss of two Limbs or sight of two eyes or one limb and sight of one eye</i>	<i>100%</i>
<i>3. Loss of one limb or sight or one eye</i>	<i>50%</i>
<i>4. Permanent total disablement from injuries other than named above.</i>	<i>100%</i>

Provided always that

5. *The Compensation shall be payable only one of the item (1) to (4) above in respect of the owner – driver arising out of any one occurrence and total liability of the insurer shall not in the aggregate exceed the sum of Rs.1 lakhs during any one period of insurance.*
6. *No compensation shall be payable in respect of death or bodily injury directly or indirectly wholly or in part arising or resulting from or traceable to intentional self injury, suicide or attempted suicide physical defect or infirmity or an accident happening whilst such person is under the influence of intoxication liquor or drugs.*
7. *Such compensation shall be payable directly to the Insured or to his / her legal representatives whose receipt shall be the full discharge in respect of the injury to the insured.*
8. *This cover is subject to*
 - (s) *The owner – driver is the registered owner of the vehicle insured herein,*
 - (t) *The owner – driver is the Insured named in this policy*
 - (u) *the owner – driver holds on effective driving license, in accordance with the provisions of rule 3 of the central motor vehicle rules 1989, at the time of the accident”.*

They contend that the claim made by the complainant does not fall within the said PA section and therefore the repudiation was lawful.

4) Evidence :

The complainant produced documental evidence that had been marked Exts. A1 to A10, apart from affidavit and notes of argument.

The opposite parties produced documental evidence that had been marked Exts. B1 to B7, apart from version, 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 (SP) is printout of Policy No.1-19VG2RWV dtd. 22/11/2019 issued by the opposite party in favour of the complainant, the period of validity for liability section being from 22/11/2019 to 21/11/2024. Ext. A2 (SP) is attested copy of OP ticket No. 70108 dtd. 19/09/2020 issued by General Hospital, Thrissur. Ext. A3 (SP) is attested copy of Discharge summary issued by M/s Aswini Hospital Ltd., Thrissur in respect of the complainant with DOA 19/09/2020 & DOD 02/10/2020. Ext. A4 (SP) is photocopy of Motor Claim Form made by the complainant in respect of policy No. MB 558748. Ext. A5 (SP) is attested copy of Testimonial No.223/ER/C7/2020 dtd. 24/10/2020 issued by Mannuthy Police Station. Ext. A6 is letter dtd. 02/02/2021 issued by the opposite parties in favour of legal heir of the complainant. Ext. A7 (SP) is attested copy of the Certificate of disability No. G2/II/9502/2021 dtd.06/07/2021 issued by Deputy Superintendent, Govt. Medical College Hospital, Thrissur (Chairman, Medical Board for persons with disabilities/Authorised Signatory of Notified Medical Authority). Ext. A8 is the letter of repudiation dtd. 21/06/2021 issued by the opposite parties addressed to the complainant. Ext. A9 is print-out of bill No.IP 4010 dtd. 02/10/2020 issued by M/s Aswini Hospital Ltd., in favour of the complainant, gross amount being Rs.85,657.68. Ext. A10 (SP) is print-out of list comprising treatment expenses.

Ext. B1 is discharge summary issued by M/s Aswini Hospital Ltd., Thrissur, in respect of the complainant with DOA 19/09/2020 & DOD 02/10/2020. Ext. B2 is Testimonial No.223/ER/C7/2020 dtd. 24/10/2020 issued by Mannuthy Police Station. Ext. B3 is colour copy of OP ticket No. 70108 dtd. 19/09/2020 issued by General Hospital, Thrissur. Ext. B4 is print-out of extract of Policy No.1-19VG2RWV dtd. 22/11/2019 issued by the opposite party in favour of the complainant, the period of validity for liability section being from

22/11/2019 to 21/11/2024. Ext. B5 is copy of the Certificate of disability No. G2/II/9502/2021 dtd.06/07/2021 issued by Deputy Superintendent, Govt. Medical College Hospital, Thrissur (Chairman, Medical Board for persons with disabilities/Authorised Signatory of Notified Medical Authority). Ext. B6 is Motor claim form made by the complainant in respect of policy No.MB 558748. Ext. B7 is a copy of Policy No.1-19VG2RWV with terms and conditions.

6) Points of deliberation :

- (i) Whether the opposite parties' act of having repudiated the complainant's claim is lawful ?
If in the negative ;
- (ii) Whether the complainant is entitled to receive the insurance claim sum of Rs.15 lakhs from the opposite parties ?
Also whether the complainant is entitled to receive any compensation from the opposite parties ? If so its quantum ?
- (iii) Costs ?

7) Point No.(i)

The opposite parties do not dispute the policy. Nor do they dispute the accident occurred or the percentage of disability inflicted on the complainant as recorded in Ext. B5 Medical Board Report. They also do not dispute the fact that the quantum of the assured insurance sum under P.A as per Ext. B7 policy is Rs.15 lakhs. But they aver that the complainant's claim does not fall within the scope of PA section of the policy. Interestingly enough, rather than baldly and superficially stating that the impugned claim is not covered under the PA section of the policy, the opposite parties do not cogently reason as to how the impugned claim does not fall within the PA section. A close scrutiny of the Ext. A8 letter of repudiation issued by the opposite parties, would bare the fact that it also does not pointedly explain how the impugned claim does not fall within the

scope of PA section of the policy. The opposite parties simply quote the PA section of the policy baldly, and then arbitrarily state that the claim does not fall within the scope of the same. Even a reasonably prudent man's bare reading of the PA section of Ext. B7 policy, would make the fact unambiguously clear that 100% of the assured sum of Rs.15,00,000/- would be payable by the opposite parties to a victim who had undergone vehicle accidental injury causing "permanent total disablement", within the period stipulated therein. Ext. B5 / A7 Medical Board Certificate dtd. 06/07/21, affirms that the complainant is inflicted with 75% permanent physical impairment / mental disability due to Traumatic Quadriplegia affecting Cervical spine. Affirmation of 75% physical impairment / mental disability as per Ext. B7 Certificate, axiomatically evidences the fact that the complainant battles 100% functional disability. On account of the accidental injury sustained, the complainant underwent 75% of physical impairment / mental disability which inflicted 100% functional disability on him. An insurer who frequently deals with health insurance matters cannot be presumed to lack the common knowledge that a 75% physical impairment or mental disability caused due to Traumatic Quadriplegia affecting Cervical spine will, in fact, result in 100% functional disability of the insured. While considering insurance claims, it shall be the functional disability which will have to be taken into consideration. The Hon'ble Apex court had time and again underscored this fact in a catena of its judgments including that dtd. 16/10/25 in *S. Ettiappan Vs D Kumar & another*. In the case at hand, the medical board had assessed physical disability of the complainant at 75%. The opposite parties ought to have noticed the fact that the complainant's functional disability could be 100 %. Such a blind denial based on unfounded and unexplained reasons, made by the opposite parties, can only be viewed to be the result of conclusions arrived at without proper and logical application of mind. We have no hesitation to hold that the opposite parties' repudiation of the impugned claim is unfounded and consequently Ext. A8 is bad in the eyes of

law. Such unfounded and unexplained denial of accident insurance claims, will prejudice the very credibility of 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 opposite parties' repudiation being unlawful, the complainant is entitled to receive the insurance claim sum of Rs.15 lakh from the former.

The conduct of the insurer of repudiating a legitimate claim on illogical and untenable ground, betrays a clear disregard for the object and spirit of accident insurance. Such policies are purchased by the common man as a shield against unforeseen calamity and not as an invitation for arbitrary denial. The opposite parties' denial of Ext. B6 claim amounts to an abuse of its dominant position and defeats the very purpose for which Ext. B7 Policy was entered into. Insurance is a contract of trust, founded on the promise of protection in moments of human vulnerability. The repudiation of Ext. B6 claim on unexplained reasons, reflects not a bonafide interpretation of the policy terms, but a calculated attempt to evade lawful obligation. Such conduct is oppressive, unfair and strikes at the very root of consumer confidence in the insurance system. The insurer had adopted an untenable approach solely to deny relief to the insured who suffered accidental injury and approached the insurer in good faith. This unfounded repudiation, divorced from reason or fairness, amounts to deficiency in service and adoption of unfair trade practice warranting strict judicial censure. When accident strikes, the common man turns to his insurer not as a supplicant, but as a rightful claimant. Denial of indemnification on illogical reasons, transforms a contract of assurance into an instrument of exploitation. The insurer's conduct of such sort is not only unjust, but

unconscionable. The Commission cannot countenance a practice whereby the insurers collect premia with alacrity, yet raise unfounded objections when liability crystallises. Such conduct, if left unchecked, would reduce accident insurance to an empty promise and render consumer protection illusory. The purpose of compensation is to award just compensation that places the victim in a position as close to their pre-existent state, as possible. Compensation must also serve as a measure of accountability, ensuring that the insurers do not treat repudiation of legitimate claims as a cost-free exercise.

Award of meaningful compensation is therefore warranted to deter such conduct and to reinforce a consumer's right to fair treatment. The opposite parties' denial of the complainant's claim might certainly have, as claimed, inflicted agony, hardship and financial loss on the complainant. The opposite parties shall necessarily have to compensate the complainant.

We are of the considered view that the complainant is entitled to receive a sum of Rs.5,00,000/- (Rupees Five lakh only) towards compensation for the agony, hardship and financial loss inflicted on him and a sum of Rs.10,000/- (Rupees Ten thousand only) towards costs.

In the result, the complaint is allowed and the opposite parties are directed to jointly and severally to pay the complainant :

- a) a sum of Rs.15,00,000/- (Rupees Fifteen lakh only) towards insurance claim sum,
- b) a sum of Rs.5,00,000/- (Rupees Five lakh 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 parties shall comply with the above direction within 45 days 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 29th day of January 2026.

Sd/-
Sreeja S.
Member

Sd/-
Ram Mohan R
Member

Sd/-
C. T. Sabu
President

Appendix

Complainant's Exhibits :

Ext. A1 (SP) is printout of Policy No.1-19VG2RWV dtd. 22/11/2019 issued by the opposite party in favour of the complainant, the period of validity for liability section being from 22/11/2019 to 21/11/2024.

Ext. A2 (SP) is attested copy of OP ticket No. 70108 dtd. 19/09/2020 issued by General Hospital, Thrissur.

Ext. A3 (SP) is attested copy of Discharge summary issued by M/s Aswini Hospital Ltd., Thrissur in respect of the complainant with DOA 19/09/2020 & DOD 02/10/2020.

Ext. A4 (SP) is photocopy of Motor Claim Form made by the complainant in respect of policy No. MB 558748.

Ext. A5 (SP) is attested copy of Testimonial No.223/ER/C7/2020 dtd. 24/10/2020 issued by Mannuthy Police Station.

Ext. A6 is letter dtd. 02/02/2021 issued by the opposite parties in favour of legal heir of the complainant.

Ext.A7 (SP) is attested copy of the Certificate of disability No. G2/II/9502/2021 dtd.06/07/2021 issued by Deputy Superintendent, Govt. Medical College Hospital, Thrissur (Chairman, Medical Board for persons with disabilities/Authorised Signatory of Notified Medical Authority).

Ext. A8 is the letter of repudiation dtd. 21/06/2021 issued by the opposite parties addressed to the complainant.

Ext. A9 is print-out of bill No.IP 4010 dtd. 02/10/2020 issued by M/s Aswini Hospital Ltd., in favour of the complainant, gross amount being

Rs.85,657.68.

Ext. A10 (SP) is print-out of list comprising treatment expenses.

Opposite Parties Exhibits :

- Ext. B1 discharge summary issued by M/s Aswini Hospital Ltd., Thrissur, in respect of the complainant with DOA 19/09/2020 & DOD 02/10/2020.
- Ext. B2 Testimonial No.223/ER/C7/2020 dtd. 24/10/2020 issued by Mannuthy Police Station.
- Ext. B3 colour copy of OP ticket No. 70108 dtd. 19/09/2020 issued by General Hospital, Thrissur.
- Ext. B4 print-out of extract of Policy No.1-19VG2RWW dtd. 22/11/2019 issued by the opposite party in favour of the complainant, the period of validity for liability section being from 22/11/2019 to 21/11/2024.
- Ext. B5 is copy of the Certificate of disability No. G2/II/9502/2021 dtd.06/07/2021 issued by Deputy Superintendent, Govt. Medical College Hospital, Thrissur (Chairman, Medical Board for persons with disabilities/Authorised Signatory of Notified Medical Authority).
- Ext. B6 Motor claim form made by the complainant in respect of policy No.MB 558748.
- Ext. B7 copy of Policy No.1-19VG2RWW with terms and conditions.

Id/-
Ram Mohan R
Member

//True copy//

Assistant Registrar