

**BEFORE THE CONSUMER DISPUTES REDRESSAL FORUM  
ERNAKULAM**

**Complaint Case No. CC/20/230  
( Date of Filing : 21 Aug 2020 )**

1. SRUTHY NARAYANAN

CHANDRA NIVAS , THRIpunITHURA, NADAMA  
VILLAGE, EROOR, NEAR

.....Complainant(s)

Versus

1. ADITYA BIRLA HEALTH INSURANCE

10 TH FLOORR TECH PARK, NIRLON COMPOUND,  
GOREGAON EAST

.....Opp.Party(s)

**BEFORE:**

**HON'BLE MR. D.B BINU PRESIDENT  
HON'BLE MR. RAMACHANDRAN .V MEMBER  
HON'BLE MRS. SREEVIDHIA T.N MEMBER**

**PRESENT:**

**Dated : 29 Sep 2023**

**Final Order / Judgement**

**DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION ERNAKULAM**

**Dated this the 29<sup>th</sup> day of September,**

**2023**

Filed on: 21/08/2020

**PRESENT**

Shri.D.B.Binu

President

Shri.V.Ramachandran

Member

Smt.Sreevidhia.T.N

Member

**CC NO. 230/2020**

**Between**

**COMPLAINANT**

Sruthy Narayanan, W/o. Aneesh C.V., Chandra Nivas, Tripunithura, Nadama Village, Eroor, Near Maramkulangara Temple, Cochin 682306.

(Rep. by Adv. S. Russel, Lawyers, 2<sup>nd</sup> Floor, Tristen Tower, Market Road, N. Kombara, Cochin 68218)

VS

**OPPOSITE PARTIES**

1. The Manager, Aditya Birla Health Insurance Company Ltd., 10<sup>th</sup> Floor, R-Tech Park, Nirlon Compound, Goregaon- East, Mumbai 400063.
2. The Manager, Aditya Birla Health Insurance Company Ltd., 3<sup>rd</sup> Floor, Chammany Chambers, Opp. Hotel park Central, Kaloor-Kadavanthara Road, Ernakulam 682017.

(Rep. by Adv. Saji Isaac K.J., 311 HB Flats, Panampilly Nagar, Cochin 36)

**FINAL ORDER****V. Ramachadran, Member:**

The complainant had obtained a health insurance policy, Group Activ Health, with unique identification number IN3155477 and Member ID BF 0000051403-01. The policy is issued as per Certificate Number GHI-BF-IN155477 by the opposite parties. The daughter of the complainant, Viyga P.A., was admitted on 01/10/2019 at Devi Hospital Pvt. Ltd., Thripunithura. She was suffering from Acute Gastritis. She was discharged on 04/10/2019. She was under the treatment of Dr. A.R. Jayachandran. She was treated as per IP registration number 3051. The complainant had incurred total medical expense of Rs.9,117/- for the treatment of Viyga P.A.. The complainant submitted a claim form immediately after discharge of her daughter from the hospital. Upon receipt of the claim form, the opposite parties demanded the complainant for certain additional documents and the same were also submitted. However, the opposite parties informed the complainant over telephone that the claim is rejected. The opposite parties did not state any reason for rejection. Opposite parties have also not officially communicated the same to the complainant. There was no reason to reject the claim of the complainant which caused to issue a notice dated 23/03/2020 to the opposite parties on the same day. The opposite parties have not issued any reply to the said notice. The complainant had taken the policy as assured by the opposite parties that the claim will cover all the patient hospitalization. However, the claim made by the complainant has not yet been paid by the opposite parties. This amounts to deficiency in service from the part of the opposite parties. The complainant approached this Commission to get an order directing the opposite parties to reimburse Rs.9,117/- along with interest at the rate of 12% annum from 05/10/2019 along with other reliefs

Upon notice from the complainant opposite party appeared and filed their version.

In the version opposite parties contented that According to the conditions of the policy, in Clause “42, Two Year Waiting Period – A waiting period 24 months from the start date shall apply to the treatment, whether medical or surgical and of the illness/conditions and their complications mentioned in Annexure –II” Gastritis falls within the 24 months waiting period in Annexure – II. The policy of the complainant incepted for the first on 05/02/2019 and the admission of Viyga on 01/10/2019 falls within the 24 months waiting period. Since 24 months had not elapsed from the date of commencement of coverage, the claim of the complainant is not payable according to the conditions of the policy. The complainant was informed by the opposite parties about the reason for rejection. The claim of the complainant was rejected by the opposite parties in accordance with the terms, conditions and exclusions of the policy as the disease for which the treatment was undertaken fell within the 24 months waiting period. The opposite parties are

liable to compensate the complainant only according to the terms, conditions, exclusions and limitations of the policy.

Complainant produced 5 documents which are marked as Exbt. A1 to A5 and opposite parties produced 2 documents and marked as Exbt. B1 and B2.

Exbt. A1 goes to show that the complainant's daughter was admitted in the hospital, Exbt. A2 is health insurance policy, Exbt. A3 is final bill from Devi Hospital, Exbt. B1 produced by the opposite party is policy document and Exbt. B2 is a repudiation letter.

The points for consideration are:

1. Whether the complainant is sustained to any sort of deficiency of service, or unfair trade practice from the side of the opposite party?
2. Whether the complainant is eligible to get any relief from the opposite party?
3. Cost of the proceedings if any?

On going through the documents filed by the complainant and opposite parties, it can be seen that the daughter of the complainant was admitted in Devi Hospital, Tripunithura on 01/10/2019 and discharged on 04/10/2019. The policy was incepted on 05/02/2019 and the admission of the patient on 01/10/2019. The contention of the opposite parties is that there is a waiting period of 24 months from the start date shall apply to the treatment, whether medical or surgical and of the illness/conditions and their complications mentioned in Annexure-II. Gastritis falls within 24 months waiting period. The policy of the complainant for getting coverage to the patient have not elapsed from the date of commencement of policy and hence not paid by the opposite parties according to the policy conditions. This is the major contention taken by the opposite parties which laid down in policy condition as Clause 42. Further on verification of the guidelines as per Clause 5 against Sub Heading Gastroenterology (Alimentary canal and related organs) Clause 5 Gastric or Duodenal Erosions or Ulcers + Gastritis & Duodenitis. It is stated that the treatment was done for acute gastritis. Hence naturally patient ought to get the policy coverage but in the instant case the thing is that the minimum period of 2 year from the date of policy has not been completed which is the sole reason for repudiation of the claim by the opposite party. It can be inferred that nobody shall imagine that they will be affected an ailment in near future for which an Insurance Policy can be taken in advance especially in the case of a small child. Moreover the Insurance Policy was given by the opposite party after obtaining sufficient proof to the effect that no existing disease is prevailing especially in the case of child at the time of availing the policy. It is a routine custom of Insurance Company to ensure that there are no ailments are prevailing or some ailments are prevailing to the insured before issuing policy at the time of subscription. Here in this case no such findings have been made as per the evidence produced from the side of the opposite party. Hence the Insurance Company is duty bound to provide insurance coverage to the child who was treated after subscribing the policy. Hence Point No. (1) found in favour of the complainant and therefore Point No. (2) & (3) decided accordingly.

Hence the following orders are issued.

1. An amount of Rs.9,117/- (Rupees nine thousand one hundred seventeen only) shall given by the opposite party to the complainant along with 5.5% interest per annum 05/10/2019 onwards.

1. The opposite parties shall pay an amount of Rs.10,000/- (Rupees ten thousand only) as compensation to the complainant.
2. The opposite parties shall pay an amount of Rs.5,000/- (Rupees five thousand only) as cost of proceedings.

The opposite parties shall jointly and severally liable to comply with the above order within 30 days from the date of receipt the copy of this order

Pronounced in the Open Commission this 29<sup>th</sup> day of September, 2023.

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D.B.Binu, President

Sd/-

Sreevidhia.T.N, Member

Forwarded/by Order

Assistant Registrar

### **Appendix**

#### **Complainant's evidence**

Exhibit A- Copy of claim form

Exhibit A-2 Copy of health insurance policy

Exhibit A-3 Copy of final bill from Devi Hospital

Exhibit A-4: Copy of lawyer notice

Exhibit A-5: Copy of postal receipt

#### **Opposite parties Evidence**

Exbt. B1: Copy of Policy

Exbt. B2: Copy of repudiation letter

Despatch date:

By hand: By post

kp/

**CC No. 230/2020**

**Order Date: 29/09/2023**

**[HON'BLE MR. D.B BINU]  
PRESIDENT**

**[HON'BLE MR. RAMACHANDRAN .V]  
MEMBER**

**[HON'BLE MRS. SREEVIDHIA T.N]  
MEMBER**