

**DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION, LUDHIANA.**

Complaint No:453 dated 20.09.2019.

Date of decision: 05.01.2024.

Rajinder Kumar S/o. Sh. Jaswant Singh, R/o. H. No.236, Dream City Ambuja, Near Celebration Bazaar, Khanna, Distt. Ludhiana.

.....Complainant

Versus

1. Satguru Partap Singh Hospital, Sherpur Chowk, G.T. Road, Ludhiana through its Director/Authorized Signatory.
2. Religare Health Insurance Company Ltd., San Plaza Building, SCO-13, 3<sup>rd</sup>, Feroze Gandhi Market Road, Ludhiana, Punjab-141001 through its Authorized Signatory.
3. Claims Department, Religare Health Insurance Company Ltd., Vipul Tech Square, Tower-C, 3<sup>rd</sup> Floor, Sector 43, Golf Course Road, Gurgram-122009 through its Authorized Signatory.
4. Dr. Harpal Singh, Gastrointestinal Surgeon, C/o. Satguru Partap Singh Hospital, Sherpur Chowk, G.T. Road, Ludhiana. ....Opposite parties

**Complaint Under Section 35 of the Consumer Protection Act, 2019.****QUORUM:****SH. SANJEEV BATRA, PRESIDENT****SH. MONIKA BHAGAT, MEMBER****COUNSEL FOR THE PARTIES:**

- For complainant : Sh. Ritesh Mohindra, Advocate.
- For OP1 : Complaint against OP1 not admitted vide order dated 24.10.2019.
- For OP2 and OP3 : Sh. G.S. Kalyan, Advocate.
- For OP4 : Sh. Karan Singh, Advocate.

**ORDER****PER SANJEEV BATRA, PRESIDENT**

1. Shorn of unnecessary details, the facts of the complaint are that the complainant earlier purchased health insurance policy from OP2 for his family consisting of himself, wife Devi Bala, Humesh Uppal son, Bharat Uppal son, Riya Uppal daughter and Kimmi Uppal daughter vide policy No.11768351 and paid premium of Rs.24,236/- through cheque. The said policy was having validity from 18.11.2017 to 17.11.2018 and same was renewed from 18.11.2018 to 17.11.2019. The complainant stated that on 05.02.2019, his minor son Humesh Uppal suffered severe stomach pain and was admitted in OP1 hospital around 10 PM. The attending doctors got his lab tests and on 06.02.2019 conducted surgery of appendices of Humesh Uppal and he was discharged on 09.02.2019. The complainant contacted insurance department of OP1 who processed the insurance claim with OP2 and OP3 but the insurance claim was not decided by OP2 and OP3 for 4 days. After waiting for sufficient period and repeated calls, the complainant received Email dated 09.02.2019 that

the insurance claim is still under process. The complainant further stated that as his claim was not finalized for four days, he waited for 09.02.2019 despite discharge of Humesh Uppal on 09.02.2019. Finally on 08.17 PM, OP2 and OP3 rejected the pre-authorization claim of the complainant without disclosing the reason for rejection of claim to him. Due to deficiency in service on the part of OP2 and OP3, the complainant was constrained to sit in the hospital for whole day on 09.02.2019. On 11.02.2019, the complainant and his son visited OP1 hospital for follow up and from the insurance department of OP1, they came to know that OP2 and OP3 rejected the claim on the ground of pre-existing disease 'ASTHMA' and delivered the denial letter dated 09.02.2019 to the complainant. The complainant further stated that his son never suffered Asthma disease or any other breathing problem related to Asthma. After reaching home, the complainant read the discharge summary and found that OP4 has mentioned in the same under the head 'Final Diagnose' as "Known case of Asthma", which he mentioned wrongly and without any basis due to which the insurance claim was denied by OP2 and OP3 on the report of OP1 and OP4. This amounts to deficiency in service on the part of OP4 also. The complainant further stated that due to wrong remarks of OP4 in the discharge summary, he would suffer loss in future. The complainant went to OP1 and OP4 with request to remove the wrong remarks in discharge summary of Humesh Uppal, but they refused to do so. The complainant claimed to have suffered lot of mental agony at the hands of OP1 and OP4 which amounts to deficiency in service and unfair trade practice on the part of the OPs for which they are liable to pay compensation to the complainant. In the end, the complainant prayed for issuing direction to the OPs to pay insurance claim of treatment of Master Humesh Uppal for Rs.97,417/- along with interest and also to pay compensation of Rs.1,00,000/- and litigation expenses of Rs.20,000/-.

2. The complaint was not admitted against opposite party No.1 vide order dated 24.10.2019.

3. Upon notice, OP2 and OP3 appeared and filed joint written statement by taking preliminary objections assailed the complaint on the ground of maintainability; misleading this Commission; the complaint being premature etc. OP2 and OP3 stated that the complainant has only filed a cashless request claim and has not filed any reimbursement claim with them. OP2 and OP3 further stated that the complainant was issued a policy namely "Care Floater" bearing No.11768351 covering the complainant and his family members w.e.f. 18.11.2017 to 17.11.2018 for a sum insured of Rs.5,00,000/- subject to policy terms and conditions and which was further renewed from 18.11.2018 to 17.11.2019. OP2 and OP3 received a cashless request from Satguru Pratap Singh Hospital, Ludhiana where Insured (Master Humesh Uppal) was to be admitted at the above mentioned hospital from 05.02.2019. As per pre-authorized form, the Insured was provisionally diagnosed with Acute Appendicitis. On receipt of the cashless request, the OP Company sent a Query Letter dated 06.02.2019 and asked for the following documents:

*1. EXACT DURATION AND PAST HISTORY OF PRESENT AILMENT WITH 1st CONSULTATION PAPER AND ALL PAST TREATMENT RECORDS.*

*2. PRE HOSPITALISATION OPD TREATMENT RECORD.*

The hospital sent a reply to the above mentioned Query. After the perusal of the documents, the OP Company sent an Authorization the letter dated 06.02.2019. Later on 09.02.2019, the OP Company sent a Deficiency Letter dated 09.02.2019 and asked for the following documents:

*1. COMPLETE INDOOR CASE PAPERS WITH ADMISSION NOTES, HISTORY SHEET, DOCTOR'S NOTES, NURSING NOTES AND VITAL CHART.*

*2. EXACT DURATION AND PAST HISTORY OF PRESENT AILMENT WITH 1st CONSULTATION PAPER AND ALL PAST TREATMENT RECORDS.*

*ASTHMA ALONG WITH FIRST CONSULTATION.*

*3. Others*

*OT AND PAC NOTES*

Thereafter the company received documents from the Hospital, however, the claimed documents were not provided by the Hospital. Therefore, another Query Letter dated 09.02.2019 was sent to the Hospital:

1. *EXACT DURATION AND PAST HISTORY OF PRESENT AILMENT WITH 1st CONSULTATION PAPER AND ALL PAST TREATMENT RECORDS.*

*IN VIEW OF K/C/O ASTHMA*

2. *OTHERS*

*PAC NOTE (PRE- ANESTHESIA CHECKUP REPORT) WITH TREATMENT. RECORDS RELATED TO LRTI OF 1 YEAR BACK.*

On the perusal of documents received and information received during the investigation, the OP Company asked the Complainant to provide the documents as it is clearly mentioned in Discharge Summary, Doctor's progress notes that the Insured is a known case of Asthma and has history of LRTI. With regard to that various Query Letters were sent to the Hospital, however, no adequate reply was received. Therefore, Company rejected the claim of the Complainant vide Claim Denial Letter dated 09.02.2019 and asked the Complainant to file a reimbursement claim:

- *AS PER REQUIREMENT PAST TREATMENT DETAILS NOT PROVIDED SO PRE-EXISTING NATURE OF AILMENT COULD NOT BE RULED OUT HENCE CASHLESS FACILITY DENIED UNDER NON SUBMISSION OF REQUIRED NECESSARY DOCUMENTS. PLEASE FILE FOR REIMBURSEMENT WITH ALL SUPPORTIVE DOCUMENTS. (NOT PROVIDING EXACT H/O AND FIRST CONSULTATION PAPER IN VIEW OF K/C/O ASTHMA) INITIAL APPROVAL ALSO CANCELLED.*
- *DEFICIENCY NOT REPLIED*

On merits, OP2 and OP3 reiterated the crux of averments made in the preliminary objections. OP2 and OP3 have denied that there is any deficiency of service and have also prayed for dismissal of the complaint.

4. In separate written statement, OP4 by taking preliminary objections assailed the complaint on the ground of maintainability; mis-joinder of necessary parties; the complaint being misconceived and abuse of process of law; the complainant has no locus standi to file the present complaint etc. OP4 stated that he had duly discharged his duty in a very prudent and diligent manner. He had treated the patient with utmost care and the patient was discharged from the hospital in a satisfactory condition. OP4 further stated that he has no concern with the denial of claim by OP2 and OP3. As per record of OP1, the patient Humesh Uppal was admitted in Satguru Partap Singh Hospital on 05.02.2019 with complaint of abdomen pain since one day and he was diagnosed with acute appendicitis and he was admitted in the hospital. On 06.02.2019, the patient was treated with Laparoscopic Appendectomy by OP4. During the course of his treatment and admission in the hospital, the patient was evaluated clinically and investigated thoroughly and post operatively, the patient was managed with anti-biotic, analgesics, antacids and other supportive treatment. The condition of the patient was improved with the treatment and care and he was discharged in a satisfactory condition on 09.02.2019. The patient was further advised regarding the medicine and other instructions were given to the patient by OP4 and discharge summary was provided to the complainant by OP4 in which the entire details of diagnose, treatment, history, course, advise on discharge and specific instructions were given to the complainant. OP4 further stated that when the patient was brought to the hospital by the complainant, as per the procedure the history of any past ailment of the patient was taken from the complainant and the complainant himself has given the history of the patient about the ailment of Asthma which was so noted down in the record during the course of admission procedure and the same was so mentioned in the discharge summary which was so provided to the complainant at the time of the discharge of the patient namely Humesh Uppal and the same was never objected by the complainant at that time. Moreover, the remarks on the discharge summary i.e. 'known case of Asthma' has been mentioned as per the information provided by the complainant himself. When the Insurance Company i.e. OP2 and OP3 raised a query with regard to the treatment of the complainant and documents with regard to his treatment from OP1 the same was duly responded by OP4 with a complete detail in writing dated 09.02.2019 which was duly sent to OP2 and OP3. Thereafter, neither the complainant nor OP2 and OP3 ever contacted OP4 nor there was any reason for them to contact OP4. It is submitted that neither OP1 i.e. Satguru Partap Singh hospital nor the answering

respondent has any concern or role in the alleged refusal of claim by OP2 and OP3. OP4 further stated that he had discharged his duty in a prudent and diligent manner and there is no deficiency in service on his part.

On merits, OP4 reiterated the crux of averments made in the preliminary objections. OP4 has denied that there is any deficiency of service and has also prayed for dismissal of the complaint.

5. In support of his claim, the complainant tendered his affidavit Ex. CA in which he reiterated the allegations and the claim of compensation as stated in the complaint. The complainant also tendered documents Annexure-C1 is the copy of insurance policy and documents, Annexure-C2 is discharge summary of Master Humesh Uppal, Annexure-C3 to Annexure-C6 are the copies of Email correspondence, Annexure-C7 to Annexure-C9s are the copies of bills/invoices, Annexure-C10 is the copy of Denial Letter dated 09.02.2019 and closed the evidence.

6. On the other hand, the counsel for OP2 and OP3 tendered affidavit Ex. RA of Tejinder Singh, Manager (Legal), Religare Health Insurance Co. Ltd., 3<sup>rd</sup> Floor, Vipul Tech Square, Sector 43, Gurgaon along with documents Ex. R1 is the copy policy certificate w.e.f. 18.11.2017 to 17.11.2018, Ex. R2 is the copy of proposal form, Ex. R3 is the copy of policy w.e.f. 18.11.2018 to 17.11.2019, Ex. R4 is the copy of policy terms and conditions, Ex. R5 is the copy of preauthorization request form, Ex. R6 is the copy of Deficiency Letter dated 06.02.2019, Ex. R7 is the copy of Deficiency Letter dated 06.02.2019, Ex. R8 is the copy of Authorization letter dated 06.02.2019, Ex. R9 is the copy of deficiency letter dated 09.02.2019, Ex. R10 is the copy of Deficiency Letter dated 09.02.2019, Ex. R11 is the copy of Discharge Summary dated 09.02.2019, Ex. R12 is the copy of Doctor's Progress Notes, Ex. R13 is the copy of Denial Letter dated 09.02.2019, Ex. R14 is the copy of citation/judgment and closed the evidence.

The counsel for OP4 also tendered affidavit of OP4 Dr. Harpal Singh as Ex. R4/A along with documents i.e. Ex. R1/4 is the copy of certificate dated 09.02.2019, Ex. R2/4 is the copy of another certificate dated 09.02.2019, Ex. R3/4 is the copy of Discharge Summary dated 09.02.2019 and closed the evidence.

7. We have heard the arguments of the counsel for the parties and also gone through the complaint, affidavit and annexed documents and written statements along with affidavit and documents produced on record by both the parties.

8. Perusal of documents shows that the complainant, a subscriber of cashless health insurance policy issued by the opposite parties, got his son Humesh Uppal admitted with Satguru Partap Singh Hospital, Ludhiana due to severe stomach pain where his surgery for appendices was performed on 06.02.2019 and was discharged on 09.02.2019 i.e. during the subsistence of the policy Ex. R3. During the hospitalization of Umesh Uppal, son of the complainant, pre-authorization for cashless claim dated 06.02.2019 Ex. R5 was initiated upon which OP2 and OP3 raised certain queries vide Deficiency Letters dated 06.02.2019, 09.02.2019 and 09.02.2019 respectively (Ex. R6, Ex. R9 and Ex. R10) and the cashless facility was declined vide Denial Letter dated 09.02.2019 Annexure-C10 = Ex. R13 due to non-receipt of the documents from the complainant. The complainant was advised to file the reimbursement claim along with supportive documents.

9. Vide Deficiency Letter 09.02.2019 Ex. R10 (addressed to the complainant), OP2 and OP3 requested the complainant to submit the following documents:-

1. *EXACT DURATION AND PAST HISTORY OF PRESENT AILMENT WITH 1st CONSULTATION PAPER AND ALL PAST TREATMENT RECORDS.*

*IN VIEW OF K/C/O ASTHMA*

2. *OTHERS*

*PAC NOTE (PRE- ANESTHESIA CHECKUP REPORT) WITH TREATMENT RECORDS RELATED TO LRTI OF 1 YEAR BACK.*

Even as per Deficiency Letters Ex. R6, Ex. R9 and Ex. R10, OP2 and OP3 further asked the complainant to lodge the claim along with requisite documents. However, due to non-lodging of claim by the complainant with OP2 and OP3 despite issuance of Deficiency Letters Ex. R6, Ex. R9 and Ex. R10, OP2 and OP3 rejected

the claim of the complainant vide Denial Letter dated 09.02.2019 Annexure-C10 Ex. R13. The complainant has staked the claim of total Rs.1,73,087/- vide pre-authorization request form Ex. R5, on the basis of bills submitted in his evidence. The Insurance companies do depute their officers/agent for procurement of business at the doorsteps of person(s) to be insured but at the time of settling the claims, the company's officials or TPAs render little assistance to the policy holder. The insurance companies are required to be more liberal in their approach without being too technical.

10. In this regard, reference can be made to **2022(2) Apex Court Judgment 281 (SC) in case title Gurmel Singh Vs Branch Manager National Insurance Company Ltd.** whereby it has been held by the Hon'ble Supreme Court of India that the insurance company has become too technical while settling the claim and has acted arbitrarily. The appellant has been asked to furnish the documents which were beyond the control of the appellant to procure and furnish. Once, there was a valid insurance on payment of huge sum by way of premium and the Truck was stolen, the insurance company ought not to have become too technical and ought not to have refused to settle the claim on nonsubmission of the duplicate certified copy of certificate of registration, which the appellant could not produce due to the circumstances beyond his control. In many cases, it is found that the insurance companies are refusing the claim on flimsy grounds and/or technical grounds. While settling the claims, the insurance company should not be too technical and ask for the documents, which the insured is not in a position to produce due to circumstances beyond his control.

In the given set of circumstances, it would be just and appropriate if the complainant is directed to submit the above said documents as per Deficiency Letters Ex. R6, Ex. R9 and Ex. R10 to OP2 and OP3 within 15 days from the date of receipt of copy of order and thereafter, OP2 and OP3 shall consider and reimburse claim of the complainant as per terms and conditions of the policy within 30 days from the date of receipt of documents from the complainant.

11. Through this complaint, the complainant has also raised a grievance against OP4 Dr. Harpal Singh, Gastrointestinal Surgeon in Satguru Partap Singh Hospital, Sherpur Chowk, G.T. Road, Ludhiana alleging that he has wrongly mentioned in discharge summary dated 09.02.2019 Annexure-C2=Ex. R11=Ex.R3/4 under the head "Final Diagnose" as "Known Case of Asthma" due to which his claim was rejected by OP2 and OP3. Perusal of Discharge Summary shows that under the head of final diagnosis there is mention of '**Acute Appendicitis with mesenteric lymphadenopathy**' as well as '**Known Case of Asthma**'. In this regard, OP4 issued certificate Ex. R2/4, the operative part of which is reproduced as under:-

*"This is to inform that patient Humesh Uppal UHID:122325 came with complaint of pain in right lower abdomen since 1 day and was diagnosed to have acute appendicitis.*

*Patient was treated with Laparoscopic Appendectomy.*

*With regards to the query raised by insurance company about K/C/O asthma records treated to LRTI of 1 year back, following should be clearly noted:-*

1. *Child had history of lower respiratory tract infection at the age of 1 year (and not 1 year back) as one episode which was managed conservatively which was treated to hyper reactive airway/seasonal allergy; the child was put on conservative management.*
2. *The history of present stay in hospital was given by a distant relative (unreliable)*
3. *Acute appendicitis (current illness) is not treated to the query raised for asthma.*
4. *At the age of 1 year, the child was suspected with asthma."*

Further perusal certificate Ex. R2/4 shows that the doctor acted as per the history provided by the patient/relative and further the doctor has no role in passing the claim for reimbursement. As such, the complaint as against OP4 is not maintainable as he has acted as per history provided to him at the time of admission of Master Humesh Uppal and the complaint as against OP4 deserves dismissal.

12. As a result of above discussion, the complaint is partly allowed with an order that the complainant is directed to submit the documents as per Deficiency Letters Ex. R6, Ex. R9 and Ex. R10 to OP2 and OP3 within 15 days from the date of receipt of copy of order and thereafter, OP2 and OP3 shall consider and reimburse claim of the complainant as per terms and conditions of the policy within 30 days

from the date of receipt of documents from the complainant. However, there shall be no order as to costs. The complaint as against OP4 is dismissed. Copies of the order be supplied to the parties free of costs as per rules. File be indexed and consigned to record room.

13. Due to huge pendency of cases, the complaint could not be decided within statutory period.

**(Monika Bhagat)**  
**President**

**(Sanjeev Batra)**

**Member**

Announced in Open Commission.

Dated:05.01.2024.

Gobind Ram.