

**BEFORE THE CONSUMER DISPUTES REDRESSAL FORUM  
ERNAKULAM**

**Complaint Case No. CC/21/192  
( Date of Filing : 26 Apr 2021 )**

1. JOHNY MILTON

[Redacted]

.....Complainant(s)

Versus

1. UNIVERSAL SOMPO GENERAL INSURANCE CO LTD  
2ND FLOOR, GRACE CORNER, KALOOR  
KADAVANTHRA ROAD, ERNAKULAM

.....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 : 16 Oct 2023**

**Final Order / Judgement**

**DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION ERNAKULAM**

**Dated this the 16<sup>th</sup> day of October, 2023**

Filed on: 26/04/2021

**PRESENT**

Shri.D.B.Binu

President

Shri.V.Ramachandran

Member

Member Smt.Sreevidhia.T.N

**C.C NO. 192/2021**

**COMPLAINANT**

Johny Milton, [Redacted]  
[Redacted]

(Rep. by Adv. Raynold Fernandez N., M/s. RNM Associates, Opp. Lourdes Hospital, Above Kaptees Collections, 1<sup>st</sup> Floor, Chittoor Road, Ernakulam 682012)

**VS**

**OPPOSITE PARTY**

Universal Sampo General Insurance Company Limited, TR/54/3106-C, 2<sup>nd</sup> Floor, Grace Corner, Kaloor Kadavanthara Road, Kadavanthra, Ernakulam- 682020 represented by its Branch Manager.

(Rep. by Adv. George A. Cherian, George Cherian Associates, Kochi -18)

**FINAL ORDER**

**D.B.Binu, President**

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

The complaint has been filed under Section 35 of the Consumer Protection Act, 2019. The Complainant is the insured party, and the Opposite Party is the insurer. The Complainant alleges that the Opposite Party engaged in fraud, fabrication, and unfair trade practices by rejecting a valid claim application without proper reasons. The Complainant had an 'IOB Healthcare Plus Insurance Policy' from the Opposite Party for a cover of Rs. 1,00,000. The policy covered the Complainant and their parents, with continuous coverage. In March 2021, the Complainant's mother (the patient) was diagnosed with Myopic Choroidal Neovascular Membrane in her left eye and received treatment at Girdhar Eye Institute.

The patient incurred medical expenses, including consultation fees, optical coherence tomography, medicines, and a procedure named Intra Vitreal Accentrix under local anaesthesia. The patient was admitted as an inpatient for a day care treatment. The Complainant submitted reimbursement claim forms and bills on 16/03/2021, with the claim registered as Claim No. 245402. However, on 29/03/2021, the Opposite Party rejected the claim, stating that the procedure was categorized incorrectly and not covered under the day care procedure list.

The Complainant raised a grievance by email on 07/04/2021, requesting a proper reconsideration of the claim. In response, the Opposite Party maintained their position, asserting that the treatment was not covered under day care treatment. The Complainant contends that the rejection is based on false grounds and constitutes unfair trade practice. The policy terms and guidelines do not exclude the procedure, and the patient was discharged on the same day due to advanced technology and infrastructure.

Consequently, the Complainant seeks the following reliefs from the Commission: a) Direct the Opposite Party to reimburse Rs. 27,720 as the Complainant's hospitalization expenses. b) Allow compensation of Rs. 25,000 for the wrongful rejection of the valid claim, causing unnecessary delays. c) Award costs of the proceedings to the Complainant.

**2) Notice**

The Commission issued a notice to the opposite party, and this notice was duly served. Subsequently, the opposite party responded by providing their version.

### 3)THE VERSION OF THE OPPOSITE PARTY

The Opposite Party acknowledges that the Complainant had obtained an IOB Health Care Plus Policy covering himself and his parents for a specific period. The Opposite Party confirms that the Complainant's mother had vision difficulties in her left eye and was diagnosed with Myopic Choroidal Neovascular Membrane. The Opposite Party assert that the treatment for this condition involves Accentrix eye injection, which is an outpatient procedure used to treat eye diseases caused by specific conditions and administered by eye doctors.

The Opposite Party disputes the Complainant's claim that the day care treatment in the policy covers the treatment of the Complainant's mother. the policy clearly states that "treatment normally taken on an outpatient basis is not included in the scope of admission."

The Opposite Party maintains that the administration of the Accentrix injection is considered an outpatient procedure according to the policy guidelines and is not covered under the day care procedure list.

The Opposite Party rejects the Complainant's allegations concerning the rejection of the claim, stating that the claim was carefully scrutinized, and valid reasons for repudiation were provided. They argue that there was no deficiency of service on their part.

The Opposite Party asserts that the procedure undergone by the Complainant's mother falls under outpatient treatment and not day care treatment. The policy guidelines do not contradict the guidelines set by the Insurance Regulatory and Development Authority of India.

In conclusion, the Opposite Party requests that the Complaint be dismissed, accepting their version of events and subjecting the Complainant to pay costs.

### **3) . Evidence**

The complainant had filed proof affidavit and 5 document that was marked as Exhibits-A-1 to A 5.

Exhibit A1: The printout of the details of Accentrix Injection from the website [www.eyesolutions.in/retina/accentrix-injection/](http://www.eyesolutions.in/retina/accentrix-injection/).

Exhibit A2: Copy of the Claim Repudiation Letter (Dated 29/03/2021)

Exhibit A3: Copy of the Email Correspondence.

Exhibit A4: Copy of the relevant sections of the Insurance Regulatory and Development Authority of India (IRDA) guidelines dated 27/09/2019, highlighting the inclusion of "Intra vitreal injections" as a procedure that should not be excluded in health insurance policies.

Exhibit A5: Copy of the Approval of Claim (Dated 11/08/2021)

### **4) The main points to be analysed in this case are as follows:**

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

**5) The issues mentioned above are considered together and are answered as follows:**

In the present case in hand, as per Section 2(7) of the Consumer Protection Act, 2019, a consumer is a person who buys any goods or hires or avails of any services for a consideration that has been paid or promised or partly paid and partly promised, or under any system of deferred payment. The Copy of the Approval of Claim (Dated 11/08/2021) issued by the opposite party (**Exhibits A-5**). Hence, the complainant is a consumer as defined under the Consumer Protection Act, 2019.

The complainant has filed a case seeking compensation for a deficiency in service caused by the opposite party's failure to reimburse Mediclaim, resulting in a deficiency in the service provided to the complainant.

We have heard Sri. Manu George Kuruvilla, the learned counsel appearing for the complainant, submitted that In March 2021, the complainant's mother experienced vision problems in her left eye, which was diagnosed as "MYOPIC CHOROIDAL NEOVASCULAR MEMBRANE."

She went to the hospital on 08/03/2021 and underwent preliminary tests. On 09/03/2021, she was admitted as an INPATIENT at 8 AM, as per the hospital's norms, but this was actually a DAY CARE TREATMENT according to the Policy Terms.

The procedure performed was INTRA VITREAL ACCENTRIX under LOCAL ANESTHESIA, and the patient was discharged later that day with instructions to return for follow-up after 1 month.

The total expenditure incurred amounted to Rs. 27,720.

The complainant submitted Claim No. 245402, but the claim was repudiated, and the complainant received an SMS and a Claim Repudiation Letter dated 29/03/2021.

The Claim Repudiation Letter cited the reason for rejection as the procedure not being a DAY CARE PROCEDURE but an OUTPATIENT treatment (OPD Treatment).

On 07/04/2021, the complainant registered an email grievance, to which they received a reply on 09/04/2021, reiterating that Intravitreal administration is not considered a DAY CARE PROCEDURE.

All of these actions were taken by the opposite party while ignoring the guidelines of the Insurance Regulatory and Development Authority of India (IRDA) dated 27/09/2019, which

explicitly includes "Intra vitreal injections" as a procedure that should not be excluded in health insurance policies.

Furthermore, after the filing of the consumer complaint, a similar procedure on 24/06/2021 was allowed without objection on 11/08/2021, showing that the opposite party's stand on the issue is inconsistent and their reasons for denial are false and motivated by a purposeful denial of a valid claim.

The learned counsel appearing for the Opposite Party, submitted that the Opposite Party acknowledges that the Complainant had acquired an IOB Health Care Plus Policy, covering both the Complainant and his parents for a specific duration. The Complainant's mother was diagnosed with Myopic Choroidal Neovascular Membrane and that the treatment for this condition involves Accentrix eye injection—an outpatient procedure used to treat certain eye diseases, administered by eye doctors.

The Opposite Party disputes the Complainant's assertion that the policy's day care treatment covers the treatment of the Complainant's mother. According to the policy, "treatment normally taken on an outpatient basis is not included in the scope of admission."

Furthermore, the Opposite Party argues that the administration of the Accentrix injection is considered an outpatient procedure as per the policy guidelines and is not listed as part of the day care procedure.

The Opposite Party rejects the Complainant's allegations regarding the claim rejection, asserting that they carefully examined the claim and provided valid reasons for repudiation. They contend that there was no deficiency of service on their part.

The Opposite Party maintains that the procedure undergone by the Complainant's mother qualifies as outpatient treatment and not day care treatment, and it complies with the guidelines set by the Insurance Regulatory and Development Authority of India.

In conclusion, the Opposite Party requests the dismissal of the Complaint and urges the Commission to accept their version of events, proposing that the Complainant be held responsible for the costs incurred.

- A. The Complainant contends that the Opposite Party rejected the claim without valid reasons and against the policy's terms and guidelines. To assess this, we must consider whether there was a deficiency in service or an unfair trade practice on the part of the Opposite Party.
- B. The Complainant's mother received medical treatment, including the procedure of Intra Vitreal Accentrix, which was categorized as an outpatient procedure. However, the Opposite Party insists that this procedure falls under outpatient treatment and not day care treatment, as per the policy guidelines.
- C. **To evaluate this claim, we refer to the policy terms.** The policy defines day care treatment as a medical or surgical procedure undertaken under general or local anesthesia in a hospital or daycare center in less than 24 hours due to technological advancement, which would otherwise require hospitalization of more than 24 hours. Treatment normally taken on an outpatient basis is explicitly excluded from this definition.

- D. The Opposite Party maintains that the Accentrix injection falls under outpatient treatment, which aligns with the policy's terms. However, it is essential to consider the guidelines issued by the Insurance Regulatory and Development Authority of India (IRDAI). **Exhibit A4** highlights that "Intra vitreal injections" should not be excluded in health insurance policies. The Opposite Party's rejection of the claim based on this procedure contradicts the IRDAI guidelines.
- E. Furthermore, **Exhibit A5** demonstrates that a similar procedure on 24/06/2021 was allowed without objection on 11/08/2021. This inconsistency in the Opposite Party's actions suggests an unfair trade practice

The Commission has considered the evidence provided by both parties, the relevant provisions of the Consumer Protection Act, 2019, and the guidelines issued by the Insurance Regulatory and Development Authority of India (IRDAI). The Commission has also taken into account the inconsistency in the Opposite Party's actions, as demonstrated in **Exhibits A4 and A5**, which supports the finding of unfair trade practices.

In light of the deficiencies in service and unfair trade practices observed, the Commission finds merit in the Complainant's claims. The Complainant is entitled to relief.

We find the issue Nos. (II) to (IV) are also found in favour of the complainant for the serious deficiency in service that happened on the side of the opposite party. Naturally, the complainant had suffered a lot of inconvenience, mental agony, hardships, financial loss, etc. due to the negligence on the part of the opposite party.

In view of the above facts and circumstances of the case, we are of the opinion that the opposite party is liable to compensate the complainant.

Hence the prayer is partly allowed as follows:

- I. The Opposite Party shall reimburse Rs.27,720 as hospitalization expenses to the Complainant.
- II. The Opposite Party shall pay Rs 20,000/- as compensation for the deficiency of service, mental agony, and physical hardships caused by their actions, as well as for the wrongful rejection of a valid claim resulting in unnecessary delays, awarded to the Complainant.
- III. The Opposite Parties shall also pay the complainant Rs. 10, 000/- towards the cost of the proceedings.

The above-mentioned directions which shall be complied with by the Opposite Party within 30 days from the date of the receipt of a copy of this order. Failing which the amount ordered vide (i) and (ii) above shall attract interest @9 % from 26.04.2021 till the date of realization.

Pronounced in the Open Commission on this the 16<sup>th</sup> day of October,  
2023

Sd/-

D.B.Binu, President

Sd/-

V. Ramachandran, Member

Sd/-

Sreevidhia.T.N, Member

Forwarded/By Order

Assistant Registrar

**Appendix**

**Complainant's evidence**

Exhibit A1: The printout of the details of Accentrix Injection from the website [www.eyesolutions.in/retina/accentrix-injection/](http://www.eyesolutions.in/retina/accentrix-injection/).

Exhibit A2: Copy of the Claim Repudiation Letter (Dated 29/03/2021)

Exhibit A3: Copy of the Email Correspondence.

Exhibit A4: Copy of the relevant sections of the Insurance Regulatory and Development Authority of India (IRDA) guidelines dated 27/09/2019, highlighting the inclusion of "Intra vitreal injections" as a procedure that should not be excluded in health insurance policies.

Exhibit A5: Copy of the Approval of Claim (Dated 11/08/2021)

**Opposite party's evidence**

Nil

Despatch date:

By hand: By post

kp/

**CC No. 192/2021**

**Order Date: 16/10/2023**

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

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

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