

**ADDITIONAL DISTRICT CONSUMER DISPUTES
REDRESSAL COMMISSION, BELAGAVI**

Dated this 19th AUGUST, 2026

Complaint No.381/2025

Present:	1) Sri Mahantesh. I. Shigli B.A., L.L.M.	President
	2) Sri.Girishagouda S. Patil, B.Sc., L.L.B. (Spl)., PGDCA.	Member
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Complainant/s:

- 1) Smt. Prafulla W/o Devdutt Koppikar,
Age: 75 Years, Occ: Household,
- 2) Smt. Niyati W/o Sachin Jadhav,
Age: 45 Years, Occ: Household,
- 3) Kum. Nirupama D/o Devdutt,
Age: 40 Years, Occ: Private Service,
All residents of Flat No.27, Commanders
Wing Road, Yashwant Vihar Colony,
Nanawadi, Belagavi – 590 009.

(Rep. by Sri.Rohit N Latur, Adv)

Opposite Parties:-

- 1) The Star Health And Allied Insurance Company Ltd,
Represented through its Branch Manager,
Revankar's Pride, 4th Floor, CTS No.5918/5922,
Congress Road, Shivaji Colony, Tilakwadi,
Belagavi – 590 006.

(OP Rep. by Sri. S.K.Patil, Adv.)

(Order dictated by Sri Mahantesh.I.Shigli, President)

ORDER

This complaint is filed by the complainants u/s 35 of C.P. Act, 2019 alleging deficiency in service and seeking direction to OP-Insurance Company to pay an amount of Rs.2,50,000/- and

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Rs.15,000/- towards follow-up treatment along with interest @ 18% per annum. The complainants further seek for an order to direct the OPs to pay an amount of Rs.1,00,000/- towards mental agony, harassment etc.

2. The brief facts of the case:-

It is the case of the complainants that complainant No.1 is the wife and complainant No.2 and 3 are the children of one Mr. Devdutt Koppikar, who was insured under policy issued by the OP-Insurance Company named as "STARS SENIOR CITIZEN POLICY" which was valid between 24.11.2022 to 30.11.2025. It is the case that the policy was issued in the year 2019 i.e. on 23.11.2019 for assured sum of Rs.3,00,000/- and it was renewed year after year, till 30.11.2025 and the assured sum was enhanced to the sum of Rs.5,00,000/- by charging extra premium. It is said that the earlier premium was for Rs.15,222/- and after renewal, it was raised up to Rs.21,240/-. The complainant submits that the said policy covers room boarding nursing expenses, hospital and nursing expenses, Intensive Care Unit expenses etc. and the OP-Insurance Company advertised the said policy to be cashless assuring the treatment service without any hick-ups.

3. It is said that the insured Devdutt was admitted to the hospital on 10.03.2025, where he was diagnosed with Cardiac Vascular Angio (C.V.A.). He was in IPD of the Venogram Hospital, Belagavi between 10.03.2025 and 30.03.2025. The cashless claim was deferred by the OP-Insurance Company saying that they will pay the entire expenses after the submission of the entire bills and accordingly, after the discharge i.e. on 30th March, 2025, the complainants said to have submitted to the bills to the OP-Insurance Company and sought for re-imburement of the entire amount. It is

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stated that, despite several requisitions, the OP-Insurance Company is said to have settled the claim to the extent of Rs.2,00,000/- only and failed to pay the balance amount of Rs.2,50,000/-. It is stated that though the complainants submitted the entire bills to the said claim, the OP-Insurance Company rejected the claim stating that maximum amount eligible as per the sublimit for cerebro vascular has already been exhausted and therefore, the claim cannot be admitted. This is stated to be deficiency in service and the OP-Insurance Company has not acted in good faith which is stated to be an unfair trade practice. Hence, this complaint.

4. Having registered this complaint, the OP-Insurance Company has been notified as to the claim of the complainant, wherefore, the complainants has appeared through its counsel and filed it's detailed version. It has been contended by the OP-Insurance Company, that the insured submitted the request of medical expenses for hospitalization, as per the detailed insured claim, an amount of Rs.5,00,000/- with initial approval of Rs.2,00,000/-. Based on the latest request and the documents submitted by the insured, the OP has approved Rs.2,00,000/- and have already settled an amount of Rs.2,00,000/- on 23.06.2025 UTR No.HDFCN52025062308956631 towards hospitalization expenses in cashless facility for the above claim. Later, on the complainant requested for reimbursement of total medical expenses of Rs.5,00,000/-. Whereas, the insurer i.e. OP already paid the maximum eligible amount as per sub limit incorporated. In the above policy, the maximum amount payable for the treatment is Rs.2,00,000/- per policy period for the restricted sum insured of Rs.3,00,000/- and he OP-Insurance Company had already settled the same towards hospitalization expenses in cashless facility which is the maximum admissible amount under the above policy issued

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to the insured. Therefore, there is no further amount available for payment under the policy for the present claim.

5. It is further contended by the OP-Insurance Company that after comprehensive assessment, it is observed that the complainant's total claim is Rs.4,28,308/-, out of it, Rs.1,34,758/- is the professional fees (Surgeon, Anaesthetist, Consultation Charges etc.) whereas, the profession fees/charges 25% sum insured only eligible as per the policy terms under 2. Coverage C And also as per the policy condition Co pay amount 30% of sum assured. The expenses payable during the entire policy period for treatment of the Cerebro Vascular Accident on individual basis is limited to the amount mentioned in coverage for sum insured Rs.3,00,000/- is limited to Rs.2,00,000/- which the insurer has already settled in cashless claim. Therefore, there is no claim remained to pay to the insured. Hence, no further amount is payable under the claim.

6. On this counts, the OP-Insurance Company submits that the terms and conditions of the policy shall govern the contract and party shall abide by it and hence, the complaint is devoid of merits and the OP-Insurance Company sought for dismissal accordingly.

7. In furtherance of the proof, the complainant NO.1 filed her affidavit evidence as PW1 and as many as 17 documents are marked as EX P1 to P17. And later to that, OP-Insurance Company, lead its evidence through RW1 and EX R1 and R2 only are marked. In furtherance of the said proceedings, when the matter was posted for filing written arguments, it is the counsel for complainant only has filed written arguments, whereas OP-Insurance Company despite order, has not filed written arguments. Later to that, we have

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heard the learned counsel for the complainant and OP-Insurance Company neither filed its written arguments, nor advanced its oral submission as well. Based on the above, the following points do emerge for our determination and disposal, viz -

- Point No.1:- Whether the complainants prove deficiency in service on the part of OP-Insurance Company?
- Point No.2:- Whether the complainants are entitled to the reliefs as sought for?
- Point No.3:- What order?

Our findings to the above Points are:

Point No.1 - In affirmative,

Point No.2 - Partly in affirmative,

Point No.3 - As per final order for the following:

REASONS

8. **POINT NO.1:** The perusal of the complaint as well as the written version filed by the parties reveal the fact that the existence of the policy as on the date of the insured being treated in Venugram Hospital has remained un-questioned. The OP-Insurance Company has also not disputed the submission of the bills by the complainants. And the perusal of EX R1 reveals that the complainants have submitted for a total bill of Rs.4,28,308/- and the OP-Insurance Company resorts to its stand that the settlement is restricted to sublimit for Cerebro Vascular at Rs.2,00,000/- only. To this stand, the OP-Insurance Company has relied upon EX R1 on Page No.3. The document at EX R1 also notifies that the claimed amount for CVA is for Rs.3,85,066/- and the Company amount is

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assessed at Rs.2,69,546/- and approved sublimit is to the extent of Rs.2,00,000/- only.

9. In this connection, we have gone through the another document placed on record at EX R2 by OP-Insurance Company and we could not find any relevant portion with regard to the sublimit of liability of OP-Insurance Company to the extent of Rs.2,00,000/-. This Commission could not lay its hand to any of the stipulation contained in the policy issued by the OP-Insurance Company. It is unfortunate to observe that this part of the contention raised by the OP-Insurance Company with regard to sublimit has not been identified and brought to the notice of this Commission in EX R2. Moreover, as we have already observed the OP-Insurance Company has not made efforts to convince this Commission that this contention of sublimit of Rs.2,00,000/- is incorporated under the contract of insurance except its filing affidavit evidence. Hence, we are unable to assess this part of the contention of OP-Insurance Company. Moreover, it is not the case of the OP-Insurance Company that this document at EX R2 was handed over to the deceased insured while issuing policy document. Moreover, as contended by the complainant that the sum insured in the earlier policy i.e. in the year 2019 was enhanced to the extent of Rs.5,00,000/- when the premium was also enhanced for the period between 2022 to 2025. Hence, in our considered approach, this sub limit, if any said to have been incorporated in the policy gets no significance after the policy being renewed.

10. It is admitted fact that the policy issued in the year 2019 was renewed for a period of 3 years i.e. between 24.11.2022 to 30.11.2025. Hence, we are of the considered opinion that the OP-Insurance Company has not clarified either in its written version or

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in its evidence that the stipulation as contained in the earlier policy dated: 23.11.2019 were/are revamped and new contract of insurance came into existence after the renewal of the new policy. Hence, we do conclude that, as contended by the OP-Insurance Company in its written version, the complainants have sought for reimbursement of the total amount of Rs.4,28,308/-, whereas the OP-Insurance Company has settled the claim only to the extent of Rs.2,00,000/- which is unreasonable and against the policy conditions. In the light of the above facts and circumstances, we are of the considered opinion that the balance amount of Rs.2,28,308/- needs to be reimbursed to the complainants. And the contention of the OP-Insurance Company is against the stipulation of the contract. This in our considered approach is deficiency in service on the part of OP-Insurance Company. Accordingly, we hold Point No.1 needs to be answered in the affirmative and the same is answered accordingly.

11. POINT NO.2: As we have already discussed at length as to the facts and circumstances which has lead to the institution of this complaint, we are of the considered opinion that this Commission has already opined that there is deficiency in service, the consequent result is that the OP-Insurance Company shall settle the claim of the complainants to the extent of Rs.2,28,308/- with appropriate interest and hence, the point No.2 for our consideration is also answered partly in affirmative.

12. POINT NO.3: With these discussions and the details of the reasons that we have assigned on the previous points, the complainant filed by the complainants needs to be allowed in the following lines, for which, we proceed to pass the following:

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:ORDER:

The complaint filed by the complainants u/s 35 of C.P. Act, 2019 is partly allowed. And it is hereby ordered that-

- (1) The OP-Insurance Company shall settle the claim of complainant to the extent of Rs.2,28,308/- with interest @ 12% per annum from the date of discharge i.e. 30.03.2025.
- (2) The OP-Insurance Company shall further pay an amount of Rs.10,000/- by way of compensation for the mental agony as well as inconvenience caused to the complainants.
- (3) The OP-Insurance Company shall further pay an amount of Rs.5,000/- towards litigation costs.
- (4) The above said sum shall be paid to the complainants by OP-Insurance Company within a period of 60 days from the date of this order, failing which, the aggregate amount shall carry additional interest @ 6% p.a. from the date of this order, till realization of the entire amount.
- (5) Send free copy of this Order to parties.

(Order dictated, corrected and then pronounced by us in the open Commission on 19th August, 2026)

ca 19/8/2026
Sri.Girishagouda.S.Patil,
Member

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Sri.M.I.Shigli,
President



ANNEXURE1) Witness examined on behalf of complainant No.1

Smt. Prafulla W/o Devdutt Koppikar – PW-1

2) Documents produced on behalf of complainants –

Ex-P1	Letter to complainant by OP
Ex-P2	Health Insurance Policy,
Ex-P3	Senior Citizens Red Carpet Insurance,
EX P4	Claims Communications letter dated: 07.07.2025 ,
EX P5	Cashless final approval letter, dated: 29.03.2025,
EX P6	Discharge Advice Summary,
EX P7	Letter regarding difference in settlement of claim.
EX P8	Letter regarding unable to admit claim.
EX P9	Copy of Provisional Bills issued by Venugram Hospital,
EX P10	Legal notice dated: 31.07.2025,
EX P11	Acknowledgement,
EX P12	Advance Receipt issued by Venugram Hospital,
EX P13	Medical bill issued by Lakeview Hospital regarding MRI Brain plain + Brain Angio + Neck
EX P14 & P15	Medical bill issued by Venugram Hospital, Belgaum
EX P16 & P17	Acknowledgement for having remitted hospital bills

3) Witness examined on behalf of OP:-

Shri N. Sheshagiri Rao S/o N. Umakanth Rao- RW1

4) Documents produced on behalf of OP -

Ex-R1	Bills Assessment Sheet,
Ex-R2	Customer Information Sheet,

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Sri.Girishagouda.S.Patil,
Member

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Sri.M.I.Shigli,
President

