

**BEFORE THE CONSUMER DISPUTES REDRESSAL FORUM  
ERNAKULAM**

**Complaint Case No. CC/16/671  
( Date of Filing : 02 Dec 2016 )**

1. MATHEW  
KOTTAYAM .....Complainant(s)

Versus

1. UNITED INDIA INSURANCE COMPANY LTD.  
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 : 14 Nov 2023**

**Final Order / Judgement**

**DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION ERNAKULAM**

Dated this the 14<sup>th</sup> day of November,  
2023.

Filed on: 02/12/2016

**PRESENT**

|                     |                           |
|---------------------|---------------------------|
| Shri.D.B.Binu       | President                 |
| Shri.V.Ramachandran | Member Smt.Sreevidhia.T.N |
|                     | Member                    |

**C.C. NO 671/2016**

**COMPLAINANTS**

1. Sumol Mathew, Mupprappalli House, Keezhoor.P.O, Thalayolaparambu, Kottayam.
2. Jeevan Mathew, Mupprappalli House, Keezhoor.P.O, Thalayolaparambu, Kottayam.
3. John Mathew, Mupprappalli House, Keezhoor.P.O, Thalayolaparambu, Kottayam.
4. Tom Mathew, Mupprappalli House, Keezhoor.P.O, Thalayolaparambu, Kottayam.

(Rep. by Advs. Sivaram R Menon & Elizabeth Kurian, M/s.Sivsankar

Associates, 2nd Floor, 39/692,"Abhayam", Mahakavi.G.Road,  
Karikkamuri, Cochin - 682 011.)

VS

## **OPPOSITE PARTIES**

1. United India Insurance Company, City Branch Office No:1, Jos Trust Building, Chittoor Road, Ernakulam-682035 Rep by Branch manager. (Rep. by Adv. T.J.Lakhmanan, Mega Arcade, Power House Road, Cochin-18)
2. UAE Exchange Foreign Exchange Service, Visa Service, Thalayolaparambu, Kottayam District. Rep by Branch Manager
3. Heritage Health TPA PVT LTD, Elite Auto House, 54-A, Ground Floor (Rear Side), Andheri Kurla Road, Chakala, Mumbai-400093. Rep. by Managing Director

## **FINAL ORDER**

### **D.B. Binu, President:**

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

The complaint was filed under Section 12 (1) of the Consumer Protection Act,1986. The brief facts, as averred in the complaint, are that the complainant was a farmer by occupation. The original Complainant in the above case was passed away on 11-07-2018. The counsel for the Complainant had filed I.A NO 38 of 2019 before the commission that to implead legal heirs of the original Complainant. The commission allowed the I.A. Hence, wife and 3 sons of the deceased Complainant were impleaded as the complainant 1,2 and 3. The 1st Opposite Party is the United India Insurance Company having its office in the address stated above and the 2nd Opposite Party is UAE Exchange Service having its office in Thalayolaparambu which also provides service as an agent of the 1st Opposite Party (Agency Code No: AGC0000024). To the knowledge of the complainant, the 3<sup>rd</sup> Opposite Party is a company providing its service to the 1st Opposite Party in the field of investigation into the past medical history of patients/claimants who have joined the Medi claim policy with the 1st Opposite Party. The complainant has no relationship, contractual or otherwise with the 3rd Opposite Party. The Complainant planned to visit his children in Qatar and Abu Dhabi in the month of March 2015 and for the said purpose and mainly due to the insistence of the 2nd Opposite Party, the Complainant availed Overseas Medi claim B & H Policy No: 1002032814P110658951 for the period 5-3- 2015 to 2-6-2015 from the 1st Opposite Party through their agents the 2nd Opposite Party. The policy was mainly availed for the purpose of coverage of expenses, which one might incur after boarding flight / aircraft in the event of illness and/or treatment following the accident, personal accident, loss of checked in baggage, delay of checked in baggage, loss of passport and personal liability. At the time of availing the Overseas Medi claim policy, no questions regarding the medical history or the physical condition of the complainant were asked by the 2 Opposite Party. UAE Exchange and Financial Services. The Complainant was just told to sign the application, give his photo and his identification card and was told to pay the premium. The Complainant paid an amount of Rs.3,226/- as premium for availing the Overseas Medi Claim Policy. On 18-4-2015, when the Complainant was in Abu Dhabi UAE, the Complainant suffered from acute breathing trouble and was admitted in an emergency condition to Al Ahli Hospital in Abu Dhabi. The Complainant was taken to emergency care and later transferred to ICU for further treatment. He was in the hospital for 3 days and on finding that the Complainant was getting better, the Complainant sought for a discharge and asked to be transferred back to India at his risk. The expenses at Al Ahli Hospital, Abu Dhabi came to about AED 30,550/- which comes to approximately Rs.5,23,077 which was paid by the Complainant. The Complainant was discharged on 21-4-

2015 and subsequently flew back to India and got admitted to Medical Trust Hospital on 22-4-2015. On 24-4-2015, the Complainant had signed the claim form of the 1st Opposite Party and on 28-4-2015 the Jeevan Mathew Peter, son of the Complainant submitted the claim form along with a letter attaching (i) Travel Insurance Copy, (ii) Discharge Summary from Al Ahli Hospital, Abu Dhabi, (iii) Medical Bills from Al Ahli Hospital Abu Dhabi, (iv) Diagnostic Reports and (v) Air Tickets and sent the claim form to the 1st Opposite Party for processing. The amount claimed was AED30,550/-, i.e., Rs.5,23,077/- which is inclusive of charges for points (i) to (v) mentioned above. The Complainant was surprised to receive a communication dated 10-07-2015 from 3rd Opposite Party Heritage Health TPA Pvt Ltd revealing that their medical panel was of the opinion that the Complainant has been treated for acute exacerbation of chronic obstructive pulmonary disease, hypertension, diabetes and heart failure and that from the medical documents of the Complainant it has come to the notice that Complainant has past medical history of chronic obstructive pulmonary disease, hypertension, diabetes and heart failure. The said communication also revealed that based on the documents and on the opinion of their medical panel, the claim of the Complainants is inadmissible as they are related to the direct complications of the past medical history of The Complainants and hence is excluded from the scope of medical coverage and that policy does not cover any pre-existing disease and related complications. The Complainants were shocked to receive the said notice rejecting his claim. The Complainants have not voluntarily given any authority to the 1<sup>st</sup> Opposite Party to appoint the 3 rd Opposite Party nor has he given any direct authority to the 3rd Opposite Party to investigate into his previous medical history / records and the same has been done so without the sanction of the Complainant, which is an infringement on the right to privacy of the Complainant. So also, the Complainants has not handed over any medical records other than records connected with the incident in Abu Dhabi to the 1<sup>st</sup> Opposite Party. After preferring a complaint to the grievance cell, the Complainants received a letter dated 30-09-2015 from the 1st Opposite Party contending that the grievance of the Complainants had been registered and that the 1st Opposite Party received the claim file of the Complainants from the 3rd Opposite Party and that as per the medical certificate, the expenses are incurred directly due to past medical history ailments and any consequences attributable to accelerated by or arising therefrom cannot be paid. Hence the claim of the Complainants was again repudiated on the ground that "**the claim cannot be considered as per Policy Exclusion-Pre-existing condition and related ailment' cannot be paid**". The Complainants had joined the Overseas Mediclaim B & H Policy Schedule of the 1st Opposite Party on the recommendation/canvassing of their agents, the 2nd Opposite Party. At the time of joining the scheme / travel insurance and signing the papers no questions were asked to the Complainants by any of their staff or agents regarding previous procedures or surgeries undergone by him or any previous diseases suffered by him. The Complainants was just told to sign the application, give his photo and his identification card and was told to pay the premium amount. The Complainants has not suppressed any material fact since he has never suffered a heart failure in his life. He has been taking medication for diabetes and hypertension after the age of 60 only. Had the Complainants known that it was mandatory to know the details he would have certainly given the same to 2 Opposite Party who are the agents of the 1 st Opposite Party, as the Complainants would stand to gain nothing by suppressing the same. As it is, it was not the Complainants who insisted for a travel insurance policy and it was only due to the canvassing and coaxing of the 2nd Opposite Party that he relented. The Complainants cannot be held liable for concealment or suppression of material facts, for the fault on the part of the company or its agents in enlightening him regarding the detailed clarification of the same. It is the duty of the agent of the company to explain the pros and cons of the insurance policy so also the risks of suppression of any facts whatsoever which is relevant to the policy details. It is totally false to say that the Complainants had been suffering

from obstructive pulmonary disease and has suffered a heart failure. The Complainant is a farmer and his income is very meagre and barely sufficient for the bare minimum necessities. The Complainants had been put to severe hardship and suffering due to the actions adopted by the Opposite Parties which are against fair trade practices and the services provided are highly deficient. The acts of the Opposite Parties have caused huge loss, anxiety and mental trauma to the Complainant, which can be made good compensated only by way of adequate compensation. The Complainants are not liable to bear losses caused due to the negligent and deficient services of the Opposite Parties which are untrustworthy and non-dependable and non-reliable. The complainants had approached the Commission seeking an order directing the 1st Opposite Party to pay Rs.5,23,077/- which is the amount paid by the Complainants towards hospital expenses with interest and to pay Rs.50,000/-with interest @ 12% per annum as compensation for the loss, mental agony and the suffering which the Complainants had undergone due to the unfair trade practice and deficient service provided by the 1st, 2nd and 3rd Opposite Parties from date of filing till realisation.

## **2). Notices**

The Commission issued notices to the opposite parties. All of the opposite parties received the notice, but the third opposite party did not file their version. Consequently, the third opposite party is considered to be set ex-parte. Furthermore, the second opposite party has also not filed their version in accordance with the proceedings.

## **3). THE VERSION OF THE 1<sup>ST</sup> OPPOSITE PARTY**

The opposite party insurance company granted an Overseas Mediclaim Policy for the period from 05/03/2015 to 02/06/2015 bearing Policy No: 100203/28/14/P/110658951. The opposite party granted the said policy subject to the terms and conditions and it is a settled law that the parties to the insurance contract are bound by the terms and conditions of the policy issued. The claim lodged by the Complainants were not considered by the insurance company since the claim of the complainants clearly attracts the exclusion clause "**Pre-existing condition and related ailment**" are not payable. The said exclusion clause which clearly specify that all medical expenses incurred directly due to past medical history ailments and any consequences attributable to accelerated by or arising there from as per the medical history is not payable. The Complainants submitted a claim for a sum of AED 30,550/- the expenses incurred for the treatment undergone at Ahalia Hospital Mussafah, UAE. The Complainant was treated for Acute exacerbation of Chronic Obstructive pulmonary disease, hypertension, diabetes and heart failure. the discharge summary of Ahalia Hospital Mussafah, UAE it reveals that the patient was undergone for significant diagnosis for and as per the same he is having uncontrolled diabetes mellitus, Uncontrolled hypertension, Chronic Obstructive Pulmonary diseases with acute exacerbation. Chronic ischemic heart disease. Acute heart failure + chronic cor pulmonale. Fatty liver. Thus, the complainant is having the treated illness before the commencement of the policy and the claim of the complainants clearly attracts the exclusion clause. Here in this case the Complainants availed the policy on 05/03/15 and he was admitted in the hospital on 18/04/15. i.e within 43 days from the date of commencement of the policy. After perusing all the relevant documents, the opposite party insurance company repudiated the claim only in accordance with law relying on the policy conditions and was informed to the complainants via letter dt.10/07/2015. Moreover, it is held by the Honourable apex court in a decision reported in 2013 (1) KHC short note 16 (SC) "That the terms of insurance policy have to be strictly construed in order to determine the extent of the liability of the insurer, it is not permissible for the court to substitute terms of the contract itself." The Complainants are not entitled for the reliefs as he

prayed in the complaint. Moreover, no cogent evidence is produced by the Complainants to prove that they are entitled for the reliefs as he prayed. The complainants are not entitled for any compensation, interest or cost from this opposite party. The insurance company acted only in accordance with law relying on the policy condition and the said action of the company cannot be termed as unfair trade practice or deficiency in service on their part.

### **3) . Evidence**

The complainants produced a proof affidavit and five documents marked as Exhibits A-1 to A-10. The complainants were examined as PW1and PW2.

**Exhibit A-1:** Overseas Mediclaim Policy No: 1002032814P110658951 issued by the 1st Opposite Party, dated 05-03-2015.

**Exhibit A-2:** Communication sent by the son of the Complainant to the 1st Opposite Party, dated 28-04-2015.

**Exhibit A-3:** Communication repudiating the claim of the Complainant issued by the 3rd Opposite Party, dated 10-07-2015.

**Exhibit A-4:** Communication issued by the Complainant to the Regional General Manager, Grievance Cell of the 1st Opposite Party, dated 18-08-2015.

**Exhibit A-5:** Communication issued by the 1st Opposite Party confirming the repudiation dated 10-07-2015 of the claim of the Complainant, dated 30-09-2015.

**Exhibit A-6:** Copy of the receipt for the advance of 10,000 AED paid by the Complainant to Al Ahli Hospital Abu Dhabi, dated 18-04-2015.

**Exhibit A-7:** Copies of inpatient bills from Al Ahli Hospital Abu Dhabi, dated 21-04-2015.

**Exhibit A-8:** Copy of cash vouchers for 2,610 AED issued by Al Ahli Hospital Abu Dhabi, dated 18-04-2015.

**Exhibit A-9:** Copy of cash vouchers for 400 AED issued by Al Ahli Hospital Abu Dhabi, dated 18-04-2015.

**Exhibit A-10:** Copy of the e-Ticket receipt for the Complainant's flight for QAR 2,810 issued by Etihad Airways, dated 21-04-2015.

The 1<sup>st</sup> opposite party produced two documents, marked as Exhibits B-1 and B-2.

**Exhibit B-1:** The discharge summary of the complainant issued from Ahalia Hospital, UAE.

**Exhibit B-2:** The copy of the in-patient bill issued from Ahalia Hospital, UAE.

### **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 parties to the complainant?

- iii) If so, whether the complainant is entitled to get any relief from the side of the opposite parties?
- iv) Costs of the proceedings if any?

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

As per Section 2 (1) (d) of the Consumer Protection Act,1986, a consumer is a person who buys any goods or hires or avails of any services for a consideration which has been paid or promised or partly paid and partly promised, or under any system of deferred payment. The complainant had produced a copy of the policy issued by the 1<sup>st</sup> opposite party through the 2<sup>nd</sup> opposite party M/s UAE Exchange. (**Exhibit A-1**). Hence, the complainant is a consumer as defined under the Consumer Protection Act, 1986 (Point No. i) goes against the opposite parties.

The above case is filed by the complainant for compensation for the deficiency in service of the opposite parties in connection with the repudiation of the medical claim on the ground that "the claim cannot be considered as per Policy Exclusion-Pre-existing condition and related ailment' cannot be paid". The case of the complainant is that he had availed Exhibit A-1 policy issued by the 1<sup>st</sup> opposite party through the 2<sup>nd</sup> opposite party M/s UAE Exchange. The policy commenced from 05/03/2015 and up to 02/06/2015. According to the complainant no questions regarding his medical history was asked by the 2<sup>nd</sup> opposite party. The complainant went to UAE and on 18/04/2015 at UAE he suffered acute breathing trouble and was admitted in the hospital at UAE. He was admitted in the hospital for 3 days and according to his own wish he left the hospital and came back to India. The complainant had incurred an expense of AED 30,550/- which come to approximately Rs. 5,23,077/- of Indian rupee. There after he lodged a claim but the same was repudiated by the 3<sup>rd</sup> opposite party vide Exhibit A3 dt. 10/07/2015. There after the 1<sup>nd</sup> opposite party also intimated the complainant about the repudiation of the claim as per Exhibit A-5 letter dt. 30/09/2015.

The learned counsel for the complainants submitted that the Complainants has not handed over any medical records to the 3rd Opposite Party since there is no contractual relationship between them. The communication dated 10-07-2015 does not even reveal as to what are the documents based upon which they have reached the conclusion that the Complainant had a past medical history of aforesaid diseases. The Complainant has never suffered a heart failure in his life. He has been taking medication for diabetes and hypertension after the age of 60 only. The Complainant is suffering such kind of a pulmonary attack for the first time in his life.

The learned counsel for the first the opposite party submitted that the claim was repudiated relying on the policy condition and it is a settled law that the parties to the insurance contract are bound by the terms and conditions of the policy, as settled by **the Hon'ble Supreme Court in decision reported in 2004 SAR (Civil) Page 907, in UIIC CO Ltd. V Harichand Rai Chandanlal**. The insurance company had acted only in accordance with law in repudiating the claim duly relying on the policy conditions. It is already held by the Hon'ble Supreme Court that the terms of the insurance policy have to be strictly construed in order to determine the liability of the insurer and it is not permissible for the court to substitute the terms of the contract itself. The position of law is reported in **2013(1) KHC SN page 16**.

The question to be considered in this case is that, whether the repudiation of the claim by the 1<sup>st</sup> opposite party is sustainable/ not. As per the said discharge summery Exhibit B1 the complainant was admitted in the hospital on 18/04/2015 and discharged against medical advice on 21/04/2015. In the said discharge summery it is specifically stated about the pre-existing health condition of the complainant and it is stated that he is having uncontrolled diabetes mellitus, uncontrolled hypertension, chronic obstructive pulmonary disease with acute exacerbation, chronic ischemic heart disease, acute heart failure + chronic cor pulmonale and fatty liver. Thus, from the said treatment records it reveals that the complainant is having severe illness even before the commencement of policy and the policy was commenced on 05/03/2015. The complainant was admitted in the hospital with his illness on 18/04/2015 which is within 40 days from the date of commencement of the policy. It is not possible to have an acute heart failure, chronic obstructive pulmonary disease with acute exacerbation, chronic ischemic heart disease, uncontrolled diabetes and hypertension within a short span of 40 days from the commencement of the policy. Thus, it is clearly proved that the complainant had availed the policy by suppressing the pre-existing illness and pre-existing health conditions, thus the repudiation of the claim by this opposite party for the above said reasons relying on policy condition/ exclusions cannot be termed as a deficiency in service on their part. It is submitted that when a person/ authority rendering service taking all precautions and considering all relevant facts and circumstances in the course of transaction and their action being in good faith 'No deficiency' can be said to be there and the said position of law is held by the **Hon'ble Supreme Court in a decision reported in 2000 S.A.R (civil) page 40 in Revneet singh Bagga Vs KLM Royal Dutch Airlines & another.** In para 10 of the complaint, the complainant had pleaded that he cannot be held liable for concealment/ suppression of the material facts for the fault on the part of the company/ its agents in enlightening him regarding the details of the policy. The said admissions on part of the complainant itself proves that he is having the mentioned illness as recorded in Exhibit B-1 discharge summary, even prior to the commencement of the insurance policy. Moreover, it is a settled law that an insurance contract is known as contract of "utmost good faith". This means both the insured and the insurer must disclose all material facts such as pre-medical condition, history illness and other relevant details while taking the policy and the said principle requires parties to deal honestly and fairly with each other. The insurer (1<sup>st</sup> opposite party) had acted in utmost good faith by believing the insured / complainant, but the complainant/ insured failed to act honestly and his actions. The complainant is well aware about the policy and its conditions because he never raised any protest with regard to the policy and its conditions and never sought any clarification even after acknowledging the policy.

The third opposite party's conscious failure to file their written version in spite of having received the Commission's notice to that effect amounts to an admission of the allegations levelled against them. Here, the case of the complainant stands unchallenged by the third opposite party. We have no reason to disbelieve the words of the complainant as against the third opposite party. The **Hon'ble National Commission held a similar stance in its order dated 2017 (4) CPR page 590 (NC).**

The second opposite party has also failed to submit their version in accordance with the proceedings of the Commission. Since the Complainant has explicitly stated that he has never suffered from chronic obstructive pulmonary disease or heart failure, it is the responsibility of the Opposite Parties to present the documents that led them to conclude that the Complainant's claim should be rejected. However, they have failed to produce any such documents.

## Top of Form

The Honourable Supreme Court in the case of **Manmohan Nanda vs United India Insurance Co. Ltd.** on 6 December 2021, CIVIL APPEAL NO.8386/2015, held that:

"The object of seeking a Mediclaim policy is to seek indemnification in respect of a sudden illness or sickness which is not expected or imminent and which may occur overseas. If the insured suffers a sudden sickness or ailment which is not expressly excluded under the policy, a duty is cast on the insurer to indemnify the appellant for the expenses incurred thereunder."

In another ruling by the Honourable Supreme Court of India, under the Civil Appellate Jurisdiction, presided over by Justices M.R. Shah and B.V. Nagarathna, in the case of **Gurmel Singh V. Branch Manager, National Insurance Co. Ltd.** (Civil Appeal No. 4071 of 2022 dated May 20, 2022), it was observed,

"In numerous instances, insurance companies have been noted to reject claims on insubstantial or technical bases. When addressing claims, insurers shouldn't overly rely on technicalities, especially when demanding documents that claimants cannot furnish due to unavoidable circumstances."

In the matter before us, the complainant, being the legal heirs of the original complainant, a farmer, has brought a complaint under Section 12(1) of the Consumer Protection Act, 1986 against the opposite parties, United India Insurance Company (1st Opposite Party), UAE Exchange Service (2nd Opposite Party), and a company engaged in medical history investigations (3rd Opposite Party), for repudiation of a claim under an Overseas Mediclaim Policy.

After a thorough examination of the evidence, both oral and documentary, and arguments presented by both parties, several crucial factors were considered:

- A. **Maintainability of the Complaint:** The complaint is maintainable under Section 2(1)(d) of the Consumer Protection Act, 1986, as the complainants are consumers who availed services of the opposite parties for consideration.
- B. **Deficiency in Service and Unfair Trade Practice:** The complainant, during the policy period, incurred medical expenses due to an emergency health condition. The policy was purchased without any explicit inquiry or disclosure requirements about pre-existing conditions from the insurer or its agents. The Supreme Court of India in **Manmohan Nanda vs United India Insurance Co. Ltd. (CIVIL APPEAL NO.8386/2015)** emphasized the purpose of a Mediclaim policy being to provide indemnification against sudden and unexpected illnesses, not expressly excluded in the policy. Therefore, the repudiation of the claim, particularly when the complainant had no explicit knowledge or warning of the need to disclose pre-existing conditions, constitutes a deficiency in service and unfair trade practice.
- C. **Exclusion Clause – Pre-existing Conditions:** The repudiation based on the exclusion clause of pre-existing conditions is not sustainable in this case. As per the **Honourable Supreme Court's observation in Gurmel Singh V. Branch Manager, National Insurance Co. Ltd. (Civil Appeal No. 4071 of 2022)**, insurers should not rely excessively on technicalities, particularly in the absence of explicit disclosure requirements or inquiry by the insurer or its agents at the time of policy purchase.

**D. Non-Submission of Written Versions by the 2nd and 3rd Opposite Parties:** The failure of the 2nd and 3rd Opposite Parties to submit their versions, despite being duly notified, is considered an admission of the allegations against them.

While the commission acknowledges the principle that insurance contracts are binding and must be strictly construed, it also recognizes the duty of the insurer to ensure that the terms of the contract are clearly communicated and understood, particularly in relation to critical aspects such as pre-existing conditions.

We determine that Issue Numbers (I) to (IV) also favour the complainants, given the significant deficiency in service and unfair trade practices by the opposite parties. Consequently, the complainants have endured considerable inconvenience, mental distress, hardships, and financial losses due to the negligence of the opposite parties.

In view of the above facts and circumstances of the case, we are of the opinion that the opposite parties are liable to compensate the complainants.

Hence the prayer is partly allowed as follows:

- I. The opposite parties shall pay the claim amount of Rs.5,23,077/- (Rupees Five Lakhs Twenty-Three Thousand Seventy-Seven Only) to the complainants.
- II. The opposite parties shall pay Rs.40,000/- (Forty Thousand only) as compensation to the complainants for the mental agony, financial hardships, and suffering caused by their deficient service and unfair trade practices, as evidenced by the unjust rejection of the claim.
- III. The Opposite Parties shall also pay the complainant Rs.10, 000/- (Ten Thousand only) towards the cost of the proceedings.

The Opposite Parties are jointly and severally liable for adhering to the directions mentioned above, which must be complied with within 30 days from the receipt of a copy of this order. Failing this, the amounts referred to in points (i) and (ii) will accrue interest at a rate of 9% from July 10, 2015, the date when the claim was repudiated, until the full payment is made.

Pronounced in the Open Commission on this the 14<sup>th</sup> day of November, 2023

Sd/-

D.B.Binu, President

V. Ramachandran, Member

Sd/-

Sreevidhia.T.N, Member

Forwarded/By Order

Assistant Registrar

## Appendix

### COMPLAINANT'S EVIDENCE

**Exhibit A-1:** Overseas Mediclaim Policy No: 1002032814P110658951 issued by the 1st Opposite Party, dated 05-03-2015.

**Exhibit A-2:** Communication sent by the son of the Complainant to the 1st Opposite Party, dated 28-04-2015.

**Exhibit A-3:** Communication repudiating the claim of the Complainant issued by the 3rd Opposite Party, dated 10-07-2015.

**Exhibit A-4:** Communication issued by the Complainant to the Regional General Manager, Grievance Cell of the 1st Opposite Party, dated 18-08-2015.

**Exhibit A-5:** Communication issued by the 1st Opposite Party confirming the repudiation dated 10-07-2015 of the claim of the Complainant, dated 30-09-2015.

**Exhibit A-6:** Copy of the receipt for the advance of 10,000 AED paid by the Complainant to Al Ahli Hospital Abu Dhabi, dated 18-04-2015.

**Exhibit A-7:** Copies of inpatient bills from Al Ahli Hospital Abu Dhabi, dated 21-04-2015.

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**Exhibit A-10:** Copy of the e-Ticket receipt for the Complainant's flight for QAR 2,810 issued by Etihad Airways, dated 21-04-2015.

### OPPOSITE PARTY'S EVIDENCE

**Exhibit B-1:** The discharge summary of the complainant issued from Ahalia Hospital, UAE.

**Exhibit B-2:** The copy of the in-patient bill issued from Ahalia Hospital, UAE.

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Despatch date:

By hand:

by post:

**C.C. No. 671/2016**

**Order date: 14/11/2023**

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

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

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