

DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION-I,**U.T. CHANDIGARH**

Consumer Complaint No.	:	CC/456/2020
Date of Institution	:	21.10.2020
Date of Decision	:	24/8/2023

1. Smt. Divya Bhola W/o Sanjay Bhola R/o H. No.543 phase 1 Harmilap Nagar, Baltana, Zirakpur.

... Complainants

V E R S U S

1. Religare Health Insurance Company Limited through its Managing Director/Authority signatory SCO 56-57-58, 2nd floor Sector 9-D Chandigarh.
2. Alchemist Hospital through its Managing Director Sector 21, Panchkula.

. ... Opposite Parties

CORAM :

PAWANJIT SINGH	PRESIDENT
SURJEET KAUR	MEMBER
SURESH KUMAR SARDANA	MEMBER

ARGUED BY

Sh. Harsh Manocha, Advocate for complainant.
 Sh. Taqdeerjeet Singh, Advocate proxy for Sh. Ramdeep Partap Singh
 Advocate for OP No.1
 Ms. Ritika Garg, Advocate proxy for Sh. T.S. Khaira, Advocate for OP
 No.2.

Per SURJEET KAUR, Member

1. Briefly stated, the complainant availed health insurance policy from OP No.1 on 31.12.2016 to 30.12.2017 which was renewed from time to time and the complainant and her daughter were insured till 5.1.2021. On 8.12.2019 unfortunately the complainant met with an accident and she was taken to Alchemist, Panchkula. A DDR was also lodged at P.S. Mauli Jagran, Chandigarh. After various tests it was found that both nasal bones of the complainant were fractured there was also fracture of alveolar process of maxilla involving alveolar socket of left upper incisor with the left upper median incisor not visualized and further dental correlation was advised. OP NO.1 was intimated and cashless approval was sought. OP No.1 accordingly approved cashless medical reimbursement of Rs.44897/-. Whereas as per doctor advice, dental implantation was to be done to the complainant after recovering from the internal injuries. Complainant has duly submitted duly filled form and documents to OP No.1 for dental treatment as per the advice of doctor and submitted bills of Rs.1,23,793/- issued by OP No.2 and by chemists. The complainant submitted all the documents asked for by OP No.1. However, the OP No.1 reimbursed only Rs.8000/- and has not reimbursed remaining amount. The complainant

- requested the OP No.1 many times to reimburse the remaining amount and even sent legal notice dated 23.7.2020 but to no avail. Alleging the aforesaid act of Opposite Parties deficiency in service and unfair trade practice on their part, this complaint has been filed
2. The Opposite Parties NO.1 in its reply while admitting the factual matrix of the case stated that the complainant approached the answering OP with a cashless request through hospital Alchemist where the insured was diagnosed with multiple lacerations(left) with ear discharge w.e.f. 10.12.2019 till 12.12.2019. The pre-hospitalization and post hospitalization claims were also filed. The hospitalization claim was approved and given directly to the hospital concerned as it was cashless claim. Thereafter the complainant also filed post hospitalization claim of Rs.1,18,500/- out of which Rs.8000/- was approved only for root canal therapy charges paid. However, dental charges related to implant are excluded as per the policy terms and conditions. It is averred that as per clause 1.23 implants/cosmetic surgery are excluded in the terms and conditions of the policy. Thus there is no deficiency on the part of the answering OP. All other allegations made in the complaint have been denied being wrong.
 3. OP No.2 while admitting the factual matrix of the case stated that the complaint is not maintainable against it as no relief has been sought against it. A prayer for dismissal of complaint against it has been made.
 4. Rejoinder was filed and averments made in the consumer complaint were reiterated
 5. Contesting parties led evidence by way of affidavits and documents.
 6. We have heard the learned counsel for the contesting parties and gone through the record of the case.
 7. The sole grouse of the complainant through the present complaint is that the OP No.1 wrongly denied his genuine claim for the purpose of getting her dental treatment completed. OP Insurance company instead of allowing the total claimed amount only reimbursed Rs.8000/-.
 8. The stand taken by the OP No.1 is that as per clause 1.23 at page 36 of the written statement of the OP No.1 it is mentioned that dental treatment is carried out by a dental practitioner including examination, filling, crowns, extractions and surgery excluding any form of cosmetic surgery/implants are excluded and as such the total claim of the complainant was not reimbursed.
 9. After going through the documents on record it is an admitted fact that complainant met with an accident on 8.12.2019 and after medical test it was found that her both nasal bones were fractured, there was also fracture of alveolar process of maxilla involving alveolar socket of left upper incisor not visualized and as per advice of doctor the complainant got implantation done after recovery from the internal injuries and expenses of a sum of Rs.1,23,793/- was incurred but out of the total amount the OP No.1 reimbursed Rs.8000/- only.
 10. In our opinion the clause 1.23 is not applicable to the instant case as the implantation was done by the complainant due to injuries suffered in the accident only which cannot be termed as cosmetic surgery. Moreover the unilateral terms of policy cannot be imposed against the gullible consumers who pay huge premium amount to the insurance company but at the time of reimbursement the OP insurance company takes shelter of such a unilateral clauses. Hence, there is merit in the case of the complainant and the same is liable to be allowed.
 11. In view of the above discussion, the present consumer complaint succeeds against OP No.1 and the same is accordingly allowed. OP No.1 is directed as under:-
 - i. to pay remaining claim amount of Rs.1,15,793/- to the complainant with interest 9% P.A.from the date of filing the instant complaint till onwards.
 - ii. to pay Rs.10,000/- to the complainant as compensation for causing mental agony and harassment to her;
 - iii. to pay Rs.5000/- to the complainant as costs of litigation.
 12. This order be complied with by the OP-1 within thirty days from the date of receipt of its certified copy, failing which, they shall make the payment of the amounts mentioned at Sr.No.(i) & (ii) above, with interest @ 12% per annum from the date of this order, till realization, apart from compliance of direction at Sr.No.(iii) above.
 13. complaint against OP No.2 stands dismissed.
 14. Certified copies of this order be sent to the parties free of charge. The file be consigned.

sd/-

[Pawanjit Singh]

President
Sd/-
[Surjeet Kaur]

Member

24/8/2023

mp

Sd/-
[Suresh Kumar Sardana]
Member