(2004) 12 NCDRC CK 0075

In the National Consumer Disputes Redressal Commission

Oriental Insurance Company Ltd. — APPELLANT

Vs

SHANKARLAL R. PATNANI — RESPONDENT

Date of Decision : 02-12-2004

Acts Referred:

Citation : 2005 1 CPR 283 : 2005 3 CPJ 204

Hon'ble Judges : V.K.Agrawal , Veena Misra , R.S.Awasthis J.

Final Decision : Appeal dismissed

Judgement

1. THIS is an appeal directed against the order passed by the District Consumer Disputes Redressal Forum, Raipur (hereinafter referred to as the ''District Forum'' for brevity) in Complaint No. 422/2003 on 5.5.2004 directing the appellant to pay Rs. 19,997.10 paise and interest at the rate of 9% per annum from 3.7.2003 to the complainant/respondent for deficiency in service by not reimbursing medical expenses under the Mediclaim policy.

2. UNDISPUTED facts of the complainant are that the complainant obtained a personal Mediclaim policy for one year on 22.2.2002 for a sum assured Rs. 25,000/- for himself and one policy for his wife for an assured sum of Rs. 15,000/- both of which were renewed for 2003 and 2004. He developed problem of double vision from August, 2001. He had to undergo various tests and treatment under several Doctors, on whose advice he was asked to undergo thyroid tests. He went to Modern Medical Institute and was admitted on 14th and 15th March, 2002 and the said tests were carried out. Again he had to be admitted to the said Institute on 13th and 14th June, 2002. Necessary intimation regarding admission and bills were submitted to the appellant but the same were repudiated on the ground that in the complainant''s Doctor''s opinion the steroid therapy could have been administered to the complainant without admission as out patient and, therefore, the claim was not admissible for reimbursement.

The only question to be decided is whether the appellant/O.P., was justified in treating the claim as no claim. A reference by the O.P./appellant appears to have been made to the treating Doctor of the MMI Dr. Bandopadhyaya in reply has

justified the admission for conducting the test and reiterated that his decision regarding admission was correct.

3. LEARNED Counsel for the appellant assailed the impugned order that the terms of policy provide for reimbursement only in case of hospitalization for treatment purposes and no reimbursement for expenses regarding hospitalization for carrying out any medical tests or investigations. However, Para 2.3 of the terms of policy provides for expenses on hospitalization for minimum period of 24 hours. The letter repudiating the claim simply says that in the appellant''s Doctor''s opinion hospitalization was not necessary. In reply to the query Dr. Bandopadhyaya has again firmly stated that his decision regarding hospitalization was correct. The policy does not lay down for obtaining the insurer''s Doctor''s approval before seeking treatment nor is there anything to indicate that the insurer''s Doctor''s opinion will in any way be binding on the insured. The argument that although cost of medical treatment is admissible but the cost of hospitalization for medical investigation is excluded under the terms of policy crosses the limits of absurdity. Every medical treatment is always preceded by clinical or other examination of the patient and the discretion as to the nature and the manner of such tests lies with the doctor.

4. IN our considered opinion under the circumstances the repudiation of the complainant''s claim by the appellant is neither justified nor bona fide. It is a vain attempt to deprive the respondent of his claim and put him to avoidable harassment. We are inclined to affirm the impugned order which is based on sound reasoning. In view of the deliberate inconvenience caused to the respondent the appellant is directed to pay Rs. 1,000/- as cost of this appeal to the respondent/complainant. Appeal dismissed.

