**BEFORE THE HON’BLE DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION AT MOGA**

**IN RE: COMPLAINT NO. \_/20**

**IN THE MATTER OF:**

Suresh Kumar Garg,

HR Manager, aged 55 years,

S/o Ved Prakash,

H. No. 751, Ward No. 12,

Vedant Nagar, Moga ...Complainant(s)

Versus

Star Health and Allied Insurance Co.,

SCF 13-13, Improvement Trust Market,

Above ICICI Bank, GT Road,

Moga ...Opp.Party(s)

**COMPLAINT UNDER SECTION 35 OF THE CONSUMER PROTECTION ACT, 2019**

**RESPECTFULLY SHOWETH:**

1. That the Complainant herein, Mr. Suresh Kumar Garg, S/o Ved Prakash, aged about 55 years is a Human Resources Manager residing in House No. 751, Ward No. 12, Vedant Nagar, Moga. The Opposite Party herein, Star Health and Allied Insurance Co., a company registered under the Insurance Regulatory and Development Authority of India, with its registered office in SCF 13-13, Improvement Trust Market, Above ICICI Bank, GT Road, Moga, is engaged in providing insurance services.
2. That the Complainant purchased an insurance plan from the Opposite Party, Star Health and Allied Insurance Co in Moga in 2021, bearing the Policy No. P/211222/01/2022/005610. The policy covered all medical expenses with a policy period from 8.01.2021 to 7.10.2022.
3. That on 24.6.2022, the Complainant was admitted to ABC Hospital for Covid and was discharged on 26.6.2022. The Complainant incurred medical expenses amounting to 21,240 Rs. Upon approaching the Opposite Party for reimbursement, the claim was rejected by the Opposite Party on 29.6.2022 on the ground that the Complainant availed the services of an excluded service provider. However, the Complainant submits that there is no such limitation enunciated under the policy.
4. **CAUSE OF ACTION**: The rejection of the claim on a ground not contemplated by the policy amounts to deficiency in services. The Complainant has suffered a monetary loss, mental agony and inconvenience due to the refusal to reimburse medical expenses.
5. **EVIDENCE**: The Complainant attaches herewith the repudiation letter, hospital bills, bills incurred for medicines, and the discharge report as evidence to prove the failure on part of the Opposite to apply their mind while rejected the claim.
6. **JURISDICTION:** The Hon’ble District Consumer Disputes Redressal Commission at Moga has pecuniary as well as territorial jurisdiction to conduct an inquiry and adjudicate the present dispute. Since the Complainant is residing in Moga, the said commission has the territorial jurisdiction to hear the case. Further, the consideration is within the pecuniary limit established under the Consumer Protection Act, 2019.
7. **LIMITATION**: That the Cause of Action arose on 29.6.2022 when the insurance claim was rejected. Thus, the cause of action is within the two-year limitation period specified under Section 69 of the Consumer Protection Act, 2019.
8. **COURT FEE:** The Complainant is complying with the Court Fees Mandated under Rule 7 of the Consumer Protection (Consumer Dispute Redressal Commission) Rules, 2020.
9. **PRAYER:** The Complainant seeks the following reliefs from this Hon’ble Commission:

A. Direct the Opposite Party to reimburse the medical expenses incurred, which is to the tune of 21,240 Rs.;

B. Direct the Opposite Party to pay compensation to the tune of 42,480 Rs. for the mental agony suffered by the Complainant; and to

C. Grant any other relief that the Hon’ble Commission deems fit.

PLACE: Moga, Punjab  
DATED: SIGNATURE OF THE COMPLAINANT

**VERIFICATION:**

I, Suresh Kumar Garg, residing in House No. 751, Ward No. 12, Vedant Nagar, Moga, Punjab, do hereby solemnly affirm and declare that the facts stated above in paras 1 to 9 are true to the best of my knowl­edge and based on the records maintained by me, which I believe to be true.

Verified at, on this \_ day of \_\_\_

**ANNEXURE OF EVIDENCE**