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

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

**IN THE MATTER OF:**

Balwant Singh,

Software Engineer, aged 49 years,

S/o Ram Singh,

H. No. 770,

Backside ITI,

Moga …Complainant(s)

Versus

Star Health and Allied Insurance Co.,

SCF 12-13, 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, Balwant Singh, S/o Ram Singh, aged about 49 years old, is a software engineer residing in House No. 440, Backside ITI, Moga, Punjab. 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 12-13, Improvement Trust Market, Above ICICI Bank, GT Road, Moga, is engaged in providing insurance services.
2. That the Complainant purchased a Family Health Optima Plan insurance plan from the Opposite Party, Star Health and Allied Insurance Co in Moga, bearing the Policy No. P/211222/2021/006755. The policy, which is continuous in nature, covered medical expenses to the tune of 4,85,000 Rs. and was renewed on 4.1.2022 to 3.1.2023.
3. That the Complainant was admitted at Hunjan Hospital in Ludhiana from 19.6.2022 to 25.6.2022 for a surgery to the left knee. The Complainant incurred medical expenses amounting to 2,18,371 Rs. for the surgery.
4. That, the OP paid on 67, 500 Rs. and withheld the remaining amount on the ground that the policy covered only a normal surgery, i.e., a surgery directly carried out by surgeons to the left knee and not a robotic surgery (which includes the usage of robotic arms controlled by the surgeon), which the Complainant underwent. However, the Complainant submits that there is no such limitation enunciated under the policy.
5. **CAUSE OF ACTION**: That the withholding of the remaining 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.
6. **EVIDENCE**: That 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 withholding a part of the claim amount.
7. **JURISDICTION:** That 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.
8. **LIMITATION**: That the Cause of Action arose on 25.6.2022 when the claim was incorrectly withheld. Thus, the cause of action is within the two-year limitation period specified under Section 69 of the Consumer Protection Act, 2019.
9. **COURT FEE:** The Complainant is complying with the Court Fees Mandated under Rule 7 of the Consumer Protection (Consumer Dispute Redressal Commission) Rules, 2020.
10. **PRAYER:** The Complainant seeks the following reliefs from this Hon’ble Commission:

A. Direct the Opposite Party to reimburse the remaining medical expenses incurred, which is to the tune of 1,50,671 Rs.;

B. Direct the Opposite Party to pay compensation to the tune of 50,000 Rs. for the mental agony suffered by the Complainant; and

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

PLACE: Moga, Punjab  
DATED:                                                                  SIGNATURE OF THE COMPLAINANT

**VERIFICATION:**

**AFFIDAVIT**

I, Balwant Singh, S/o Ram Singh, is a resident of House No. 440, Backside ITI, Moga, Punjab, do hereby solemnly affirm and declare that the facts stated above in paras 1 to 10 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**