2026:PHHC:058857

112 IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

CWP No.30851-2025(O&M)
Date of Decision: 20.04.2026

M/s Star Health & Allied Insurance Company Limited

….Petitioner

vs.

Insurance Ombudsman and another

….Respondents

CORAM: HON'BLE MR. JUSTICE JAGMOHAN BANSAL

Present: Mr. Vishal Sharma, Advocate
for the petitioner

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JAGMOHAN BANSAL, J. (ORAL)

1. The petitioner through instant petition under Articles 226/227 of the Constitution of India is seeking setting aside of Award dated 15.09.2025 (Annexure P-1) whereby claim of the respondent was allowed.

2. Learned counsel for the petitioner submits that case of respondent was covered under Exclusion Clause, thus, he was not entitled to reimbursement of medical expenses.

3. Heard the arguments and perused the record.

4. The respondent on account of rejection of his claim approached Insurance Ombudsman which allowed his claim. The findings recorded by Insurance Ombudsman read as:-

> *"1 Case called for hearing under Rule 17 and both the parties were heard. The Complainant informed that despite submission of all documents, the Insurer has*

rejected his claim. On the contrary, the Insurer reiterated its stand as per SCN and requested for dismissal of the complaint.

2. It is observed that the denial of cashless treatment on 9/3/2024 is based on "Inferential - indicative of PED less than four years policy". It is further observed that the Discharge Summary dated 17/3/2025 (which is issued 8 days after the denial of pre-authorization of cashless treatment on 9/3/2024) mentions for the first time about the final diagnosis of NASH related CLD with jaundice (recovered) of the insured patient. Hence, the inference drawn by the Insurer about indicative PED on 9/3/2024 is not based on any supporting medical document. Neither has the Insurer placed any medical report/document as existing on 9/3/2024 on record in support of reasons given for denial of the cashless treatment claim of the insured.

3. Subsequently, vide its letter dated 10/4/2024, the Insurer has asked the Complainant to submit additional documents/information for processing the reimbursement claim. The Insurer mentioned in the letter that the Complainant had to "provide letter from the treating doctor stating the exact duration of liver disease." In response to this the Complainant submitted the letter from the subject hospital dated 15/4/2024 stating therein that "(i) Patient has no prior history of any liver related disease. (ii) Patient admitted on 8/3/2024 was investigated and diagnosed as a case of NASH related CLD."

4. It is noted that the Insurer has rejected the claim as per Excl Code 2(f) List of Specified related to the treatment of which for expenses Disease/Procedure listed conditions/surgeries/treatments shall be excluded until the expiry of 24 months of continuous coverage after the

date of inception of the first policy. Further upon perusal of the above stated exclusions waiting period, it is observed that the condition / disease of NASH related CLD with jaundice is not covered under any of the 14 diseases/procedures listed therein under.

5. In view of the above stated facts, the denial of cashless treatment claim and the reimbursement claim of the Complainant by the Insurer are not in line with the terms and conditions of the subject policy under its Standard Exclusions."

5. Considering the amount involved i.e. Rs. 72,617/-, findings of Insurance Ombudsman and judgment of Hon'ble Supreme Court of India in **Central Council for Research in Ayurvedic Sciences and another Vs Bikartan Das and others 2023 SCC Online SC 996**, this Court does not find it appropriate to interfere with impugned order invoking writ jurisdiction.

6. Dismissed.

7. Pending Misc. application(s), if any, shall stand disposed of.

(JAGMOHAN BANSAL)
JUDGE

20.04.2026
paramjit

Whether speaking/reasoned:	Yes	
Whether reportable:		No