**BEFORE THE DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION NO.0I VISAKHAPATNAM: AP**

**CONSUMER COMPLAINT NO. /2020**

**IN THE MATTER OF:**

1. Bammidi Venkata Lakshmi Lalitha

w/o late Nandesam, aged 44 years

Residing at D. No. 39-22-80/2,

Kunchamamba Temple, Madhavadhara,

Visakhapatnam-07

1. Bammidi Harita

D/o late Nandesam, aged 23 years

Residing at D. No. 39-22-80/2,

Kunchamamba Temple, Madhavadhara,

Visakhapatnam-07

1. Bammidi Nagasai

s/o late Nandesam, aged 44 years

Residing at D. No. 39-22-80/2,

Kunchamamba Temple, Madhavadhara,

Visakhapatnam-07

… **COMPLAINANT**

**AND**

1. The New India Assurance Company Limited,

D.O-III, rep. By its Senior Divisional Manager,

2nd Floor, Daliraju Super Market,

Akkayyapalem Main Road,

Visakhapatnam- 530016

1. The New India Assurance Company Limited,

Claims Hub, rep. By its Manger, Regional Office,

4th floor, Pavan Paradise, Dwarakanagar,

Visakhapatnam-16

1. The New India Assurance Company Limited,

rep. by its Chairman cum Managing Director,

Head Office, No.87, M.G. Road, Fort,

Mumbai- 400001

1. Rashtriya Ispat Nigam Limited,

rep. by its Chairman cum Managing Director,

Ukkunagaram, Visakhapatnam- 530032

… **OPPOSITE PARTIES**

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

**RESPECTFULLY SHOWETH:**

1. The address of the Complainant for the purpose of service of summons, notice etc is as shown in the cause title above and that of his counsel
2. The address of the Opponents for the very purpose is the same as shown in the cause title above.
3. That the complainant’s husband (the deceased) is an employee of Rashtriya Ispat Nigam Ltd., (RINL) i.e, the 4th opposite party. The deceased worked as Senior Foreman, CMM Section with Employee No. 11379.
4. That the 4th Opposite Party in order to safeguard the interests of its employees obtained Group Personal Accident Insurance Policies from the 1st opposite party for several years without any break. The policy commences from 1st April to 31st march of every financial year. It is the regular habit of the 4th Opposite Party after paying the premium to 1st Opposite party the same used to be recovered from the salaries of the concerned employees.
5. That the deceased being the employee of 4th Opposite party, his life was also insured under the policy covering the risk for Rs. 31,00,000/- vide Policy no. 62030042160100000008 for the period from 01/04/2016 to 31/03/2017.
6. That on 05/04/2016 the deceased fell down from his two wheeler and sustained head injury. Immediately, he was shifted to Seven Hills Hospital for treatment.On the very same day the incident was reported to Tekkali Police who registered the same as Crime No. 48/2016.
7. That the deceased underwent treatment in many hospitals between 06/04/2016 to 23/12/2018 for the injuries sustained in the accident and succumbed to death on 27/12/2018 while undergoing treatment in Seven Hills Hospital.
8. That later the complainants lodged a claim on 29/12/2018 with 2nd opposite party through 4th opposite party requesting to pay the sum assured covered under the policy.
9. That the 2nd Opposite party vide letter dated 27/02/2020 informed the complainant that the claim is not payable as the death has not occurred within 12 calendar months and that the death is due to aspiration pneumonia sepsis with septic shock.
10. That the complainants were aggrieved by the actions of opposite parties, the complainant approached Insurance Ombudsman on 05.03.2020 which was dismissed on 29/06/2020.
11. **CAUSE OF ACTION**: The cause of action arose on 27/02/2020 when the opposite party repudiated the claim for insurance. A subsequent stage of cause of action arose when the complainant approached the Insurance Ombudsman and it was dismissed on 29/06/2020.
12. **JURISDICTION**: The consideration amount of the dispute is less than Rs. 50 lakhs and the complainant resides within the territorial limits of this Hon’ble Commission. Hence this Hon’ble Commission has jurisdiction to try and entertain this complaint.
13. **LIMITATION**: That the present complaint is being filed within the period of limitation prescribed under section 69 of the Act, 2019.
14. **COURT FEE**: As per Rule 7 of Consumer Protection (Consumer Dispute Redressal Commission) Rules 2020, the requisite court fee has been paid.

**EVIDENCE:**

A1-Personal Accident Insurance policy issued by New India Assurance Co. Ltd

A2- Copy of FIR No. 48/2016

A3- Discharge Summary issued by Seven Hills, Hospital

A4- Diagnostic Report issued by Seven Hills, Hospital

A5- Death Summary issued by Seven Hills, Hospital

A6- Letter by Neurosurgeon

A7- Death Certificate

A8- Family Tree Certificate of B. Nandesam

A9- Repudiation Letter issued by New India Assurance Co. Ltd

A10- Letter to the Insurance Ombudsman

**PRAYER**:

The complainant therefore prays to direct the opposite parties to pay :-

i) Rs. 31,00,000/- towards the sum assured with interest @ 12% p.a. From the date of death i.e., 28/12/2018 to 18/08/2020.

ii) Rs.3,00,000/- towards compensation for mental agony,

iii) Rs. 20,000/- towards costs and

iv) Such other relief or reliefs which the Honourable Forum deemed fit, just and proper in the circumstances of the case.

**PLACE**: Signature

**DATE**:

**VERIFICATION**:

I, Bammidi Venkata Lakshmi Lalitha w/o late Nandesam, aged 44 years, a resident of D. No 9-40-22, Nammivanipeta, Chittivalasa Post, Bheemunipatnam Mandal, Visakhapatnam District- 531162 hereby declare and I have been authorized by complainant no.02 and complainant no.03 on their behalf to hereby solemnly affirm and declare as under that I have not misrepresented any facts nor have tried to hide any information in my above complaint. All the facts mentioned herein are true to the best of my knowledge.

Name & signature of the complainant