**BEFORE THE DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION**

**AT MAHABUBNAGAR**

**CONSUMER COMPLAINT NO. \_\_\_\_\_\_of 2023**

**IN THE MATTER OF:**

Jalakanti Radha

W/o Late J. Madhu,

Aged 43 years,

Occupation: Agriculture,

Resident of H.No.2-42, Chikkepally Village,

Pangal Mandal, Wanaparthy District,

Mahabubnagar, Telangana – 509120.

...Complainant

Versus

ICICI Lombard General Insurance Co. Ltd.

Through its Manager,

2nd Floor, Shop No. 1-7,

18-20, Lumbini Jewel Mall,

Road No. 2, Banjara Hills,

Hyderabad, Telangana – 500034.

...Opposite Party

COMPLAINT UNDER SECTION 35 OF THE CONSUMER PROTECTION ACT, 2019

MOST 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. Herein the above-named Complainant most respectfully submits as under,

1. That the husband of the Complainant late J. Madhu was the owner and driver of Tractor and Trailer bearing registration no. TS 32 3995 and TS 32 D 8666 which he used for agricultural work and other hire services for the livelihood of his family.

2. That the deceased husband of the Complainant had taken an Insurance Policy from the Opposite Party vide no. 3008/195832894/00 valid from 03.03.2020 to 02.03.2021 with personal accident coverage of Rs.15,00,000/- for owner-cum-driver of the said tractor.

3. It is submitted that on 19.02.2021 at around 9 AM, the deceased went for digging and soil transport work on his tractor to Bhakoni Thippa and around 5:30 PM, the tractor accidentally fell over him resulting in his immediate death at the spot. An FIR no. 17/2021 was registered by the Pangal Police u/s 304A IPC regarding the said accidental death.

4. That the Complainant duly intimated the Opposite Party insurance company regarding the accidental death of her husband and also submitted all necessary documents, claim form on 14.06.22 and other information sought by the Opposite Party via various communications.

5. It is submitted that the opposite party replied on 15-06-2022, as the claim will be processed, but they simply kept quiet and failed to process the claim till date.

6. That despite complying with all requirements, the Opposite Party failed and neglected to settle the legitimate personal accident insurance claim of Rs.15,00,000/- under policy no. 3008/195832894/00 and continues to remain unresponsive even after 1 year despite follow-ups.

7. That the said careless attitude and arbitrary actions of the Opposite Party amounts to deficiency in service and unfair/restrictive trade practice under the Consumer Protection Act, 2019. It has resulted in severe mental agony and financial hardship for the Complainant and her family. Hence the complainant has approached this hon’ble commision.

8. It is submitted that the present complianant is filed within the the limitation period of 2 years from the cause of action that arose as prescribed under section 69 of the Consumer Protection Act 2019.

**CAUSE OF ACTION:** The cause of action arises on 15-6-2022 from ICICI Lombard General Insurance Co. Ltd.'s failure to settle the legitimate Rs.15,00,000/- personal accident insurance claim under policy no. 3008/195832894/00 for the deceased husband, who suffered a fatal accident while operating the insured tractor. Despite timely intimation and document submission, the Opposite Party remains unresponsive for over a year, and it constitutes deficiency in service and unfair trade practice, forming the basis for the consumer complaint.

**JURISDICTION**: The consideration amount 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.

**COURT FEE**: That the Complainant is complying with the Court Fees Mandated under Rule 7 of the Consumer Protection (Consumer Dispute Redressal Commission) Rules, 2020.

**EVIDENCE:**

List of Documents:

1. Copy of Insurance Policy No. 3008/195832894/00 issued by ICICI Lombard General InsEx.A-1: Photostat copy of R.C., dt.25-02-2020.
2. Ex.A-2: Photostat copy of Driving Licence, dt.27-11-2019.
3. Ex.A-3: Photostat copy of Policy, dt.03-03-2020.
4. Ex.A-4: Photostat copy of Claim form for Personal Accident Insurance,
5. dt.01-07-2021.
6. Ex.A-5: Photostat copy of FIR & Complaint copy PS, Pangal,
7. dt.20-02-2021.
8. Ex.A-6: Photostat copy of PME Report, dt.20-02-2021.
9. Ex.A-7: Photostat copy of mail request, dt.14-06-2022.
10. Ex.A-8: Photostat copy of mail reply, dt.15-06-2022.
11. Ex.A-9: Photostat copy of Family members Certificate, dt.16-04-2021.

**PRAYER:**

In view of the above facts, circumstances and submissions, the Complainant most humbly prays that the Hon'ble Commission may graciously be pleased to:

a) Direct the Opposite Party to pay the personal accident claim amount of Rs.15,00,000/- under policy no. 3008/195832894/00 along with interest at 24% p.a. from date of accident till realization.

b) Direct the Opposite Party to pay a compensation amount of Rs.2,00,000/- for mental agony and financial hardship caused due to deficiency in service.

c) Direct the Opposite Party to pay litigation cost of Rs.30,000/- incurred by the Complainant in pursuing this complaint.

d) Pass any other just and equitable order as deemed fit and proper in the facts and circumstances of the present case.

Complainant

Through Advocate XYZ

Date:

Place: Mahabubnagar

Verification:

I, Jalakanti Radha, the Complainant do hereby verify that the contents of my above complaint are true and correct to my knowledge and belief. No part of it is false and nothing material has been concealed therefrom.

Verified at Mahabubnagar on this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_ 2023.

Complainant