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

**CONSUMER COMPLAINT NO. /2022**

**IN THE MATTER OF:**

1. Mrs. Veerapaneni Sudha Madhavi,

w/o Late. Sri Ravikumar, aged 57 years,

D. No. 39-21-23, Vidyanagar, Madhavad

Visakhapatnam- 530007

Housewife

1. Mrs. Veerapaneni Dhanya

w/o Sri. Kodali Vamsi Krishna, aged 33 years,

D. No. 39-21-23, Vidyanagar, Madhavad

Visakhapatnam- 530007

1. Kum. Veerapaneni Divya

D/o Late. Sri Ravikumar, aged 29 years,

D. No. 39-21-23, Vidyanagar, Madhavad

Visakhapatnam- 530007

… **COMPLAINANT**

**AND**

1. Bajaj Allianz Life Insurance Co. Ltd.,

rep. by its Branch Manger, Kotu Empire,

D. No. 9-14-5, Blalajinagar, Block no.1,

T.S.No.5/2, VIP Road,

Visakhapatnam-530003

… **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.
2. The address of the Opponents for the very purpose is the same as shown in the cause title above.
3. The 1st complainant submits that her husband used to work in Naval DockYard as CM(L) Emp No: 86099-F, C No: 83 drawing a salary of Rs.94,000/- per month.
4. The 1st complainant further submits that on 20/02/2020, the agent of the opposite party approached her husband and persuaded him to purchase a health insurance policy. Further, on 02/03/2020 the agent collected Rs.2,00,000 /- from the complainant’s husband and issued the policy after verification of financial status and health condition of the complainant vide Policy No: 0393997965 for sum assurance of Rs.20,00,000/- for a term of 43 years from 16/03/2020 to the date of maturity being 15/03/2063 and the last premium to be paid on 16/03/2029. The 1st complainant i.e., the wife is the nominee of DLA.
5. The complainants further submit that on 13/09/2020 the policyholder fell ill and was admitted to Apollo hospital with COVID-19 pneumonia and died on 24/09/2020 at Apollo Hospital. The complainants informed the opposite party through a toll-free number to provide a claim form and specify further details and procedures to file the insurance claim.
6. The complainants further also wrote a letter on 15/03/2021 to the opposite party to settle the claim. But the opposite party did not respond.
7. The complainants further sent a registered legal notice on 14/12/2021 to settle the claim. The opposite party has not sent any reply to the notice.
8. The complainants on verification of the deceased's bank statement have realized that the opposite party on 29/12/2020 has partially complied with the notice by transferring the amount of Rs.2,00,000 to the deceased’s account rather than the insured amount i.e 20,00,000/-.
9. The complainants thus aggrieved by the deficiency of service of the opposite party has filed this complaint.
10. **CAUSE OF ACTION**: The cause of action in the present case firstly arose on the day when the complainant requested for clarification of procedure for filing the claim and the opposite party did not respond, i.e on 24/09/2020. The second instance is when the complainant wrote a letter on 15/03/2021 for which there was no reply. The third instance is when the complainant issued a legal notice on 14/12/2021 for which there was no reply and the last instance was when the opposite party has complied partially with the legal notice i.e on 29/12/2020.
11. **JURISDICTION**: The amount of claim for the insured 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.
12. **LIMITATION**: That the present complaint is being filed within the period prescribed under section 69 of the Act, 2019.
13. **COURT FEE**: As per Rule 7 of Consumer Protection (Consumer Dispute Redressal Commission) Rules 2020, the requisite court fee has been paid.

**EVIDENCE:**

A1- Aadhar card of the deceased.

A2- Policy issued by the opposite party

A3- Death Summary of the Apollo Hospital

A4-Death Certificate

A5-Letter sent by the complainant

A6-Postal certificate of delivery

A7-Registered legal notice sent to the opposite party

A8-Postal Track report

A9-Postal Acknowledgement

A10-Bank Statement of the deceased

**PRAYER**:

The complainant therefore prays to direct the opposite party :-

i) To pay Rs.18,00,000/- after deduction of the Rs.2,00,000/- from sum assured of Rs.20,00,000/- ii) To pay Rs. 3,00,000/- towards damages for deficiency in service

iii) To pay the interest @ 12% p.a. for the Rs.18,00,000/- from 29/12/2020 to till date i.e, 29/01/2022

iv) To pay Rs.25,000/- towards costs

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

**PLACE**: Signature

**DATED**:

**VERIFICATION**:

I , Mrs. Veerapaneni Sudha Madhavi, w/o Late. Sri Ravikumar, aged 57 years, Mrs. Veerapaneni Dhanya w/o Sri. Kodali Vamsi Krishna, aged 33 years and Kum. Veerapaneni Divya D/o Late. Sri Ravikumar, aged 29 years residing at D. No. 39-21-23, Vidyanagar, Madhavad, Visakhapatnam- 530007 and I have been authorized on behalf of my daughter and son, do hereby declare 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