To,

The Senior Divisional Manager

The New India Assurance Company Limited

2nd Floor, Daliraju Super Market

Akkayyapalem Main Road

Visakhapatnam- 530016

The Manager

Claims Hub

The New India Assurance Company Limited

4th floor, Pavan Paradise

Dwarakanagar

Visakhapatnam-16

The Chairman cum Managing Director

The New India Assurance Company Limited

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

Mumbai- 400001

The Chairman cum Managing Director

Rashtriya Ispat Nigam Limited

Ukkunagaram

Visakhapatnam- 530032

Subject: Legal Notice for deficiency of service

Dear Sir/Madam,

I, Bammidi Venkata Lakshmi Lalitha, w/o late Nandesam, aged 44 years, residing at D. No. 39-22-80/2, Kunchamamba Temple, Madhavadhara, Visakhapatnam-07, along with my daughter, Bammidi Harita, aged 23 years, and my son, Bammidi Nagasai, aged 21 years, we wish to bring to your attention the deficiency of service and unfair trade practices with regard to my husband’s insurance policy.

It is pertinent to mention that my late husband, Nandesam, was an esteemed employee of Rashtriya Ispat Nigam Limited (RINL), serving as a Senior Foreman, CMM Section, bearing Employee No. 11379. It is to be noted that RINL, as a practice to safeguard its employees' interests, procured Group Personal Accident Insurance Policies from The New India Assurance Company Limited for several years without any interruption. The policy term typically spans from 1st April to 31st March of every financial year, with premiums deducted from employees' salaries.

My late husband, being an employee of RINL, was covered under the said policy, providing a life cover of Rs. 31,00,000/- under Policy no. 62030042160100000008 for the period from 01/04/2016 to 31/03/2017.

Tragically, on 05/04/2016, my late husband met with a severe accident, resulting in critical head injuries sustained from a fall off his two-wheeler. He was immediately rushed to Seven Hills Hospital for medical attention. Subsequently, the incident was reported to the Tekkali Police, registered as Crime No. 48/2016.

Over the course of nearly three years, from 06/04/2016 to 23/12/2018, my late husband underwent extensive medical treatment for his injuries across multiple hospitals, ultimately succumbing to his injuries on 27/12/2018 while undergoing treatment at Seven Hills Hospital.

In light of the aforementioned events, I lodged a claim on 29/12/2018 with the RINL, seeking the rightful sum assured under the policy.

However, to our dismay, RINL through its communication dated 27/02/2020, informed us that the claim was deemed non-payable on the grounds that the death did not occur within 12 calendar months and was attributed to aspiration pneumonia sepsis with septic shock and not due to injuries caused by the accident.

Such a stance by the RINL has caused severe distress and financial strain to my family, who rightfully expected the insurance coverage to provide for them in this time of need.

Therefore, through this legal notice, I demand the following:

* Immediate payment of the sum assured under Policy no. 62030042160100000008, amounting to Rs. 31,00,000/-, along with any accrued interest.
* Compensation for the mental agony, financial hardships, and legal expenses incurred due to the unwarranted denial of the claim.

I hereby request your prompt attention and compliance with the above demands within 10 days of receipt of this notice, failing which we shall be constrained to initiate appropriate legal proceedings against YOU without further notice, at your risk as to costs and consequences.

This is a formal notice issued without prejudice to our rights and contentions before the appropriate consumer forum.

Yours faithfully,

Bammidi Venkata Lakshmi Lalitha