**BEFORE THE HON'BLE STATE CONSUMER DISPUTES**

**REDRESSAL COMMISSION PUNE CIRCUIT BENCH**

CONSUMER COMPLAINT NO.\_\_\_\_\_\_\_\_\_\_\_ OF\_\_\_\_\_\_\_\_\_

**IN THE MATTER OF**

SNEHA NILESH RATHOD,

W/O LATE MR. NILESH BALWANT RATHOD

AGE: 31 YEARS,

RESIDING AT NILAYA HIGHTS BUILDING,

FLAT NO.203 PATIL NAGAR,

OPP. RAM MANDIR, CHIKHALI PUNE - 411062

….COMPLAINANT

V/S.

HDFC ERGO GENERAL INSURANCE COMPANY LIMITED

THROUGH ITS BRANCH MANAGER

CORPORATE OFFICE: - 1ST FLOOR, HDFC HOUSE,

165/166 BACKBAY RECLAMATION, H.T. PAREKH MARG,

CHURCHGATE, MUMBAI: - 400 020.

….OPPOSITE PARTY -1

HDFC BANK LIMITED

THROUGH ITS BRANCH MANAGER

(LOAN DEPARTMENT)

SURVEY NO.100, MIDC G- BOLCK

HDFC COMPLEX, PLOT NO.RC,

TELCO ROAD, CHINCHWAD,

PUNE, MAHARASHTRA-411019

….OPPOSITE PARTY- 2

**Complaint U/s.35, 2(11), 2(42), 2(47)**

**of the Consumer Protection Act, 2019**

**THE COMPLAINANT RESPECTFULLY SUBMITS AS FOLLOWS:-**

1. The Complainant submits that she is the wife of the late Mr. Nilesh Balwant Rathod, who purchased Flat No. 203, Nilaya Heights, Patil Nagar, Chikhali, Pune, Maharashtra: 41106, by executing and registering an agreement for sale dated 06/11/2020, with agreement number 12250/2020/HVL-24, availing a home loan of Rs. 28,15,000/- from Opposite Party-2 as loan account number - 656521251. *Hereinafter annexed at* ***Annexure A1 & A2*** *is the copy of the Home Loan Agreement and Index-II of the Sale Deed.*
2. The Complainant submits that her late husband, upon the suggestion of Opposite Party-2, took Home Credit Assure Insurance from Opposite Party-1. Subsequently, her husband purchased a policy from Opposite Party-1 under Policy Number: 2999201771784402000, bearing Certificate No. 2918-2039-0888-3400-000, for the period of insurance from 14/12/2020 to 13/12/2025, with a policy payment of Rs. 98,489/- paid by her husband.

As Per Certificate of Insurance Risk Location Address is, Flat-203 Floor-2 Nilaya Heights, S.No. Gat No.-1646 Patil Nagar, Dehu-Alandi Road Chikhali Pune Maharashtra-411062 *Hereinafter annexed at* ***Annexure - B*** *is the copy of the Certificate of Insurance.*

1. The Complainant submits that her husband suffered from a right foot disease due to a nominal accident and was admitted to Dhanshree Hospital, Chinchwad, Pune, on 26/11/2022. During his admission, it was discovered that he was also suffering from food poisoning. He was discharged from the hospital on 06/12/2022 after treatment by Dr. Kedar Deodhar. *Hereinafter annexed at* ***Annexure - C*** *is the copy of the Discharge Report.*
2. The Complainant submits that on 12/07/2023, her husband suffered a heart attack and was admitted to Dhanshree Hospital. After treatment, when her husband felt better, he was discharged from the hospital on 20/07/2023. The treatment was provided by Dr. Kedar Deodhar.
3. The Complainant submits that her husband made an application for claiming the policy amount due to the heart attack as per Section III of the Certificate of Insurance Policy on 15/09/2023. In response, Opposite Party-1 stated that they received a report from the concerned hospital indicating that her husband had been suffering from diabetes for the last 7 to 10 years, hence they could not provide the claim amount.
4. The Complainant submits that when her husband approached the doctor, it came to the doctor’s knowledge that there was a typographical mistake indicating that her husband had suffered from diabetes for 7 to 10 years instead of 7 to 10 months. Dr. Kedar Deodhar informed her husband about this mistake and issued a corrected certificate dated 09/11/2023, clarifying that he had been suffering from diabetes for 7 to 10 months only. *Hereinafter annexed at* ***Annexure - D*** *is the copy of the Dr Kedar Deodhar Clearification Letter.*
5. The Complainant submits that her husband visited Opposite Party-1’s office and provided a copy of the corrected report from Dr. Kedar Deodhar. However, Opposite Party-1 stated that the file had been closed and could not be reopened.
6. The Complainant submits that her husband again suffered a heart attack and was admitted to Dhanshree Hospital, Chinchwad, Pune. Due to his critical condition, he was shifted to Accord Hospital, Moshi, Pune, where he unfortunately passed away due to a heart attack on 11/11/2023. *Hereinafter annexed at* ***Annexure - E*** *is the copy of the Death Certificate.*
7. The Complainant submits that at the time of obtaining the insurance, her husband was in good health, and after complying with all formalities, Opposite Party-1 issued the insurance policy to her husband.
8. The Complainant submits that a few months after her husband’s death, she visited Opposite Party-1’s office to request the claim amount, but Opposite Party-1 denied the claim. The Complainant also sent an email on 11/05/2024 to Opposite Party-1 to reopen the claim file and settle the claim amount,

but received a denial response from Opposite Party-1. *Hereinafter annexed at* ***Annexure - F*** *is the copy of the Sent Email and Reply.*

1. The Complainant submits that she has a daughter aged 5 years and has no alternative accommodation. She is presently residing with her daughter and her 65-year-old mother-in-law. *Hereinafter annexed at* ***Annexure - G*** *is the copy of the daughter Adhar card.*
2. The Complainant submits that after the death of her husband, Opposite Party-2 is threatening her to vacate the said flat within four months; otherwise, the bank will seal the flat. The Complainant states that due to the threat from Opposite Party-2, she and her family members are living in fear and depression.
3. The Complainant submits that due to the unfair trade practices of Opposite Party-1, she sent a legal notice to Opposite Party-1 demanding that they promptly process and settle her husband’s claim in accordance with the coverage provided under the policy. However, she did not receive any response from Opposite Party-1. *Hereinafter annexed at* ***Annexure - H*** *is the copy of the Legal Notice.*

**JURISDICTION**

1. The complainant further submits that she actually resides at the address mentioned in the cause title. The total consideration of the insurance paid by her husband is Rs. 98,489/-. Therefore, this Hon’ble Commission is vested with the pecuniary jurisdiction to entertain, try, and decide the complaint.

**COURT FEE:**

1. The complainant submits that the requisite fee of Rs.0/- as prescribed by the provisions of the Consumer Protection Act, 2019 and the Consumer Protection (Consumer Disputes Redressal Commission) Rules, 2020 has been tendered vide online mode.

**LIMITATION:**

1. That the present complaint is being filed within the prescribed period of limitation as prescribed in section 69 of the consumer protection act 2019.

**PRAYER:**

In light of the above-mentioned facts and circumstances, the Complainant respectfully prays that this Hon’ble Consumer Disputes Redressal Commission be pleased to:

1. Direct the Opposite Party to process and settle, as per Section III in the Certificate of Insurance, the insurance claim of Rs. 29,13,488/- (Rupees Twenty Nine Lakhs Thirteen Thousand Four Hundred Eighty-Eight Only) in favour of the Complainant, along with interest at the rate of 18% from the date of claim submission till the date of realization.
2. Direct the Opposite Party to process and settle, as per Section IV(C) in the Certificate of Insurance, the insurance claim of Dependent Child Education Benefit of Rs. 1,00,000/- (Rupees One Lakh Only) in favour of the Complainant, along with interest at the rate of 18% from the date of claim submission till the date of realization.
3. Award compensation of Rs. 1,00,000/- (Rupees One Lakh Only) for the mental agony and financial distress caused to the Complainant due to the Opposite Party's negligence and improper rejection of the insurance claim.
4. Direct the Opposite Party-2 to stop the recovery process until the insurance claim case is resolved.
5. Direct the Opposite Party to pay the costs of this complaint.
6. Pass any other orders as this Hon’ble Commission may deem fit and proper in the interest of justice and equity.

**VERIFICATION**

Verified at Pune on \_\_\_\_day of July 2024 that the contents of my above consumer complaint are true and Correct to my knowledge and belief and nothing has been concealed there from.

Complainant

NEW DELHI:

DATE:

THROUGH,

Adv. Mahesh Pawar

Counsel for Petitioner

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Add: Dagadu Patil Nagar,

Thergaon, Chinchwad , Pune-411033