



BEFORE THE DISTRICT CONSUMERS FORUM-II
AT VISAKHAPATNAM

P r e s e n t: 1. Sri H. Ananda Rao, M.A., L.L.B.,
President

2. Smt K. Saroja, M.A. B.L.,
Lady Member

Saturday, the 24th day of February, 2018

CONSUMER CASE No. 240/2017

Between

Smt. Adari Santhi, W/o Adari Venkata Suri Appa Rao, Hindu, aged 38 years, R/at D.No.15-35, M.V.peta, mangalavarapupeta, Munagapaka, Anakapalli, Visakhapatnam district, Andhra Pradesh.

... Complainant

And

- 1) The Manager, IFFCO-TOKIO General Insurance Co.Ltd., 4F-3rd Floor, Balaji's Mangalagiri Chambers, Siripuram Junction, Visakhapatnam, Andhra Pradesh.
- 2) The Authorised Signatory, IFFCO-TOKIO General Insurance Co.Ltd., Regd Office, IFFCO Sadan, CI DISTT Centre, Saket, New Delhi-110017.

... Opposite Parties

This case coming on 21.02.2018 for final hearing before us in the presence of Sri H.S.Ali & B.N.Rao, Advocates for Complainant and Sri M.S.Nagesh, Advocate for Opposite Parties and having stood over till this date for consideration, this Forum made the following:

ORDER

(As per Sri H.Ananda Rao, Honourable President on behalf of the Bench)

1. The Complainant filed the present Complaint against Opposite Parties praying the Hon'ble Forum to direct them to pay the assured amount of Rs.7,50,000/- with interest and also pay an amount of Rs.50,000/- towards compensation besides Rs.50,000/- towards costs.

2. The case of the Complainant in brief is that 1st Opposite Party is the Manager of IFFCO-TOKIO General Insurance Co. Ltd., and 2nd Opposite Party is the registered office of 1st Opposite Party, wherein the Complainant's mother took a policy on 18.08.2016 for a sum assured of Rs.7,50,000/- showing her name as nominee and on 2.9.2016 evening at about 6.00 pm, the Life Assured mother fallen in a bathroom and sustained injury to her

admit her in King George Hospital. Accordingly vide O.P.no.5187 dt.3.9.2017 she admitted and the Medical Officer treated and discharged on the same day and took her to their house and while taking medicines, all of a sudden she died on 8.9.2016 and immediately the same was intimated to Opposite Parties for claim, but there is no response inspite of registered notice, hence this Complaint.

3. The case of the Opposite Party denying material averments of the Complaint, contended that the Complainant never submitted the claim form through proper way and not submitted required documents within time and there was a delay of 123 days in intimating the claim. Further they have not submitted FIR, Postmortem Report and Inquest which are mandatory for settlement of claim and that no information was given to the Police about the accidental fall in bathroom and sustained injuries on 2.9.2016. For all these reasons they have repudiated the claim of the Complainant and intimated the same on 30.03.2016. Therefore the Complaint filed by the Complainant is liable to be dismissed.

4. In order to prove the case of the Complainant she filed her Affidavit and got marked Exs.A1 to A4 and on the otherhand the Opposite Parties filed their affidavit and got marked Exs.B1 to B4. Both parties filed Written arguments.

5. Ex.A1 is the Policy schedule bearing Policy No.51698058. Ex.A2 is the Outpatient ticket issued by K.G.Hospital vide O.P.no.51587. Ex.A3 is the Death certificate of insured evidencing that the LA died on 08.09.2016 and issued on 19.09.2016. Ex.A4 is the Letter addressed to the 1st Opposite Party along with postal receipt.

6. Ex.B1 is the Policy copy with conditions. Ex.B2 is the Investigation report. Ex.B3 is the Claim form of the Complainant. Ex.B4 is the repudiation letter.

7. Heard arguments from both sides.

8. Now the point that would arise for determination in this case is:-

Whether there is any deficiency in service on the part of the Opposite Parties and the Complainants are entitled to any relief or reliefs asked for?

9. As seen from record it is evident that the Life Assured took Individual Personal Accident Policy from Opposite Party and accidentally died on 8.9.2016 during pendency of policy and that when a claim is putforth before

the Opposite Party, they repudiated on the grounds that the claim was not submitted before them. The main contention of the Opposite Party is that the claim submitted by the Complainant is that a delay of 123 days after the death of the Life Assured and that he has not submitted FIR, PM report, Inquest which are mandatory documents for settlement of claim and that the Complainant has not even intimated to them even prior and after accidental injuries sustained by the Life Assured. Therefore, according to Opposite Party they have repudiated the claim.

10. The case of the Complainant is that the death of the insured is occurred due to fell in bathroom and the insured was died at home for that reason they did not give any report to Police, in order to comply the other formalities such as Postmortem, Inquest etc.

11. Ex.A2 is the out-patient Ticket showing No as 51587 issued by K.G.H., which clearly goes to show as the Complainant brought the Life Assured alleged to be fall in bathroom and sustained injury at right hip about 6.00pm on 2.9.2016 at her residence and at that time she was not conscious and coherent and there was no external injuries etc and later after taking X-rays prescribed some medicines and it further shows she was under treatment upto 3.9.2016. It is evident as seen from Ex.A2 that she was not admitted in KGH and she was given only treatment. The case of the Complainant further shows that after taking treatment she was taken to her house and while using the medicines prescribed, she died on 8.9.2016. The evidence of the Complainant coupled with Ex.A2 also establish the same. Though the Opposite Party denied it, investigating report of Investigator Ex.B2 goes to show that the Opposite Party in order to investigate the claim made by the Complainant they have appointed an investigator and he submitted his report on 1.2.2017. It further shows he visited the house of the Complainant where the Complainant stated about Ex.A2 contents and that he has not examined any of the persons of that locality much less the village elders etc. On the otherhand it shows he personally met the Complainant who reiterated her case facts as noted in the Complaint.

12. The Opposite Party case appears to be as the Complainant has not informed the same to Police, Inquest and Postmortem also not done on the body of the deceased, the Complainant would not be entitled to the claim of the Policy. He finally stated in his observation at para-7 of Ex.B2 Investigation report that he enquired in the village about the death of the deceased and found that the deceased was died at home as she sustained

head and immediately she was taken to the local Doctor, who advised to admit her in King George Hospital. Accordingly vide O.P.no.5187 dt.3.9.2017 she admitted and the Medical Officer treated and discharged on the same day and took her to their house and while taking medicines, all of a sudden she died on 8.9.2016 and immediately the same was intimated to Opposite Parties for claim, but there is no response inspite of registered notice, hence this Complaint.

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8. Now the point that would arise for determination in this case is:-

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9. As seen from record it is evident that the Life Assured took Individual Personal Accident Policy from Opposite Party and accidentally died on

unanimous opinion awarding a sum of Rs. 2,500/- as costs would appropriate and reasonable. Accordingly costs are awarded.

16. In the result, the Complaint is allowed in part, directing the Opposite Parties to pay the assured amount of Rs.7,50,000/- (Rupees Seven lakhs fifty thousand only) with interest @ 12% p.a. from 30.03.2016 till the date of realization, a compensation of Rs.50,000/- (Rupees Fifty thousand only) and costs of Rs.2,500/- (Rupees Two thousand five hundred only) to the Complainant. Time for compliance, one month from the date of receipt of this order.

Dictated to the Steno, transcribed by him, corrected and pronounced by us in the Open Forum, this the 24th day of February, 2018.

Sd/-
Lady Member

Sd/-
President

APPENDIX OF EVIDENCE

For the Complainant:-

NO.	DATE	DESCRIPTION OF DOCUMENT	REMARKS
Ex.A1	18.08.2016	IFFCO-TOKIO GENERAL INSURANCE CO. LTD., Policy No.51698058	Original
Ex.A2	03.09.2016	Outpatient ticket issued by K.G.Hospital vide O.P.no.51587 of 2 Nos.	Original
Ex.A3	19.09.2016	Death certificate of insured on 08.09.2016	Original
Ex.A4	19.04.2017	Letter addressed to the 1 st Opposite Party along with postal receipt	Original

For the Opposite Parties:-

NO.	DATE	DESCRIPTION OF DOCUMENT	REMARKS
Ex.B1	18.08.2016	Policy copy with conditions	Attested copy
Ex.B2	01.02.2017	Investigation report	Office copy
Ex.B3	20.04.2017	Claim form of the Complainant	Original
Ex.B4	30.03.2017	Claim repudiation letter	Office copy

Sd/-
Lady Member

Sd/-
President

Date of Order

When Made Ready

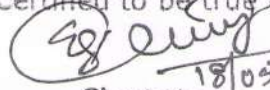
Dt. of Despatch / Delivery

24/2/18

18/5/18

18/5/18

Certified to be true copy


18/05/2018
Sheristhadar
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