



Date of Registration of the Complaint: 22.02.2018  
Date of Order: 24.04.2018

**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

Tuesday, the 24<sup>th</sup> day of April, 2018

CONSUMER CASE No. 76/2018

Between

Smt.Villuri Appalanarasamma, W/o late Venkata Ramana,  
Hindu, aged 40 years, r/at D.No.2-11, Dibbapalem,  
Anakapalle, Visakhapatnam.

... Complainant

And

- 1) The Manager, IFFCO-TOKIO General Insurance Co. Ltd.,  
4F, 3<sup>rd</sup> Floor, Balaji's Mangalagiri Chambers, Siripuram  
Junction, Visakhapatnam, Andhra Pradesh.
- 2) The Authorised Signatory, IFFCO-TOKIO General  
insurance Co. Ltd., office at : IFFCo Sadan C-1 Distt  
Centre, Saket, new Delhi-110017.

... Opposite Parties

This case coming on this day for hearing before us in the presence of Sri H.S.Ali & B.N.Rao, Advocates for Complainant and Opposite Parties called absent and set exparte 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 case of the Complainant in brief is that her husband has taken a policy from opposite Party-Insurance Company on 27.10.2015 for a sum assured of Rs.15,00,000/- showing her name as nominee and that the insured is a rod bender and on 19.03.2016 his left leg was insured while he was working and immediately he was taken to Anakapalli Area Hospital who referred him to K.G.Hospital, Visakhapatnam where he joined vide O.P.No.12288 and while undergoing treatment he died on 25.03.2016 and the Doctors opined that the death is cardio respiratory arrest and immediately the same was intimated to the Opposite Party with relevant

2. After receipt of notice the Opposite Parties have not turned up, for the reasons best known to them and atlast holding that service is sufficient they were set exparte.

3. In order to prove the case of the Complainant besides filing her Affidavit relied upon Exs.A1 to A7.

4. Ex.A1 is Policy Schedule issued by Opposite Party wherein the Capital Sum insured was noted against Death benefit is Rs.15,00,000/- and the complainant was shown as nominee. Ex.A2 is the prescription issued by Govt Hospital, Anakapalli. Ex.A3 is the OP chit of KGH. Ex.A4 is the Death certificate. Ex.A5 is the letter addressed by the Complainant regarding submission of claim form along with relevant documents which was acknowledged by the Opposite Party on 29.07.2016. Ex.A6 is another letter addressed by Complainant to the Opposite Parties on 27.09.2016. Ex.A7 Letter addressed to the Opposite Party No.1 & 2 along with postal receipt.

5. The Complainant filed Written Arguments. Heard the counsel for Complainant.

6. 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 Complainant is entitled to any relief or reliefs asked for?

7. The evidence of the Complainant clinches that her husband took IFFCO-TOKIO General Insurance policy from opposite Parties on 27.10.2015 showing her as nominee for a sum of Rs.15,00,000/- vide Ex.A1. Ex.A2 & A3 establishes that the insured was admitted on 19.03.2016 at about 2:15 pm in Government General hospital, Anakapalli due to leg injury and who referred him to KGH at Visakhapatnam and during the course of treatment due to cardio respiratory arrest he died on 25.03.2016 and Ex.A2 shows during the course of treatment the insured purchased medicines on 19.03.2016 for treatment. Thus on a careful perusal of Ex.A1 to A3, the Complainant established that her husband took a policy from Opposite Party showing her as nominee and during existence of policy he sustained injury and during the course of treatment he died. Ex.A4 is the death certificate of Life assured showing that he died in KGH, Visakhapatnam. It is in the evidence of the Complainant in the evidence of the Life insured they intimated the same to

acknowledgement there on shows it was duly served on opposite Party along with claim form. It is in the evidence of the Complainant that inspite of addressing letters to the Opposite Parties they did not settle their claim and to prove the same they relied upon Ex.A6 & A7 which goes to show they requested the Opposite parties to settle the claim of the insured. These exhibits goes to show the notices were sent by way of registered post. Perhaps as Opposite Party did not respond to the claim of the Complainant she was forced to file the present Complaint.

8. The record shows though notices were properly served against Opposite Parties they could not able to make their appearance to answer the claim of the complainant, thus it can be held that the evidence of PW1 is unchallenged.

9. On a careful scrutiny of the evidence of the Complainant coupled with exhibits, it is evident that though a duty cast upon the Opposite Parties to settle the claim of the Complainant, they failed to render proper service i.e. non settlement of the claim of the complainant shows any amount of deficiency of service on the part of the Opposite Parties. Therefore the claim of the Complainant deserves to be allowed.

10. In the result the Complaint is allowed in part, directing the Opposite Parties to pay the assured amount of Rs.15,00,000/- (Rupees Fifteen lakhs) with interest @ 9% p.a. from 29.07.2016 i.e. from the date of intimation till the date of realization, a compensation of Rs.1,50,000/- (Rupees One lakh fifty thousand) besides costs of Rs.2,500/- (Rupees Two thousand five hundred only). 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 24<sup>th</sup> day of April, 2018.

Sd/-  
Lady Member

Sd/-  
President

#### APPENDIX OF EVIDENCE

##### For the Complainant:-

No.	Date	Description of Document	Remarks
Ex.A1	27.10.2015	IFFCO-TOKIO General Insurance Co. Ltd. Policy bearing No.51577772 for a sum assured of Rs.15,00,000/-	Photostat copy

FOF

Ex.A2	19.03.2016	Prescription issued by the Anakapalli Area hospital	Photostat copy
Ex.A3	25.03.2016	OP Ticket bearing No.12288 issued by the K.G.hospital	Original
Ex.A4	25.03.2016	Death certificate of insured	Photostat copy
Ex.A5	29.07.2016	Letter, claim form addressed to the Opposite Party No.1 & 2 with acknowledgements	Original
Ex.A6	27.09.2016	Letter addressed to the Opposite Party No.1 & 2 along with postal receipt	Original
Ex.A7	20.10.2016	Letter addressed to the Opposite Party No.1 & 2 along with postal receipt	Original

For the Opposite Parties:- -NIL-

Sd/-  
Lady Member

Sd/-  
President

Date of Order 24/4/18  
When Made Ready 18/5/18  
Dt of Despatch / Delivery 18/5/18

JIS. No. 310  
Date 18/5/18  
//GLR//

Certified to be true copy  
*[Signature]*  
18/05/2018  
Sheristhadar  
*[Signature]*