

BEFORE THE DISTRICT CONSUMERS FORUM-I VISAKHAPATNAM:AP

PRESENT: Sri H.Ananda Rao, M.A., LL.B.,
President

Smt K.V.R.Maheswari, B.A., B.L., LL.M.,
Lady Member

Tuesday, the 24th day of May, 2016

CC No: 119/2015

Between

Kandipalli Krishna Veni W/o late Surya Rao, Hindu, aged 35 years,
R/at Pedanaidupalem village, Sabbavaram Mandalam,
Visakhapatnam, Andhra Pradesh.

... Complainant

And

1. Reliance Life Insurance Company Limited, rep by its Manager,
D.No.47-14-5, 403, 3rd Floor, Eswar Paradise, Dwarakanagar
Main Road, Visakhapatnam-530 016.
2. Reliance Life Insurance Company Limited, rep by its Head-
Central Operations, 9th Floor, Building No.2, R-Tech Park, Nirlon
Compound, Next to Hub Mall, Behind I-flex Building, Goregaon
(East), Mumbai-400063.

... Opposite Parties

This case coming for final hearing on 06.05.2016 in the presence of Sri H.S.Ali,
Advocate for Complainant and Sri T.S.D.Srinivas, Advocate for Opposite Parties
and having stood over till this date, the Forum delivered the following.

: O R D E R :

**(As per the Honourable Lady Member Smt.K.V.R.Maheswari on behalf of
the Bench)**

1. The case of the Complainant is that the husband of the Complainant
Kandipalli Surya Rao took a Premium Reliance Endowment Plan (Regular) in
Reliance Life Insurance Company vide Policy No.50841365 for a sum assured
of Rs.1,80,000/- for the period from 20.03.2013 to 20.03.2029, wherein the
complainant was shown as nominee. While so, the husband of the complainant
was demised on 20.03.2013 and the same was intimated to the 1st Opposite
Party and they requested to send the information to the corporate office and
accordingly the same was intimated through writing to 2nd Opposite Party
along with original documents through registered post on 21.02.2014, but
there is no reply from the Opposite Parties. The Complainant stated that the
Opposite Parties did not comply the policy amount and they are not responding
to the complainant even after several requests made by him. These acts of the

Opposite Parties clearly shows gross violence against the principles of natural justice and deficiency of service. Hence this complaint to direct the Opposite Parties

- a) to pay assured amount of Rs.1,80,000/- as per term policy basic benefits on the death of the life assured at any time prior to 20.03.2029;
- b) to pay Rs.2,00,000/- towards compensation besides costs of Rs.20,000/-.

2. On the otherhand both the Opposite Parties filed their counter denying the allegations and pleaded that the complainant approached this Forum without filing the death claim intimation with the Opposite Party company. Hence the complaint is premature since the Opposite Parties have never been given any opportunity to process the claim under the policies. As per Regulations 8(2) of Insurance Regulatory and its Authorities the Life Insurance Co. shall process the claim without delay and a claim under a life policy shall be paid or be disputed giving all the relevant reasons within 30 days from the date of receipt of all relevant papers but in the present case as per Regulation (8) the complainant is under obligation to claim death claim form along necessary documents but she failed to do so. The Opposite Party came to know about the death of the Life Assured after receiving the notices, summons from the Forum. The Life Assured expired within the 4 months time of procurement of the subject policy. The Opposite Party further pleaded that the complainant is not come under the definition of Consumer as there is no consideration between the parties and as per Hon'ble Supreme Court the Complainant is also not a beneficiary under the said policy, hence he is not a consumer. The Complainant has to approach Civil Court to get succession certificate to establish that she is beneficiary of the properties of the life assured. The Complainant has to submit the original policy, proof of age of Life Assured, proof of the death of Life assured and any further information, without that information the Opposite Parties cannot settle the claim amount. But the Complainant not even submit a single paper but filed this complaint. Hence the complainant is not entitled for any claim, as such the complaint is to be dismissed.

3. At the time of enquiry the Complainant filed Evidence Affidavit and Exs.A1 to A3 are marked and on the other hand the Opposite Party filed its counter and evidence affidavit and no documents are marked. Both the Counsels filed Written arguments. Heard both the counsels, who reiterated their versions.

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Now the point for determination is:

Whether there is any deficiency of service on the part of the Opposite parties; if so whether the complainant is entitled for the reliefs sought for.

5. Ex.A1 is the copy of the Policy dt 20.03.2013, wherein the sum assured was shown as Rs.1,80,000/- and the complainant was shown as nominee is not in dispute. But the Opposite Parties contention is that the Complainant not intimated about the death of Life Assured and not submitted any required documents and not known about the death of the Life Assured until the summons were issued by the Forum. As per their terms and conditions, non-submission of required documents by the complainant, the complaint is premature and there is no deficiency on their part. But as per Ex.A2 i.e. letter dt 17.12.2014 along with Postal slip dt 21.12.2014 which was issued by the Complainant to Opposite Party clearly shows that the Complainant intimated about the death of the Life Assured and also submitted the Policy copy and death certificate to the Opposite Parties. Hence it is clear that as per this Ex.A2 Postal slip the submission of required document along with intimation by the Complainant to Opposite Party is evidenced. Ex.A3 is the death certificate of the Life Assured.

6. The plea of the Opposite Party that the complainant is not a consumer as he is not the beneficiary but it is to be noted that Sec.39 of Insurance Act does not have the effect of conferring to the nominee any beneficial interest in the amount payable under the life insurance policy, on death of the life assured. The nomination enables the nominee to receive the policy proceeds without necessity of producing any legal evidence of title to the estate of deceased life assured. Hence, there is no need to produce any Succession Certificate when the nominee was nominated by the deceased at the time of taking policy, as such this plea of the Opposite Party is not taken into consideration.

7. After careful analysis of the facts of the complaint and counter with related documents we are of the view that the complainant intimated about the death of her husband in the year 2014 but as the opposite parties could not come forward to settle the issue then the Complainant filed the complaint in the year 2015. Ex.A2 Postal receipt appears that the letter was issued to the Manager, Claims Department, Gorgaon, Mumbai through registered post. It is to be noted that the Complainant after submission of required documents roamed around the offices of the Opposite Party. No one will keep quiet after knowing about the policies thus the Complainant made her efforts to get the


claim amount, but even after receipt of the intimation along with the documents by the Complainant, the Opposite Party neither settle the claim amount nor repudiated which clearly shows deficiency in service on their part. Hence the Opposite Parties are liable to pay the claim amount of Rs.1,80,000/- with 9% interest p.a. to the Complainant from the date of intimation i.e. 17.02.2014 till the date of realization which would be just and proper.

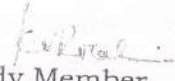
8. Because of the acts of the Opposite Party the complainant suffered financially and mentally and being an uneducated women she made her efforts to get the amount but there is no reply from the Opposite Party which clearly shows deficiency in service on their part. Hence to compensate it allowing Rs.20,000/- towards compensation besides costs which would be just and proper.

Accordingly this point is answered.

9. In the result the Complaint is allowed in part, directing the Opposite Parties to pay Rs.1,80,000/- (Rupees One lakh eighty thousand only) with 9% interest p.a. from 17.02.2014 i.e. from the date of intimation till the date of realization to the Complainant. The Opposite Parties are further directed to pay Rs.20,000/- (Rupees Twenty thousand) towards compensation besides costs of Rs.2,500/- (Rupees Two thousand five hundred). Time for compliance two months.

Dictated to the Shorthand Writer, transcribed by him, corrected and pronounced by us in the open Forum on this the 24th day of May, 2016.


President


Lady Member

APPENDIX OF EVIDENCE

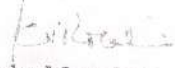
Exhibits Marked for the Complainant:

Ex.A1	20.03.2013	Policy Bond	Photostat copy
Ex.A2	17.02.2014	Letter to Opposite Party copy along with Postal receipt	Photostat copy
Ex.A3	27.06.2013	Death certificate of the Insured	Original

Exhibits Marked for the Complainant:

-NIL-


President


Lady Member

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