Date of Institution : 04.11.2025
Date of Final Hearing : 02.07.2026
Date of Pronouncement : 20.07.2026

BEFORE THE DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION: KURNOOL

Present: Sri Karanam Kishore Kumar, B.A., B.L., President

Sri N.Narayana Reddy, B.A., B.L., Member
And
Smt S.Nazima Kausar, PGDBM., M.Com., MBA., B.Ed., Member

Monday the 20th day of July, 2026

CONSUMER COMPLAINT No.174/2025

Between:

mt. Gandla Prameela,
W/o. Late Gandla Mulaiah,
R/o. H. No. 1-265-2,
NGO's Colony,
Banaganapalli Post & Mandal,
Nandyal District - 518124. **...COMPLAINANT**
(Through: Sri P.Siva Sudarshan, Advocate)

-VS-

1. ICICI LOMBORD General Insurance Company Limited,
Represented by its Authorized Signatory,
ICICI LOMBORD House,414 Veersavarkar Marg
Near siddi Vinayaka Temple Prabhadevi,
Mumbai – 400025.

2. ICICI LOMBORD General Insurance Company Limited,
Represented by its Branch Manager,
Shop No.23&24, 2nd Floor,
Uconplaza,park road,
Kurnool -518001. **...OPPOSITE PARTIES 1 & 2**
(Through: Sri P.Ramanjaneyulu, Advocate)

ORDER
(As Per Smt S.Nazima Kausar, Women Member on behalf of the Bench)
CONSUMER COMPLAINT No.174/2025

1. This complaint is filed under section 34 and 35 of the Consumer Protection Act, 2019, praying to direct the opposite parties:-

a. Direct the opposite party to pay the insured amount of Rs.50,00,000/- with interest @ 24% per annum from the date of death of the policyholder (28.07.2025) till the date of realization, along with all policy benefits.

b. Award compensation of Rs.1,00,000/-towards mental agony and harassment,

c. Award costs of this complaint.

And

d. Grant such other and further reliefs as the Hon'ble Commissiondeems fit and proper in the circumstance of the case.

2. The case of the complainant in brief runs as follows:-The complainant states that he is a resident of Nandyal District. Opposite Party No.1 is the ICICI LOMBORD General Insurance Company Limited, represented by its Authorized Signatory, Mumbai, the opposite party No.2 is theICICI LOMBORD General Insurance Company Limited, represented by its Branch Manager, Kurnool.

The complainant, being the nominee of her deceased husband, Late Sri Gandla Mulaiah, submits that he had obtained a life insurance policy from the Opposite Parties for an accidental benefit of Rs.50,00,000/-. The policy was valid from 09.06.2025 to 08.06.2028. The annual premium payable under the policy was Rs.14,445/-.

On 28.07.2025, the insured died in a road accident after being hit by a rashly and negligently driven mini truck. A criminal case was registered by Gospadu Police, and upon completion of the investigation, a charge sheet was filed before the Judicial First Class Magistrate, Allagadda.

After the death of the insured, the complainant submitted a claim along with all requisite documents, including the policy, death certificate, FIR, inquest report, post-mortem report, and charge sheet. However, the Opposite Parties repudiated the claim on the ground that the "Police Final Report" had not been submitted.The complainant contends that the charge sheet filed by the police itself constitutes the final report after investigation and that the same had already been submitted to the Opposite Parties. Therefore, the repudiation of the claim is arbitrary, unjustified, and amounts to deficiency in service and unfair trade practice, causing financial loss and mental agony to the complainant.Hence, the complaint.

3. The right of Opposite Parties 1 and 2 are filed its written version contending that the complaint is not maintainable either in law or on facts. The Opposite Party submits that the complainant failed to furnish all the requisite documents necessary for processing the accidental death claim. Accordingly, letters dated 31.10.2025 and 02.11.2025 were issued to the complainant at her correct address, calling upon her to submit the required documents. Although the said communications were duly received, the complainant neither responded nor furnished the necessary documents.

Opposite party submitted that, in the absence of the mandatory documents required for processing a personal accident claim, the complainant should furnish the following documents for processing of claim:

1. Duly filled in claim form.
2. Death certificate (issued by Govt Municipal Corporation). FIR/ MLC (Medico Legal Case Report).
3. Post Mortem. Spot and/or Inquest Panchnama.
4. Cancelled cheque with claimant/ payee name printed on it (else supported by a passbook copy) or NEFT form verified by bank.
5. Registration copy of the vehicle, Driving License of the Driver/insured.
6. Indemnity Cum Declaration Bond on Rs 100 Stamp Paper, to be filled by nominee.
7. AML Documents [if claimed amount is>1Lakh (2 passport size photos, one address and ID proof of the nominee as in C-KYC form)].
8. Nominee Declaration Documents (If nominee not mentioned in policy copy). Nominee proof of relationship with the deceased/ Legal Heir Certificate. No Objection Certificate from all other Legal heirs duly attested by Notary on a stamp paper duly attested.
9. Case Specific Documents (Cases where above mandatory documents not available or for suspected Murder.)
10. Police final charge sheet or Court Final Order (if case closed), Forensic Science Laboratory (FSL).
11. Histopathology/ Chemical analysis Report (If recommended in PM Report)
12. Medical Cause of Death certificate issued by Hospital with supporting treatment papers.

Therefore rightly repudiated the same by letter dated 04.11.2025. The repudiation letter was also sent to the complainant's correct address.

The Opposite Party contends that the complainant failed to comply with the requirements despite repeated reminders and, without submitting the necessary documents, prematurely filed the present complaint alleging deficiency in service. It is, therefore, submitted that there is no deficiency in service or unfair trade practice on the part of the Opposite Party, and the complaint is liable to be dismissed.

4. The complainant filed sworn affidavit, and Ex.A1 to Ex.A7 are marked. The opposite parties 1 and 2 arefiled sworn affidavit andEx.B1 and Ex.B2are marked on behalf of opposite parties 1 and 2.

5. We have perused the available records and written arguments filed by the complainant and opposite parties 1 and 2 and heard oral arguments of both sides.

6. Now, the points that arise for consideration are:

i. Whether there is any deficiency of service on the part of the opposite parties or not?

ii. Whether the complainant is entitled to the reliefs as prayed for or not?

iii. If any relief, then to what extent?

7. **<u>Points i to iii</u>**:-The case of the complainant is that her husband, Late Sri Gandla Mulaiah, obtained a life insurance policy bearing No.4172/395952653/00/000 from the Opposite Parties with an Accidental

Death Benefit for a sum assured of Rs.50,00,000/-. The policy was valid from 09.06.2025 to 08.06.2028. The complainant is the nominee under the policy, and the annual premium paid was Rs.14,445/-. Ex.A1 is the policy schedule along with the terms and conditions.

According to Ex.A2, FIR No.55/2025 dated 29.07.2025 registered at Gospadu Police Station, Nandyal, the life assured met with a road traffic accident on 28.07.2025 at about 8.45 p.m. near Tellapuri Village, when a rashly and negligently driven mini truck hit him while he was standing beside the road. He sustained grievous head and leg injuries and was shifted to the Government Hospital, Nandyal, where he succumbed to the injuries at about 10.30 p.m.Ex.A3 is the Post-Mortem Report, Ex.A4 is the Inquest Report, Ex.A5 is the Charge Sheet filed by Gospadu Police Station concluding that the deceased died due to head and leg injuries sustained in the accident, and Ex.A6 is the Death Certificate recording the date of death as 28.07.2025.

After the death of the life assured, the complainant submitted the claim form to the Opposite Parties along with the available supporting documents and requested settlement of the insurance claim. However, the Opposite Parties repudiated the claim. Ex.A7 is the repudiation letter dated 03.10.2025, wherein the Opposite Parties informed the complainant that Claim No. BAF056074967 could not be settled on the ground that the Police Final Report and the Income Tax Return (ITR) with complete computation reflecting the Gross Total Income had not been furnished.

To substantiate their contentions, the Opposite Parties relied upon Ex.B1, the policy schedule along with its terms and conditions. They also filed Ex.B2, the repudiation letter dated 04.11.2025, wherein it is stated that they were unable to adjudicate the claim on the basis of the documents submitted and called upon the complainant to furnish the bank statement for one year preceding the commencement of the policy to enable them to reopen and process the claim.

On a careful consideration of the pleadings, oral evidence, and documentary evidence placed on record by both parties, it is observed that the life assured obtained an Accidental Death Benefit Policy from the Opposite Parties for a sum assured of Rs.50,00,000/-, valid from 09.06.2025 to 08.06.2028, on payment of an annual premium of Rs.14,445/-. It is an undisputed fact that on 28.07.2025, during the subsistence of the policy, the life assured met with a road traffic accident and succumbed to the injuries on the same day at the Government Hospital, Nandyal. The accident and the cause of death are duly established by Ex.A2 (FIR), Ex.A3 (Post-Mortem Report), Ex.A4 (Inquest Report), Ex.A5 (Charge Sheet), and Ex.A6 (Death Certificate).

It is further observed that the complainant, being the nominee under the policy, submitted the insurance claim along with the requisite documents. The repudiation letters dated 03.10.2025 (Ex.A7) and 04.11.2025 (Ex.B2) disclose that the Opposite Parties sought certain additional documents, namely the Police Final Report/Charge Sheet, Income Tax Return of the life assured, and the bank statement for one year preceding the commencement of the policy. However, the documentary evidence on record shows that the charge sheet, which constitutes the final police report upon completion of the investigation, had already been filed before the competent criminal court and was also furnished by the complainant. The accident and accidental death of the life assured are, therefore, conclusively established by the official police and medical records.

It is pertinent to note that as per Ex.A1 – Risk Assumption Letter dated 09.06.2025, the Opposite Parties had accepted the proposal of the insured by recording his age as 58 years and occupation as "self-employed." A perusal of the said document clearly discloses that there was no column or requirement at the proposal stage to furnish details regarding the income of the insured or whether he was an income tax assessee. Having accepted the risk and issued the policy without insisting upon such particulars at the inception of the contract, the Opposite Parties cannot subsequently, at the stage of claim, insist upon production of Income Tax Returns or income proof.

Such conduct on the part of the Opposite Parties amounts to introducing new conditions post-contract, which is impermissible in law. The insurer, having satisfied itself about the insurability of the proposer at the time of issuance of the policy, is estopped from raising such objections at the claim stage, particularly when the claim arises out of an accidental death, which stands independently established by cogent evidence on record.

We relied upon the decision reported in: -

Gurmel Singh -Vs- Branch Manager, National Insurance Company (2022 SC 2486) the Hon'ble Supreme Court of India held that while considering the claims of the claimants, the insurance companies should not be too technical and cannot reject the claims on flimsy grounds and also held that the insurance company should not ask or insist for the documents which cannot be produced by the claimant due to circumstances beyond his control.

The contention of the Opposite Parties that the complainant failed to submit requisite documents is not supported by any material evidence. On the contrary, the documents on record clearly establish that all essential documents relating to the accident and death were furnished. The Opposite Parties failed to demonstrate how the non-submission of Income Tax Returns or bank statements would affect adjudication of an accidental death claim. As per Exhibit A5 Under Section 106(1) of the BNS, the charge sheet filed by the police after completion of investigation constitutes the final report.

It is a settled principle of law that insurance claims cannot be repudiated on hyper-technical grounds when the occurrence of the insured event is established by cogent evidence. The Hon'ble National Commission and the Hon'ble Supreme Court have consistently held that once the factum of accidental death is proved through FIR, post-mortem report, and charge sheet, insistence on additional documents which do not have a direct bearing on the claim amounts to arbitrary repudiation.

Therefore, the insistence on furnishing Income Tax Returns and income details, which were neither part of the proposal requirements nor relevant for adjudication of an accidental death claim, is arbitrary, unreasonable, and amounts to clear deficiency in service.

In these circumstances, repudiation of the claim on the ground of non-submission of the Police Final Report is unsustainable. Further, the requirement of furnishing the Income Tax Return and one year's bank statement has not been shown to have any nexus with determining the liability under an accidental death policy, particularly when the occurrence of the accident, the cause of death, and the validity of the policy are not in dispute. The repudiation of the claim on such technical and unreasonable grounds amounts to deficiency in service on the part of the Opposite Parties.

Accordingly, the complainant, being the nominee under the policy, is entitled to the accidental death benefit of Rs.50,00,000/-, together with appropriate compensation for the mental agony suffered and the costs of the proceedings.

8. In the result, the complaint is partly allowed, directing Opposite Parties Nos. 1 and 2, jointly and severally, to pay the sum assured of Rs.50,00,000/- (Rupees Fifty Lakhs only) to the complainant. The Opposite Parties are further directed to pay Rs.20,000/- (Rupees Twenty Thousand only) towards compensation for the mental agony suffered by the complainant and Rs.10,000/- (Rupees Ten Thousand only) towards the costs of the proceedings.The above amounts shall be paid within 45 days

from the date of receipt of a copy of this order. In default of such payment, the sum of Rs.50,00,000/- shall carry interest at the rate of 9% per annum from the date of filing of the complaint i.e., 04.11.2025 until the date of realization.

Typed to my dictation by the stenographer, corrected and pronounced by us in the open Bench on this the 20thday of July, 2026.

WOMEN MEMBER **MALE MEMBER** **PRESIDENT**

APPENDIX OF EVIDENCE
Witnesses Examined

For the complainant:-Nil **For the opposite parties:-Nil**

List of exhibits marked for the complainant:-

Ex.No.	Date/Year	Description	Remarks
A1		Policy copy.	Original
A2	29.07.2025	FIR copy.	Self attestedphoto copy
A3	29.07.2025	Post Mortem Report.	Self attestedphoto copy
A4	29.07.2025	Inquest Report.	Self attestedphoto copy
A5		Charge Sheet.	Original
A6	05.08.2025	Death Certificate of Sri Gandla Mallaiah.	Self attestedphoto copy
A7	03.10.2025	Claim Repudiation Letter of opposite party.	Original

List of exhibits marked for the opposite parties 1 and 2:-

Ex.No.	Date/Year	Description	Remarks
B1	09.06.2025	Risk Assumption Letter.	Attested photo copy
B2	04.11.2025	Repudiation Letter.	Attested photo copy

WOMEN MEMBER **MALE MEMBER** **PRESIDENT**

Pronounced on:-**20.07.2026**

Copy to:-

Copy made ready on :

Copy dispatched to Complainant
and Opposite parties on :