**BEFORE THE HON’BLE DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION, COSMOS**

**IN RE: COMPLAINT No. 26 of 2022**

# IN THE MATTER OF:

Bruno

45 years of age, male

56/879, 4th street, Sunset Avenue, Cosmos- 32.

Bruno1888@gmail.com

9234567891………………………………………………………,,.COMPLAINANT

## Vs.

ABC Insurance Private Limited

Represented by its Manager

2nd Cross Street, Jeevan Nagar, Cosmos-60

abcinsurance@gmail.com

9456716832……………………………………………..………….OPPOSITE PARTY

**COMPLAINT UNDER SECTION 35 of CONSUMER PROTECTION ACT, 2019**

# RESPECTFULLY SHOWETH:

1. The complainant, Bruno (PAN Card No. xxxxx xxxxx), aged 45, residing at 20/918, III street, Vimala Nagar, Cosmos – 100, is a graphic designer by profession, and has been working in H2O Designs Private Limited for the last seven years.
2. The opposite party is a well-known and reputed insurance company. It has branches across the city of Cosmos and in other parts of the country. Moreover, since its inception in 2004, it has served over one lakh customers.
3. On 04/02/2022 (4th February, 2022), at around 10:30 am, the complainant purchased a vehicle from ABC Auto Enterprises for 80,000/-, and the said vehicle was insured with the opposite party insurance company dated 12/02/2020. The complainant paid an amount of Rs 18,000/- as premium for the said policy.
4. On 10/02/2022, quite unexpectedly, it met with an accident at Infinity, Cosmos. Consequently, the vehicle suffered heavy damage. A case was registered in the Infinity P.S.
5. Moreover, the complainant who was driving the vehicle at the time of the incident was also grievously injured. After recovery, he filed an insurance claim with the opposite party. The opposite party vide letter dated 28/02/2022 intimated the complainant that the claim was not maintainable as he did not possess a valid driving license, but it is pertinent to note that the DTO Office, Cosmos on 08/02/2022 acknowledged that the complainant held a valid driving license. The complainant again sent an email dated 03/03/2022 to inform the opposite party about the genuineness of his driving license, but the opposite party did not budge. It rejected the claim of the complainant vide letter dated 15/03/2022. Thus, the complainant humbly submits that the opposite party has failed to discharge its duties and obligations towards the complainant.
6. The complainant was therefore constrained to send a legal notice on 20/03/2022 (20th March, 2022) whereby the opposite party was advised to comply with the request of the complainant to pay the insured amount, and also pay Rs 30,000/- as compensation for the mental distress caused and the legal expenses incurred by the complainant to avoid initiation of action under the Consumer Protection Act of 2019 on the ground of deficiency in the service rendered to the customer.
7. However, months went by, but the complainant never received any reply to the notice sent on 20/03/2022. Distressed by the indifferent attitude of the opposite party towards the suffering of the complainant, the latter has now approached this hon’ble commission for relief.
8. The complainant, therefore, humbly submits that the present incident is a clear case of violation of the right of the complainant as a consumer to avail quality service for the consideration paid towards the purchase of the insurance policy, and also deficiency in service as described under section 2(11) of the Consumer Protection Act of 2019 thereby meriting remedy under the relevant provisions of the Act.
9. The cause of action arose in the first instance on 04/02/2022 when the complainant purchased a vehicle, in the second instance on 10/02/2022 when the vehicle met with an accident, and in the third instance on 28/02/2022 when the opposite party rejected the complainant’s claim.
10. The following documents have been attached as Annexures for the perusal of the hon’ble commission:
11. Original bill/invoice for the policy purchased
12. Receipts for the premia paid
13. Photograph of the vehicle
14. Copy of the emails sent to the opposite party
15. Original legal notice
16. Jurisdiction:

As the consideration paid for the service availed is less than Rupees 50 lakhs, and the cause of action is in the city of Cosmos, the complaint is being filed with the Hon’ble District Consumer Disputes Redressal Commission, Cosmos.

1. Limitation:

That the present complaint is being filed within a period of two years from the date of cause of action i.e date of the incident, as prescribed under section 69 of the Act, 2019

1. Court Fees:

In line with Rule 7 of Consumer Protection (Consumer Dispute Redressal Commission) Rules, 2020, no court fee has been paid as the value of the impugned product is less than Rs 5 lakhs, and stipulated three copies of the complaint have been submitted.

# PRAYER

### The complainant therefore prays: -

1. That the opposite party be directed to pay the insured amount, and pay Rs 15,000 as compensation for the mental distress caused, and the legal expenses incurred by the opposite party
2. that such orders be passed as the Hon’ble Consumer Forum may deem fit in the circumstances of the case.

PLACE: Signature

DATED: NAME OF THE COMPLAINANT

# VERIFICATION

I, Bruno, 45 years of age, male, 56/879, 4th street, Sunset Avenue, Cosmos- 32, hereby declare that I have not misrepresented any facts nor have I tried to hide any information in my above complaint. All the facts mentioned herein are true to the best of my knowledge.

Name

Signature