# 

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

**IN RE: COMPLAINT No. 17 of 2022**

# IN THE MATTER OF:

K. Renu

40 years of age, female

20/918, III street, Vimala Nagar, Cosmos – 100

Renu1888@gmail.com

9234567891… .COMPLAINANT

## Vs.

Cenza Life Insurance Private Limited

Represented by its Manager

2nd Cross Street, Simala Nagar, Cosmos-60

Cenzalifeinsurance@gmail.com

9456716832…. OPPOSITE PARTY

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

# RESPECTFULLY SHOWETH:

1. The complainant, K. Renu (PAN Card No. xxxxx xxxxx), aged 46, 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 company in the insurance industry, and has branches across the city of Cosmos and in other parts of the country; since its inception in 2004, it has been offering various customized insurance products to its customers.
3. On 13/01/2015 (13th January, 2015), at around 2:30 pm, the complainant visited the Jeevan Nagar branch of the opposite party, located in the city of the Cosmos and purchased a plan whose details are as follows:

Policy Number: AX 345894521

Life Assured: K. Renu

Proposal Date: 13.01.2015

Policy Issuance Date: 15.01.2015

Policy term: 7 years

Sum Assured: Rs 90,000/-

Premium Amount: Rs 1,500

Payment mode: Monthly

1. The complainant paid all the insurance premiums on time without any delay from her side for a period of three years as per the policy. The policy matured in 2022, and on 01/04/2022, the complainant sent her claim for the sum assured along with the accrued benefits via email to the opposite party. When the complainant did not receive a reply, the complainant went to the branch office of the opposite party on 05/04/2022 to claim the sum assured under the policy.
2. However, much to the disappointment of the complainant, the opposite party repudiated her claim on the grounds that the complainant did not pay the premia in entirety. When the complainant produced her bank statement to show the debits made in the last three years towards payment of insurance premia, the opposite party was not convinced. It reiterated that the complainant had not fulfilled her commitments as per the terms of the policy, but did not furnish proper evidence to back its claim.
3. On 06/04/2022, the complainant raised a grievance on the portal, and also contacted the customer support team to discuss the complainant’s options, but the opposite party was firm in its stance. According to the opposite party, the complainant’s policy lapsed due to non-payment of premia for 5 consecutive months (May 2019 - September 2019), and later got terminated because necessary steps were not taken to revive the policy within the grace period. But, when the complainant asked for proof, the opposite party did not adduce proper documents to substantiate its claim.
4. The complainant was therefore constrained to send a legal notice on 10/04/2022 (10th April, 2022) whereby the opposite party was advised to comply with the request of the complainant for payment of the sum assured along with accrued benefits, and pay Rs 5,000/- as compensation for mental distress caused to the complainant and the legal expenses incurred to avoid initiation of action under the Consumer Protection Act of 2019 on the ground of deficiency in the service rendered to the customer.
5. However, months went by, but the complainant never received any reply to the notice sent on 10/08/2022. 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.
6. 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 receive quality service for the consideration paid in the form of insurance premia, 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.
7. The cause of action arose in the first instance on 13/01/2015 when the complainant purchased the policy, in the second instance on 01/04/2022 when the policy matured, and in the third instance on 05/04/2022 when the claim of the complainant was rejected.
8. The following documents have been attached as Annexures for the perusal of the hon’ble commission:
9. Original insurance policy
10. Bank statement for the relevant period
11. Copy of the emails sent to the opposite regarding the insurance claim
12. Original legal notice
13. 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.
14. 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 sum assured along with the accrued benefits, and pay Rs 10,000 as compensation for the mental distress caused, and the legal expenses incurred by the complainant.
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, K. Renu, 40 years of age, female, 20/918, III street, Vimala Nagar, Cosmos – 100, 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