**BEFORE THE DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION NO.0I VISAKHAPATNAM: AP**

**CONSUMER COMPLAINT NO. 59/2022**

**IN THE MATTER OF:**

1. Sri Padala Sreeramulu

s/o Sri P. Veerabadrudu, aged 61 years,

Old Street, Near Pedda Rama Kovela,

Yellamanchili, Visakhapatnam- 531055

employee at Bus Depo, Visakhapatnam

… **COMPLAINANT**

**AND**

1. Life Insurance Corporation of India (LIC)

rep. by its Branch Manager,

Shipyard Branch,

Visakhapatnam-530026

1. Life Insurance Corporation of India (LIC)

rep. by Senior Divisional Manager,

LIC Buildings, Near RTC Complex inner road

Visakhapatnam- 530004

… **OPPOSITE PARTIES**

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

**RESPECTFULLY SHOWETH:**

1. The address of the Complainant for the purpose of service of summons, notice etc is as shown in the cause title above.
2. The address of the Opponents for the very purpose is the same as shown in the cause title above.
3. The complainant is a retired RTC employee who took 5 insurance policies from the opposite parties while he was working in different bus departments. The complainant finally retired in the month of July 2019.
4. The complainant in one of the policies bearing No. 692299503, which is for 25 years term, death benefit being Rs. 50,000 and Rs. 19,500 respectively for a monthly premium of Rs.65, which is due on 28th of every month and has also a free insurance cover of Rs.25,000 date of policy maturity is 28/08/2021. The last premium payment date is scheduled on 28/07/2021. The complainant paid all the premiums to the credit of the policy up to his retirement which were auto debited from his salary account.
5. The complainant further submits that in the month of july 2019 when he approached the the 1st opposite party to the pay the premiums, to his shock and surprise the opposite party intimated that the said policy is not in his name but in the name of “Adapa Nookaratnam”, resident of Anakapalli. The opposite party did not give sufficient reasons when enquired and dragged the issue till the date of maturity of the policy.
6. The complainant further submits that upon repeated requests and demands on 01/06/2021 the opposite party gave a statement under reference:6981 claims/maturity benefit showing an amount of Rs.4,875 and informed him to submit the required documents to avail the amount which was not in accordance with the policy terms and conditions. To which when the complainant raised his concern the opposite parties and their subordinates did not respond in proper way.
7. The complainant submits that in the period of past 2 years he roamed the offices of opposite parties for around 20 times, even after getting a meagre amount of pension of Rs.6,000 per month, with a lot of mental agony.
8. The complainant has issued legal notice on 03/12/2021 and received a reply with acknowledgements from the opposite parties on 24/12/2021 stating that as per the data received from the customer, the complainant was on a long leave for quite a long time and hence, premiums are not received for 2 years.
9. The opposite parties did not intimate the non receipt premiums to the complainant. The opposite parties refused to supply the statement of premiums paid by the complainant from the year 2013, till his retirement i.e, on 31/07/2019 which is deficient in rendering their services to him.
10. The complainant further submits that a letter was issued on 25/02/2022 stating that they have received premiums for 116 months, i.e, for 9.6 years since inception and the amount payable to the complainant is around Rs.7,500.
11. The complainant aggrieved by the service of the complainant has filed this complainant for the deficiency of service as per section 2(11) of Consumer Protection Act, 2019.
12. **CAUSE OF ACTION**: The cause of action in the present case firstly arose on the day when the complainant realized the discrepancy with this policy i.e, on 28/07/2019, and subsequently arose on 01/06/2021 and then on 24/12/2021 when they mentioned they did not receive payments and further on 25/02/2022 when they acknowledged the payments but provided meager amount.
13. **JURISDICTION**: The consideration amount paid by the complainant is less than Rs. 50 lakhs and the complainant resides within the territorial limits of this Hon’ble Commission. Hence this Hon’ble Commission has jurisdiction to try and entertain this complaint.
14. **LIMITATION**: That the present complaint is being filed within the limitation period prescribed under section 69 of the Act, 2019.
15. **COURT FEE**: As per Rule 7 of Consumer Protection (Consumer Dispute Redressal Commission) Rules 2020, the requisite court fee has been paid.

**PRAYER**:

The complainant therefore prays to direct the opposite party :-

i) To pay the sum assured Rs. 19,500/- under the policy No.692299503

ii) To pay Rs. 2,00,000/- towards compensation for mental agony

iii) To pay Rs.10,000/- towards costs and

iv) Such other relief or reliefs which the Honourable Forum deemed fit, just and proper in the circumstances of the case.

**PLACE**: Signature

**DATED**:

**VERIFICATION**:

I , Sri Padala Sreeramulu s/o Sri P. Veerabadrudu, aged 61 years, residing at Old Street, Near Pedda Rama Kovela, Yellamanchili, Visakhapatnam- 531055 do hereby declare that I have not misrepresented any facts nor have tried to hide any information in my above complaint. All the facts mentioned herein are true to the best of my knowledge.

Name & signature of the complainant