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

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

# **IN THE MATTER OF**:

Bruno

Age 45.

56/879, 4th street,

Sunset Avenue,

Cosmos- 32.

Shopkeeper ……………………………………………………,,.COMPLAINANT

## **Vs.**

Manager

Cenza Insurance Private Limited

2nd Cross Street,

Jeevan Nagar,

Cosmos-60……………………………………..………….OPPOSITE PARTY

**COMPLAINT UNDER SECTION 35 of 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 and that of his counsel
2. The address of the Opponents for the very purpose is the same as shown in the cause title above.
3. The opposite party is Cenza Insurance Pvt Ltd, represented by its authorised person i.e. the Manager
4. The complainant had bought insurance for the hardware and electrical goods stored in his shop ABC Stores from the opposite party. The policy number is AE12345FR
5. On 4/02/2022 four men entered his shop and destroyed goods worth Rs 6,00,000. The complainant immediately notified the opposite party of the same and applied for the insurance claim
6. However, the opposite party repudiated the claim on the grounds that the damage is not covered under the terms of the policy.
7. The complainant was aggrieved by the response of the opposite party since the terms and conditions clearly stated that such a loss was indeed covered under the policy.
8. Hence, the complainant sent multiple emails to the opposite party between 10/02/2022 and 16/02/2022 and also raised the issue on the grievance cell of the company on 20/02/2022
9. Finally, the complainant sent a legal notice to the opposite party on 26/02/2022 to which the complainant is yet to receive a reply.Hence, the present complaint
10. The cause of action arose in the first instance on 10/02/2022 when the complainant sent the first email to the opposite party and then on 26/02/2022 when the complainant sent a legal notice to the opposite party.
11. 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.

**Annexure:**

Insurance policy (original)

Receipts for the premiums paid

Photographs of the items destroyed

Copy of the emails sent to the opposite party

Original legal notice

# **PRAYER**

### The complainant the**r**efore prays: -

1. that the opposite party be directed to settle the insurance claim
2. that the opposite party be directed to pay Rs 1,00,000 towards compensation
3. 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

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# **VERIFICATION**

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I, Bruno, aged 45, resident of 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