**BEFORE THE CONSUMER DISPUTES REDRESSAL DISTRICT FORUM AT KAPURTHALA, PUNJAB**

**CC.No.\_\_\_\_\_\_\_\_\_\_\_\_\_\_/20\_\_**

Gurmail Singh

Aged 49 years

S/o Sher Singh

R/o New Guru Nanak Nagar

Hamira Road, Kapurthala

Phone number: [Phone number]

Age: [Enter Age]

Occupation: [Enter Occupation] Complainant

Versus

Life Insurance Corporation of India

Near Devi Talab Gurudwara

Ranjit Avenue, Kapurthala … Opposite Party

This complaint under section 35 of the Consumer Protection Act, 2019, is presented on the grounds stated herein under:-

1. That the Complainant is a citizen on India residing in New Guru Nanak Nagar, Hamira Road, Kapurthala and the Opposite Party abovenamed, is an insurance company registered in India and providing various kinds of insurance services and having its office at r Devi Talab Gurudwara, Ranjit Avenue, Kapurthala.

2. The complainant had an LIC Jeevan Arogya Insurance Policy with policy number 118680059. The policy is attached as Annexure A.

3. Unfortunately, the complainant met with an accident on 09.09.2020. The complainant was hospitalised from 15.09.2020 to 26.09.2020. I duly informed you within time with all relevant documents. The relevant documents are attached as Annexure B.

4. The complainant reached out multiple times to the opposite party for settling the claim but the claim has not been settled till now, despite it being over 5 months since the incident. A copy of the correspondence is attached as Annexure C.

5. The opposite party, involved in the business of insurance service, has a responsibility to process valid claims for which the insurance was taken. The opposite party has been deficient in offering this service. The complainant is entitled to the insurance claim amount.

6. The total consideration paid by the Complainant for the service is Rs. 25,379/- which is less than Rs. 50 lakhs. The complainant resides in, the opposite party carries on business in, and the cause of action arises in Kapurthala. Hence the district forum has the jurisdiction to try and entertain this complaint.

7. The complainant has not filed any complaint having the same cause of action in any other forum or court.

8. The cause of action arose on 26.09.2020 which is within the limitation period prescribed under the Act. Hence, the claim in the complaint is not barred by the law of limitation.

9. The Complainant is complying with the Court Fees Mandated under Rule 7 of the Consumer Protection (Consumer Dispute Redressal Commission) Rules, 2020.

10. In the circumstances, the Complainant therefore prays that:

a. the opposite party be directed to process the insurance claim of the Complainant and pay the sum of Rs. 1,73,436/-;

b. the Opposite Party be directed to pay to the Complainant the sum of Rs. \_\_\_\_\_\_\_\_/- being the cost of the legal expenses borne by the Complainant;

c. the opposite party be directed to pay to the complainant the sum of Rs. \_\_\_\_\_\_\_\_/- being the cost of visiting the opposite party, phone calls, follow up and mental agony and harassment suffered by the Complainant due to negligence and deficiency in service by the opposite party.

d. any other relief deemed fit and proper in the circumstances of the case.

Dated this day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**COMPLAINANT**

**VERIFICATION**

I, Gurmail Singh aged 49 years son of Sher Singh r/o New Guru Nanak Nagar, Hamira Road, Kapurthala, do hereby solemnly declare and state that what is stated in paragraphs no.1 to 10 of the above complaint is true to my own knowledge and what is stated in the remaining paragraphs is stated on information and belief and I believe the same to be true.

Solemnly declared at Kapurthala

this day of \_\_\_\_\_\_ 2024

Complainant