BEFORE THE HON’BLE DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION AT SONEPAT

IN RE: COMPLAINT No..................of 20.....

IN THE MATTER OF:

Satish Kumar (insert age and occupation)  
2501, Sector 9A, Bahadurgarh  
Jhajjar, Haryana

................ COMPLAINANT

Vs.

United India Insurance Company Ltd   
Plot No. 78   
Above Union Bank of India  
Delhi Road, Sonepat

............. OPPOSITE PARTY

COMPLAINT UNDER SECTION 35 of CONSUMER PROTECTION ACT

RESPECTFULLY SHOWETH:

1. The complainant, Mr. Satish Kumar, a resident of 2501, Sector 9A, Bahadurgarh, Jhajjar, Haryana, has been residing at the mentioned address for [Duration], bringing with him a background in [Any Relevant Information].
2. On the other side, United India Insurance Co. Ltd., with its branch office at 1st Floor, Plot No.78, above Union Bank of India, Delhi Road, Sonepat, Haryana, specializes in providing insurance services, including the policy under consideration, to individuals like Mr. Satish.
3. The essence of the deal involves a car insurance policy (Policy: 0.1120023119P110516544) issued by United India Insurance for Mr. Satish's stolen car, a Fiat Linea Activa. This policy covered the period from 07.11.2019 to 06.11.2020, offering comprehensive coverage for unforeseen accidents during this time.
4. The decision to purchase the insurance policy was influenced by compelling advertisements disseminated by United India Insurance, emphasizing broad coverage, efficient claims settlement procedures, and reliable customer service.
5. The transaction in question pertains to the car insurance policy (Policy: 0.1120023119P110516544) issued by United India Insurance for Mr. Satish's Fiat Linea Activa Car (HR 1211 7253). The policy covered the period from 07.11.2019 to 06.11.2020.
6. The nature of the service involved comprehensive coverage for any damages resulting from unforeseen accidents during this time frame.
7. The date of the purchase of the insurance policy was 13.04.2018.
8. Mr. Satish paid the stipulated amount, totaling [Amount], as consideration for the insurance coverage.
9. Photocopies of the insurance policy, along with relevant bills, cash memos, or receipts, are attached and appropriately marked as Annexure-A for reference in further proceedings.
10. The grievance in this case stems from the unfair trade practices adopted by United India Insurance in rejecting the insurance claim made by Mr. Satish.
11. The rejection, based on the grounds of alleged commercial use of the vehicle, constitutes a deficiency in the service promised by the insurance company.
12. The rejection implies a failure to fulfill the comprehensive coverage commitment made during the purchase of the insurance policy.
13. This situation falls under misleading advertisements and false representation (Option 1), as the insurance coverage did not function as expected.
14. Such actions create a scenario where the consumer is denied rightful compensation for damages sustained during the policy period.
15. The complainant contends that United India Insurance's actions constitute a breach of trust and a violation of fair business practices under the Consumer Protection Act, 2019.
16. In an attempt to rectify the situation, Mr. Satish personally visited the United India Insurance regional office in Karnal, Haryana, seeking clarification on the rejection of his insurance claim.
17. Additionally, he engaged in written communication with the insurance company, providing detailed explanations and presenting evidence to support his claim for compensation.
18. Despite these efforts, there was no positive response from United India Insurance, and the irregularities persisted.
19. A legal notice was duly served to United India Insurance, outlining the grievances, seeking resolution, and demanding compensation. However, as of the last communication, there has been no reply from the insurance company.
20. No other agency, such as a Civil or Criminal Court of competent jurisdiction, has been approached thus far.
21. The trader, in this case, United India Insurance, responded to Mr. Satish's attempts at rectification with a steadfast refusal to acknowledge the legitimacy of his claim, citing the previously mentioned reasons of alleged commercial use of the vehicle. The lack of cooperation and resolution efforts from the insurance company further emphasizes the need for external intervention to address the consumer grievance.

EVIDENCES:

1. Copy of the car insurance policy (Policy: 0.1120023119P110516544) issued by United India Insurance, outlining the terms and conditions of coverage during the period from 07.11.2019 to 06.11.2020.
2. Photocopies of bills, cash memos, or receipts highlighting the transaction details, including the amount paid by Mr. Satish as consideration for the insurance coverage.
3. Written communication between Mr. Satish and United India Insurance, showcasing the efforts made by the complainant to seek clarification and resolution for the rejected insurance claim.
4. Legal notice served to United India Insurance, clearly articulating the grievances, demands for compensation, and the need for resolution.
5. Rejection letter from United India Insurance, stating the grounds for denying the insurance claim, specifically the issues of alleged commercial use of the vehicle.

TERRITORIAL JURISDICTION: As the consumer resides in Sonepat, the complaint is being filed in Sonepat District Disputes Redressal Commission.

PECUNIARY JURISDICTION

As the total amount involved is less than Rupees 50 lakhs, the complaint is being

filed with the Hon’ble District Consumer Disputes Redressal Commission.

LIMITATION: That the present complaint is being filed within the period prescribed

under section 69 of the Act, 2019.

COURT FEE: As per Rule 7 of Consumer Protection (Consumer Dispute Redressal

Commission) Rules 2020

PRAYER:

The complainant therefore prays:-

i) relief be granted to the complainant as payment of 8 lakhs which includes the insurance amount of 7 lakhs

ii) litigation expenses of 20000 be provided for the complainant

ii) 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 Satish Kumar, resident of 2501, Sector 9A, Bahadurgarh 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