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

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

IN THE MATTER OF:

Rajeev S/o Shamsher  
H.No 721, Subhash Nagar,   
Sonepat 9874563210

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

Vs.

HDFC ERGO General Insurance Company Ltd SCO 237  
2nd Floor, Sector 12, Karnal

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

COMPLAINT UNDER SECTION 35 of CONSUMER PROTECTION ACT

RESPECTFULLY SHOWETH:

1. The complainant, Mr. Rajeev has been residing at the mentioned address for [Duration], bringing with him a background of [Any Relevant Information].
2. On the other side, HDFC Ergo General Insurance, the opposite party’s business revolves around providing insurance services, including the policy under consideration, to individuals like Mr. Rajeev.
3. The essence of the deal in question involves a car insurance policy (Policy: 2311100300231300000) issued by HDFC Ergo for Mr. Rajeev's Fiat Linea Activa Car (HR 1211 7253) during the period from 13.4.2018 to 12.4.2019. This policy was expected to offer comprehensive coverage for any damages arising from unforeseen accidents during the specified duration.
4. The decision to purchase the insurance policy was influenced by the compelling advertisements disseminated by HDFC Ergo. These advertisements emphasized the broad coverage, efficient claims settlement procedures, and reliable customer service, which successfully attracted Mr. Rajeev to opt for their insurance services.
5. The transaction in question pertains to the car insurance policy (Policy: 2311100300231300000) issued by HDFC Ergo for Mr. Rajeev's Fiat Linea Activa Car (HR 1211 7253). The policy covered the period from 13.4.2018 to 12.4.2019 and was for a sum of 27,99,800.
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 13.4.2018.
8. Mr. Rajeev paid the stipulated 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 car met with an accident on 6.1.2019 in Gohana. An animal suddenly appeared in front of me and the complainant applied brakes when a canter stuck him from behind. Car got unbalanced and hit a tree. He called a crane and they took it to Sahil Motors where he was told that the car is totally damaged.
11. The grievance in this case stems from the unfair trade practices adopted by HDFC Ergo General Insurance in rejecting the insurance claim made by Mr. Rajeev on 22/04/2019.
12. The rejection, based on the grounds of delayed notification and alleged unrelated damages, constitutes a deficiency in the service promised by the insurance company.
13. The rejection implies a failure to fulfill the comprehensive coverage commitment made during the purchase of the insurance policy.
14. This situation falls under misleading advertisements and false representation (Option 1), as the insurance coverage did not function as expected.
15. Such actions create a scenario where the consumer is denied rightful compensation for damages sustained during the policy period.
16. The complainant contends that HDFC Ergo's actions constitute a breach of trust and a violation of fair business practices under the Consumer Protection Act, 2019.
17. In an attempt to rectify the situation, Mr. Rajeev personally visited the HDFC Ergo General Insurance regional office in Karnal, Haryana, seeking clarification on the rejection of his insurance claim.
18. Additionally, he engaged in written communication with the insurance company, providing detailed explanations and presenting evidence to support his claim for compensation.
19. Despite these efforts, there was no positive response from HDFC Ergo, and the irregularities persisted.
20. A legal notice was duly served to HDFC Ergo, outlining the grievances, seeking resolution, and demanding compensation. However, as of the last communication, there has been no reply from the insurance company.
21. No other agency, such as a Civil or Criminal Court of competent jurisdiction, has been approached thus far.
22. The trader, in this case, HDFC Ergo, responded to Mr. Rajeev's attempts at rectification with a steadfast refusal to acknowledge the legitimacy of his claim, citing the previously mentioned reasons of delayed notification and alleged unrelated damages. 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: 2311100300231300000) issued by HDFC Ergo, outlining the terms and conditions of coverage during the period from 13.4.2018 to 12.4.2019.
2. Photocopies of bills, cash memos, or receipts highlighting the transaction details, including the amount paid by Mr. Rajeev as consideration for the insurance coverage.
3. Written communication between Mr. Rajeev and HDFC Ergo, showcasing the efforts made by the complainant to seek clarification and resolution for the rejected insurance claim.
4. Legal notice served to HDFC Ergo, clearly articulating the grievances, demands for compensation, and the need for resolution.
5. Rejection letter from HDFC Ergo, stating the grounds for denying the insurance claim, specifically the issues of delayed notification and alleged unrelated damages.

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 demanded herein by compensation of 30 laksh

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, Rajeev, resident of Subhash Nagar, Sonepat, 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