# 

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

**IN RE: COMPLAINT No. 03 of 2022**

# IN THE MATTER OF:

K. Renu

40 years of age, female

6/308, 4th street, Simala Nagar, Cosmos-25

Renu1888@gmail.com

9234567891…………………………………………………………..COMPLAINANT

## Vs.

Pavilion Insurance Private Limited

Represented by its Manager

12/100, 2nd street

Pavilioninsurance@gmail.com

9456716832……………………………………………..………….OPPOSITE PARTY

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

# RESPECTFULLY SHOWETH:

1. The complainant, K. Renu, aged 40, residing at 6/308, 4th street, Simala Nagar, Cosmos-25. She is a farmer who grows rice in her one-acre field. Besides, she possesses 20 cows and delivers pure cow milk to people residing in Simala Nagar.
2. The opposite party is a well-known and reputed insurance company in the insurance sector, and has branches across the city of Cosmos and in other parts of the country. While the company initially did not provide veterinary insurance, later in 2008, it began offering veterinary insurance as well.
3. On 01/01/2012 (1st January, 2012), the complainant visited the Simala Nagar branch of the opposite party, located in the city of the Cosmos to obtain an insurance policy for her cows. The opposite party immediately agreed, and said that a medical examination of the cows would be conducted at the earliest. On 04/01/2012, three veterinary doctors came to her residence and conducted a medical examination of the cows; two days later, a report was issued according to which the cows did not suffer from any disease/illness, and further the report certified that they were healthy and in good condition. Moreover, the fact that each cow produced 10 L of milk everyday only reinforced the sound health condition of the cows.
4. Later, on 06/01/2022, an insurance policy was issued (Policy No.XXXX XXXX). The sum assured in respect of each cow was Rs 70,000, and the premium to be paid every month for 20 months from February 2022 was Rs 3500. The policy was taken in her name, and she was the beneficiary. The duration of the policy was from 01/02/2022 to 01/02/2050. The condition; however, was that if any of the cows died due to a pre-existing illness covered by the list of specified diseases within six months from the commencement of the policy i.e 01/02/2022, the insurance company would not be liable.
5. On 15/02/2022, unfortunately, one of the cows of the complainant passed away. According to the post-mortem report, the cause of death was ‘Asphyxia associated with Tympanites’. Consequently, on 18/02/2022, the complainant approached the insurance company with her claim. Moreover, she paid the premium for the first month as well. The opposite party; however, repudiated her claim stating that since the demise occurred within six months from the commencement of the policy, the insurance company was not liable.
6. At this juncture, the complainant pointed out that the death was not due to a medical disease/illness, and to buttress her claim, she pointed to the post-mortem report and the report of the medical examination conducted at the behest of the opposite party, but the company refused to allow her claim.
7. Later, on 20/02/2022, the complainant raised a consumer grievance on the portal regarding repudiation of her claim, but she never heard from them after that. Meanwhile, she also visited the branch office a number of times in person, and also sent reminder e-mails (21/02/2022 and 25/02/2022) to the customer care division of the opposite party regarding the status of her claim. The complainant also tried to contact the opposite party using the toll-free number given on the website to voice her concerns regarding the deficiency in the service provided to the complainant, but there was no response from their side.
8. Subsequently, 27/02/2022 (27th February, 2022), the complainant received a call from the customer care division of the opposite party, but the response was not any different from the one given by the manager on the day the complainant approached the insurance company for the first time. The opposite party reiterated that the claim was hit by the exception clause in the policy according to which claims made within the first six months of the commencement of the policy would not be satisfied.
9. The complainant was therefore constrained to send a legal notice on 10/03/2022 (10th March, 2022) whereby the opposite party was advised to comply with the request of the complainant for payment of the insured amount of Rs 70,000, and Rs 25,000 /- as compensation for the mental distress caused and legal expenses incurred by the complainant to avoid initiation of action under the Consumer Protection Act of 2019 on the ground of deficiency in the service rendered to the customer.
10. However, months went by, but the complainant never received any reply to the notice sent on 10/03/2022. Distressed by the indifferent attitude of the opposite party towards the suffering of the complainant, the latter has now approached this hon’ble commission for relief.
11. The complainant, therefore, humbly submits that the present incident is a clear case of violation of the right of the complainant as a consumer to avail quality insurance services for the money paid, and also deficiency in service as described under section 2(11) of the Consumer Protection Act of 2019 thereby meriting remedy under the relevant provisions of the Act.
12. The cause of action arose in the first instance on 06/01/2012 when the complainant purchased the policy, in the second instance, on 15/02/2022 when the cow died, in the third instance, on 18/02/2022, when the complainant made a claim, and finally, on 18/02/2022 when the insurer rejected the claim of the insured.
13. The following documents have been attached as Annexures for the perusal of the hon’ble commission:

* Original insurance policy
* Original receipt of the premium paid for the first month
* Photograph of the cow
* Copies of the e-mail correspondence with the insurer
* Original legal notice sent to the insurer

1. Jurisdiction:

As the value of the consideration is less than 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.

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.

# PRAYER

### The complainant therefore prays: -

1. That the opposite party be directed to pay the insured amount of Rs 70,000, Rs 25, 000 as compensation for the mental distress caused;
2. pay Rs 10,000 for the expenses incurred in pursuing this matter
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

# VERIFICATION

I, K. Renu, aged 40, residing at 6/308, 4th street, Simala Nagar, Cosmos-25, 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