BEFORE THE DISTRICT CONSUMER DISPUTES REDRESSAL FORUM AT POVORIM, NORTH GOA

Consumer Complaint No.\_\_\_\_\_ of 20\_\_\_

BETWEEN

Kunal Sagarkar, H.No. 924/59,

Occupation: Shopkeeper

Shree Navdurga Homes in Woods,

Near Kadamba Depot Porvorim,

Goa - 403501 ...Complainant

V/s

1. The Branch Manager

Star Health& Allied Insurance Co. Ltd

No. 15, Sri Balalji Complex,

1st Floor White Lane,

Royapettah Chennai -600014

2. The Branch Manager

Star Health& Allied Insurance Co. Ltd

S-68,32,34 & 36-C

2nd Floor, Alfran Plaza,

Opp. Don Bosco High School,

Panaji –Goa 403001 ….. Opposite Parties

**COMPLAINT UNDER SECTION 35 OF THE CONSUMER PROTECTION ACT, 2019**

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. Herein the above-named Complainant most respectfully submits as under,
4. That the Complainant had taken Star Health Family Health Optima Insurance Policy No. P/111113/01/2020/027207 from the Opposite Party valid from 12/03/2020 to 11/03/2021 covering himself, spouse and minor daughter.
5. That, on 1st April 2020, the Complainant's wife developed pain and a lump in her right breast for which she had to undergo medical investigations and treatment. All details were duly intimated to the Opposite Party vide claim no. CLI/2021/111113/0167463.
6. Your unilateral silence on the status of the claim and inaction on your part has caused a great amount of distress and anguish. I have to date incurred expenses of Rs. 2,27,321/- (Two Lakh Twenty-Seven Thousand Three Hundred and Twenty-One) towards the treatment of my wife, Mrs. Gauri Sagarkar, and your indecision has caused me immense harassment and financial loss.
7. That the withholding of the insurance claim by the Opposite Party amounts to deficiency in service, unfair trade practice, and breach of policy terms and conditions causing immense harassment and financial loss to the Complainant.
8. That all documents evidence the fact that the breast lump/ailment started only in April 2020 hence the rejection of the claim is untenable and amounts to a deficiency in service.
9. That the Complainant issued a legal notice dated 15th May 2020 to the Opposite party calling upon them to honour the insurance claim of the complainant. However, there was action taken.
10. That the Complainant has suffered immense mental agony and financial loss due to the Opposite Party's arbitrary act of repudiating the lawful insurance claim.

IV] **Cause of Action**;

1. The Cause of Action to file this complaint arose on 1st April 2020 when the Complainant's wife developed pain and a lump in her right breast for which she had to undergo medical investigations and treatment and all details were duly intimated to the Opposite Party the cause of action continued till the day when the legal notice dated 15th May 2020 was issued to the Opposite party calling upon them to reinstate the insurance policy and settle the Complainant's repudiated claim of Rs. Rs. 2,27,321/- (Two Lakh Twenty-Seven Thousand Three Hundred and Twenty-One). However, no action is taken by the Opposite Party.

V]   **Jurisdiction:**

1. The complainant resides within the jurisdiction of this Hon'ble Court, is situated within the jurisdiction of this Hon'ble Court. Hence this Hon'ble Court has got jurisdiction to try and entertain this complaint. The consideration amount in this Complaint is less than Rs.50,00,000/-.

**V] Limitation:**

1. That the present complaint is being filed within a period of two years from the date of cause of action as prescribed under section 69 of the Act, 2019.

VI]  **Court Fees:**

1. 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.

**VII. Prayer**

It is therefore most humbly prayed that setting all the contentions of the Opponents if any an order may kindly be passed against the Opponents in the following terms,

1. Direct the Opposite Party to reinstate the insurance policy and settle the Complainant's repudiated claim of Rs. Rs. 2,27,321/- (Two Lakh Twenty-Seven Thousand Three Hundred and Twenty-One) with interest @ 18% p.a. from the date of repudiation till realization.
2. Direct the Opposite Party to pay Rs. 2,00,000 (Rupees Two Lakh only) to the Complainant as compensation for mental harassment and financial loss caused by the rejection of the valid claim.
3. Direct the Opposite Party to pay Rs. 50,000 (Rupees Fifty Thousand only) to the Complainant as litigation costs incurred due to their deficient service.
4. Pass any other order deemed fit in the interest of justice.

Panaji

Date Advocate for Complainant

**Verification**

Herein I, Kunal Sagarkar, do hereby state on the solemn affirmation that the contents of the above paragraphs are read over and explained to me in my vernacular, and the same are found to be true and correct to the best of my knowledge, belief and information.

**PORVORIM**

**Date Complainant**