BEFORE THE DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION AT PROVORIM

Consumer Case No.\_\_\_\_\_ of 20\_\_

Mr. Anirban Sen

S/o Nirmal Jyothi Sen

Aged 50 years

R/o 512, Maroa Kenny,

Caranzalem, Panjim, Goa ...Complainant

V/s

ICICI Lombard General Insurance Company Ltd.

ICICI Lombard House 414, Balu Marg,

Off. Veer Sawarkar Marg,

Near Siddivinyak temple.

Prabhadevi, Mumbai- 400025 ... Opposite Party

**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 is a resident of Panaji, Goa and the Opposite Party is a general insurance company carrying out the business of selling mediclaim policies.
5. That the Complainant has been a loyal customer of the Opposite Party for the last 10 years continuously renewing Complete Health Insurance Policy for himself and his sister, the present policy being valid from 16/02/2019 to 15/02/2021.
6. That the Opposite Party vide renewal notice dated 16/11/2020, unilaterally and arbitrarily increased the premium for the next 2-year policy term by almost 70% in complete violation of extant IRDAI Circular dated 05/09/2019 restricting any increase only to +/- 5% of existing premium.
7. That despite multiple requests, the Opposite Party failed and neglected to provide clarity regarding the basis of calculation of the illegally revised premium amount in the name of confidentiality thereby indulging in restrictive trade practices.
8. That the Opposite Party has adopted discriminatory pricing policies by offering the same mediclaim policy online to new customers at lower premium compared to existing customers unlike the Complainant herein.
9. That the said illegal, arbitrary and unilateral increase in premium by the Opposite Party amounts to deficiency in service, indulgence in unfair trade practice and restrictive trade practice as per the Consumer Protection Act, 2019.
10. That the Complainant has suffered immense mental agony apart from financial loss due to the grossly illegal act of the Opposite Party.

IV] **Cause of Action**;

1. The Cause of Action to file this complaint first arose on 16/11/2020 when unilaterally and arbitrarily increased the premium for the next 2-year policy term by almost 70% in complete violation of extant IRDAI Circular dated 05/09/2019 restricting any increase only to +/- 5% of existing premium.

V]   **Jurisdiction:**

1. The complainant resides within the jurisdiction of this Hon'ble Court, so also the opponent’s society is situated within the jurisdiction of this Hon'ble Court. Hence this Hon'ble Court has got jurisdiction to try and entertain this complaint.

VI]  **Court Fees:** Requisite Court fee as contemplated is paid on this Complaint.

**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 refund the excess premium of Rs.1,00,000 illegally collected along with interest at 18% p.a.;
2. Award compensation of Rs. 1,00,000/- for the mental agony and harassment caused;
3. Award cost of litigation of Rs. 25,000/- in favour of the Complainant
4. Pass any other order that the Hon'ble Commission may deem fit in the interest of justice, equity, and good conscience.

Panaji

Date Advocate for Complainant

**Verification**

Herein I, Anirban Sen, 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**