**LEGAL NOTICE**

To

Pavilion Insurance Private Limited

Represented by its Manager

12/100, 2nd street, Simala Nagar, Cosmos-89

Subject: Legal notice for refusal of insurance claim

Dear Sir/Maam,

I, Ms. K. Renu, aged 40, residing at 6/308, 4th street, Simala Nagar, Cosmos-25, hereby serve upon you with the following notice:

1. I am a farmer who grows rice in my one-acre field. Besides, I possess 20 cows and deliver pure cow milk to people residing in Simala Nagar.
2. You are a well-known and reputed insurance company in the insurance sector, and have branches across the city of Cosmos and in other parts of the country. While your company initially did not provide veterinary insurance, later in 2008, it began offering veterinary insurance as well.
3. On 01/01/2022 (1st January, 2012), I visited the Simala Nagar branch of yours, located in the city of the Cosmos to obtain an insurance policy for my cows. You immediately agreed, and said that a medical examination of the cows would be conducted at the earliest. On 04/01/2022, three veterinary doctors came to my 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. That later, on 06/01/2022, an insurance policy was issued (Policy No. **AX674527845**). 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 2012 was Rs 3500. The policy was taken in my name, and I 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. That on 15/02/2022, unfortunately, one of the cows passed away. According to the post-mortem report, the cause of death was ‘Asphyxia associated with Tympanites’, Consequently, on 18/02/2022, I approached the insurance company with my claim. Moreover, I paid the premium of Rs 2500/- for the first month as well. However, you repudiated my claim stating that since the demise occurred within six months from the commencement of the policy, you were not liable.
6. That when pointed out by me that the death was not due to a medical disease/illness, you refused to allow my claim. Also, to buttress my claim, I pointed to the post-mortem report and the report of the medical examination conducted at your behest, but to no avail.
7. That on 20/02/2022, I raised a consumer grievance on the portal regarding repudiation of my claim, but I never heard from you after that. Meanwhile, I 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 your customer care division regarding the status of my claim. I also tried to contact you using the toll-free number given on the website to voice my concerns regarding the deficiency in the service provided to me, but there was no response from your side.
8. That subsequently, 27/02/2022 (27th February, 2022), I received a call from the customer care division, but the response was not any different from the one given by the manager on the day I approached you for the first time. You 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. That the present incident is a clear case of violation of my right 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.

I, therefore, request you to pay the insured amount of Rs 70,000, and also pay Rs 25,000 as compensation within 15 days from the date of receipt of this notice failing which I shall be constrained to initiate proceedings under The Consumer Protection Act, 2019 for redressal of my aforesaid grievances and recovery of the aforesaid amount exclusively at your own risk, cost, responsibility and consequences.

Yours faithfully

K. Renu