

AHMEDABAD OMBUDSMAN CENTER

Case No.11-008-0766-12

Mr. Chandrakant Mulchandani V/s.Royal Sundaram Alliance Gen. Ins. Co.

Award dated 1st November 2012

Partial Repudiation of Damage Claim under Private Car Package Policy

A Claim amount of Rs.2,42,000/- was lodged by the Complainant for Repair expense of his insured car accidentally damaged was partially paid for Rs.1,42,193/- as per the assessment of the Surveyor.

As per the IRDA approved Surveyor's report, the engine damage was not due to accident, so the expense for engine could not be payable. Further the same car was repaired before 4 months and claimed for Rs.38,950/-. This is the second claim in the same policy year.

In view of these the Respondent's decision to repudiate the claim partially is right and proper.

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Case No.11-009-0818-12

Ms. Falguni S. Marfatia V/s. Reliance General Insurance Co. Ltd.

Award dated 30th November 2012

Repudiation of Motor OD Claim

Complainant's insured car was accidentally damaged and repair expenses of Rs.17,761/- claimed was repudiated by the Respondent giving reason that at the time of accident, the vehicle was not registered to R.T.O. As per Motor Vehicle Act, without registration, driving the vehicle which leads to an accident and consequent losses is not entertainable.

The accident occurred on 12-03-2011 and vehicle registered on 23-03-2011, so as per policy conditions a valid claim can be applied after 23-03-2011. However Respondent's decision to repudiate the claim is valid and proper.

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Case No.11-002-0800-12

Mr. Jinesh A. Shah V/s. The New India Assurance Co. Ltd.

Award dated 26th December 2012

Non receipt of Own Damage Claim

Complainant's insured car sustained damages due to cyclone or heavy rain and estimated repair expenses for Rs.15,000/-was not paid by the Respondent as per the Surveyor's Report, the owner ship of the subject vehicle in Policy was not transferred hence complainant does not have any insurable interest on the date of accident.

In the result, the complaint fails to succeed.

AHMEDABAD OMBUDSMAN CENTER

Case No.11-005-0929-12

Mr. Mahendra C. Tanna V/s. The Oriental Insurance Co. Ltd.

Award dated 8th January 2013

Partial Repudiation of TTD Claim

Complainant lodged a TTD Claim for Rs.58,399/- (100 days) which was settled by the Respondent for Rs.40,000/- (10 weeks @ 4000/week) on the basis of Panel doctor's recommendation.

There is no documentary evidence to prove the accidental injury so the Forum also denied the claim and complaint dismissed.

AHMEDABAD OMBUDSMAN CENTER

Case No.11-018-1086-12

Mr. Narendra J. Shah V/s. Future Generali India Insurance Co. Ltd.

Award dated 19th February 2013

Non payment of damage claim under Vehicle Insurance Policy

Complainant lodged a damage claim of Rs.8,000/- for accidental damage of his insured vehicle which was not paid by the Respondent giving reason that the insurer granted insurance coverage with 25% NCB on the declaration of insured that he does not have any claim with earlier Insurance Company. But the earlier insurer ICICI Lombard had settled one old claim which was not mentioned in the Proposal Form by the insured.

However claim had been rejected on the basis of concealment of material facts at the time of taking Insurance.

In the result complaint fails to succeed.

AHMEDABAD OMBUDSMAN CENTER

Case No.11-004-0917-12

Mr. Pankaj J. Patel V/s. United India Insurance Co. Ltd.

Award dated 26th Feb.2013

Repudiation of Motor Claim

Complainant's insured Maruti 800 car was stolen on 14-12-2010 and claim lodged was repudiated by the Respondent on the ground that at the time of loss of the vehicle, the Registration Certificate of the vehicle was not valid. R.C. Book showed 1994-2009. Vehicle stolen on 14-12-2010.

As per M.V Act Section 39, the complainant should have a valid registration of the vehicle. On scrutiny of available records, there is no valid ground for claim of stolen vehicle hence complaint disposed.

AHMEDABAD OMBUDSMAN CENTER

Case No.11-003-0971-12

Mr. Ashok R. Rodia V/s. National Insurance Co. Ltd.

Award dated 28th Feb. 2013

Repudiation of Motor Claim

Complainant's insured vehicle was accidentally damaged due to heavy rain and flooded road but the damage claim was repudiated by the Respondent as per policy clause No.4 – failure to take reasonable steps to safeguard his car.

During the Hearing complainant informed that the Surveyor demanded corruption money which refused to give by him so his claim was not recommended by surveyor. The complaint is deemed beyond jurisdiction of this forum hence disposed without any award.

AHMEDABAD OMBUDSMAN CENTER

Case No.11-011-0032-13

Mr. Liladhar H. Sankalpura Vs. Bajaj Allianz General Insurance Co. Ltd.

Award dated 1st March 2013

Repudiation of Motor Claim

Complainant's insured vehicle was accidentally damaged and claim lodged for Rs.2,34,823/- was repudiated by the Respondent giving reason that the Complainant/Driver was not holding valid Driving License at the time of accident so claim is not payable.

Respondent produced a copy of Judgment passed by National Consumer Dispute Redressal Commission in favour of the Insurer for the same reason that the accident occurred between the period of expiry of License and renewal of license.

In view of this, complaint fails to succeed.

AHMEDABAD OMBUDSMAN CENTER

Case No.11-012-0108-13

Mr. Sugatan Kuttappan Vs. ICICI Lombard General Insurance Co. Ltd.

Award dated 1st March 2013

Repudiation of Motor Claim

Complainant has a Private Car Package Policy under his Indigo Car for IDV of Rs.3,80,717/-. Complainant lodged a total loss claim of Rs.4,24,809/- due to burn by way of his journey which was repudiated by the Respondent of misrepresentation of the complainant.

On referring the documents submitted by both parties, the forum also agreed the complaint made false and fraudulent statement to derive insurance benefit under the policy hence complaint dismissed.

AHMEDABAD OMBUDSMAN CENTER

Case No. 11-004-0923-12

Mr. Harcharansingh S. Anand Vs. United India Insurance Co. Ltd.

Award dated 5th March 2013

Repudiation of Motor claim

Theft claim lodged by the Complainant for his insured Motor Cycle Hero Honda Passion which was repudiated by the Respondent on the ground of no insurable interest at the time of theft of the subject vehicle.

The owner of the vehicle was complainant's brother Late S.S. Anand who expired on 13-09-2009 and he had made will in favour of the complainant before his death to deal with all property movable and unmovable.

Since the ownership was not transferred from RTO and Insurance policy to the complainant's name, even the genuine claim could not pay to the complainant so Respondent's decision is upheld and complaint fails to succeed.

AHMEDABAD OMBUDSMAN CENTER

Case No.11-004-0949-12

Mr. Rajesh M. Patoliya Vs. United India Insurance Co. Ltd.

Award dated 18th March 2013

Repudiation of Motor Claim

Complainant's insured Tata Indigo Car was met with an accident and damage claim as total loss for Rs.2,15,000/- lodged was repudiated by the Respondent due to non compliance of required documents vide their repeated reminders.

Complainant failed to prove that the insured vehicle as per the subject policy was the one involved in accidental damage for which his claim was lodged.

In view of this, Respondent's decision is upheld and complaint dismissed.

AHMEDABAD OMBUDSMAN CENTER

Case No.11-008-0092-13

Mrs. Bhavna U. Thakkar Vs. Royal Sundaram Alliance Insurance Co. Ltd.

Award dated 22nd March 2013

Repudiation of Motor Claim

Complainant's insured Car Maruti Alto accidentally damaged somebody from the parking place of the complainant's work area and estimate of loss Rs.14,450/- was not approved by the Respondent giving reason that no police complainant was registered and the damage was not a fresh one, it was previously damaged and still not repaired which is considered as pre-existing.

Respondent proved the previous damages of same car and estimated from same garage, through photo copies available with the Respondent. In view of this, the Respondent's decision to repudiate the damage claim is upheld and complaint dismissed.

AHMEDABAD OMBUDSMAN CENTER

Case no. 11-020-0102-13

Mr.Kishore D. Patel

Date of Award : 29.03.13

Partial Repudiation of Motor claim.

The insured lodged Motor Own damage claim for 2,39,323/- which was partially settled for Rs.2,18,240/- after deducting depreciation etc. The insured defended that his vehicle is covered under zero depreciation hence his claim must be sanctioned for full amount. Upon examination of all available papers, the decision of Respondent is upheld.

Hence the complaint dismissed.

AHMEDABAD OMBUDSMAN CENTER

Case no. 11-020-0102-13

Mr.Kishore D. Patel

Date of Award : 29.03.13

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Hence the complaint dismissed

AHMEDABAD OMBUDSMAN CENTER

Case no. 11-020-0102-13

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Date of Award : 29.03.13

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Hence the complaint dismissed

CHANDIGARH OMBUDSMAN CENTER

CASE NO. GIC/821/REL/14/10

NARENDER Vs. RELIANCE GENERAL INSURANCE Co.

FACTS : A truck was insured for the period 31.08.2007 to 30.08.2008 and it was damaged in an accident, which took place on 11.04.2008. A surveyor deputed by the company assessed the loss on repair basis for Rs. 93,000/-. However, Company made deduction of Rs. 54,000/- on account of damages of a major assembly, being the cause of mechanical break-down and accident, which lead to subsequent loss.

FINDINGS: During hearing Survey-cum-Assessment report of the surveyor and claim documents were submitted, wherein cause of loss read 'land beneath the vehicle gave in, resulting in over-turning of the vehicle'. Under the circumstances, Company's observation regarding mechanical break-down of a major assembly causing accident was considered 'not maintainable' and deduction was held un-justified.

DECISION : The insurance company was asked to consider disallowed assembly and make additional payment after making allowance for ' depreciation and salvage value.'

CHANDIGARH OMBUDSMAN CENTER

CASE NO. GIC/972/NIC/14/10

Nirbhay Singh Vs. National Insurance Co.

FACTS : A vehicle was insured for the period 22.06.2009 to 21.06.2010 on comprehensive basis. Thereafter, it was damaged in an accident on 13.12.2009 and its claim was not paid on the ground of claiming wrong 'No Claim Bonus' rebate in premium.

FINDINGS : The vehicle was insured for the previous period of 22.06.2008 to 21.06.2009 with another insurer. The said insurance was done in the name of vehicle's previous owner and during the currency of the policy insurance was transferred in the name of the purchaser, who had taken renewal insurance from National Insurance Co. on 22.06.2009. However, it was observed that documents provided at the time of renewal insurance clearly confirmed that during the currency of the previous policy period, insurance was transferred in the name of the purchaser.

DECISION : It was held that new owner of the vehicle was not wrong in declaring that he did not prefer any claim under the previous year's policy and since facts regarding transfer of vehicle in the previous policy period were disclosed at the time of insurance, it was insurer who had wrongly allowed 'No Claim Bonus' rebate in premium, for which insured could not be held accountable.

CHANDIGARH OMBUDSMAN CENTER

CASE NO. GIC/975/ REL/14/10

Ram Darshan Vs. Reliance General Insurance Co.

FACTS : A goods-carrying vehicle was insured for the period 15.05.2009 to 14.05.2010. It was badly damaged in an accident on 14.06.2009 and its claim was not paid due to non-submission of certain documents.

FINDINGS: It was observed that a newly-delivered Tata-407 vehicle, which was delivered on 18.05.2009, had been insured for the period 15.05.2009 to 14.05.2010. It met with an accident on 14.06.2009 and for the settlement of vehicle's own damage claim; Company demanded three documents, i. e., Registration Certificate (RC), Fitness Certificate and Rout Permit. While examining the documents it was noted that at the time of accident, i. e., on 14.06.2009, vehicle was plying under Temporary RC, which was valid upto 17.06.2009. Secondly it was found that fitness of the newly delivered vehicle was passed for initial two years and as regards Route Permit it was noted that it was not required because the vehicle's carrying capacity was 2000 kgs, whereas vehicles upto carrying capacity of 3000 kgs were exempted from Route Permit.

DECISION: The claim was held payable and Company's demand for the submission of the particular three documents as a pre-requisite for settling the claim was held unreasonable. Accordingly, an Award was passed for the settlement of the claim on the basis of assessment report of surveyor.

CHANDIGARH OMBUDSMAN CENTER

CASE NO. GIC/954/NIA/11/10

Anupam Sharma Vs. New India Assurance Co.

FACTS : An own damage claim of a car was lodged, which was denied by the Company on the ground of making a false declaration regarding no claim under the previous year's policy and thereby claiming 'No Claim Bonus' rebate in premium.

FINDINGS: During hearing of the case, it was learnt that vehicle was insured for the period 23.08.2008 to 22.08.2009 and a claim lodged under the policy was paid to the insured. The renewal insurance was done by the Dealer for the period 23.08.2009 to 22.08.2010, allowing 'No Claim Bonus' rebate in premium. The Dealer had done the insurance as an Agent of the New India Assurance Co. and had issued the cover-note of the same office of the Company.

DECISION: Since it was a renewal insurance without any break in insurance and on cover-note issued by the Dealer, reference of previous policy no. was made for allowing 'No Claim Bonus' rebate, which ruled-out the possibility of insured's signing any fresh proposal form, it was held that mistake was on the part of Dealer. Hence, Company was asked to settle the claim and make its payment after deducting wrongly allowed 'No Claim Bonus' rebate.

CHANDIGARH OMBUDSMAN CENTER

CASE NO. GIC/961/OIC/11/10

Vinay Walia Vs. Oriental Insurance Co.

FACTS : An own damage claim was lodged under the policy, which was denied on the ground of absence of insurable interest because at the time of accident vehicle was found sold-out to someone, whereas the insurance was still in the name of the previous owner.

FINDINGS: It was noted that policy was issued for the period 07.07.2008 to 06.07.2009 in the name of the previous owner, Shri Sameer Kalra. Subsequently, it was purchased by Mr. Vinay Walia, who applied for the transfer of Registration Certificate (RC) in his name on 14.01.2009. Shri Vinay Walia approached Insurance Company for the transfer of vehicle's insurance in his name on the basis of a 'Chit' issued by the Registration Authority, which, in the absence of transfer of Registration in his name, was denied. Thereafter, vehicle met with an accident on 30.05.2009 and its claim was not entertained on the ground of absence of insurable interest. The claimant, Shri Vinay Walia submitted evidence of extension of RC delivery dates, by one month each, upto 30.09.2009 by the Registration Authority and finally delivery of RC, making transfer effective from 14.01.2009, i. e., date of receipt of application for the transfer of RC.

DECISION: Both the actions of Company, i. e., first denying +transfer of insurance on the basis of 'Chit' issued by Registration Authority , confirming receipt of application for transfer of RC and secondly rejecting claim on the ground of insurance and ownership in different names, was held unjustified. Hence, the Company was asked to settle the claim on the basis of the assessment report of surveyor.

CHANDIGARH OMBUDSMAN CENTER

CASE NO. GIC/156/UII/14/11

Bhajan Singh Vs. United India Insurance Company Ltd.

ORDER DATED: 07.02.2013

Motor

FACTS : A car was insured on comprehensive basis for the period 15.11.2008 to 14.11.2009 and during the currency of policy it met with an accident, however its claim was denied on the ground of claiming wrong 'No claim Bonus (NCB)' rebate in premium.

FINDINGS : During the course of the hearing, complainant had pleaded that insurance of vehicle was done by the same Official of the Company, who incidentally at the time of previous year's policy was posted in Ludhiana and had subsequently been transferred to Amritsar. It was informed that renewal insurance was obtained without any break by Amritsar Office. The representative of the Company had clarified that there was a claim under the previous policy, whereas under the renewed policy NCB in premium was availed, hence under the terms & Conditions of the policy benefits under the 'Own Damage' section were forfeited.

DECISION : It was observed that renewal insurance was done in continuity without obtaining fresh proposal form, wherein 'Declaration' from the insured could be ensured as regards his admissibility for NCB. Also it was noted that Company's Amritsar Office had failed to obtain confirmation from its own Ludhiana Office regarding insured's entitlement for NCB rebate in time, though claim had occurred after 10 months from the commencement of the renewal insurance. Hence, Company was directed to pay claim after adjusting short charged premium.

CHANDIGARH OMBUDSMAN CENTER

CASE NO. GIC/78/NIA/11/11

Pardeep Kumar Vs. New India Assurance Company Ltd.

ORDER DATED: 14.03.2013

Motor

FACTS : A Mahindra Pick-up Van (Goods Carrier) was insured on comprehensive basis for the period 26.11.2008 to 25.11.2009 and during the currency of the policy it was damaged in an accident, but its own damage claim was denied by the Company.

FINDINGS : During the course of the hearing, complainant had pleaded that initially permit for plying the vehicle in Rajasthan was obtained from District Transport Officer, Churu, which was valid upto 31.10.2008. However, since permit was not required the same was not renewed after the expiry of its validity. On the other side, Company's representative had pleaded that claim was repudiated on the ground that Route Permit was not valid on the date of loss.

DECISION : Since Motor Vehicle Act (Section 66) provides that for transport vehicles, with licensed carrying capacity not exceeding 3000 kgs., Route Permit is not required, claim was held maintainable and Company was directed to settle the claim as per the assessment report of Surveyor.

CHANDIGARH OMBUDSMAN CENTER

CASE NO. GIC/132/UII/14/11

Sanjeev Kumar Vs. United India Insurance Company Ltd.

ORDER DATED: 19.03.2013

Motor

FACTS : A Motor Cycle was insured on comprehensive basis for the period 12.11.2007 to 11.11.2008 and during the currency of the policy, on 26.07.2008, it was stolen and despite completing requisite formalities its theft claim was not paid by the Company.

FINDINGS : During the course of the hearing, complainant told that along-with Motor Cycle, its documents, including Registration Certificate' was lost. He further stated that he had provided all the documents asked for by the Company, but the claim was not settled for want of 'Duplicate Registration Certificate' of the Motor Cycle. He apprised that he had made all efforts to obtain 'Duplicate Registration Certificate' from the concerned Registration & Licensing Authority by conveying the specific purpose for which it was required, however the same denied. The Company's representative had explained that submission of 'Duplicate Registration Certificate' was an essential requirement for the purpose of transferring vehicle's registration in Company's name.

DECISION : The claim was held payable because insured was not in a position to provide the required document owing to the refusal of the concerned Authority to issue the same and in the process fact of vehicle's theft had duly been brought in record to ward off of the possibility of its misuse.

DELHI OMBUDSMAN CENTER

Case No.GI/414/Bajaj/11
In the matter of Smt. Santosh Kyumari

Vs

Bajaj Allianz General Insurance Company Ltd.

AWARD DATED 6.11.2012 PARTIAL SETTLEMENT OF MOTOR CLAIM

- 1. This is a complaint filed by Smt. Santosh Kumari (herein after referred to as the complainant) against the decision of Bajaj Allianz General Insurance Company Ltd. (herein after referred to as respondent Insurance Company) relating to partial settlement of motor claim.**
- 2. Complainant stated that her vehicle met with an accident on 02.04.2011 and she has been perusing the claim but her claim was not settled fully. She further submitted that her vehicle bearing registration no. HR 26Z 6385 Honda City met with an accident. She informed the insurance company and submitted all requisite documents for settlement of the claim. She has come to this forum with a request to settle the claim fully. During the course of hearing, it was further pleaded that company had settled the claim partially. During the course of accident, the vehicle was thrown out of the bridge. This vehicle was insured for sum of Rs. 2,50,000 but the company had settled the claim for an amount of Rs. 2,35,000 and thus she is entitled to further relief of Rs. 15,000.**
- 3. Representative of the company stated that claim was settled as per terms and conditions and also as per consent given by the insured.**
- 4. I have considered the submissions of the complainant as well as of the representative of the company. After due consideration of the matter, I hold that when the insured had suffered a total loss, she needs to be compensated by making payment of IDV but her claim was settled only by making payment of Rs. 2,35,000. In my considered view insured needs to be further compensated by making payment of Rs. 15,000. Accordingly an Award is passed with the direction to the insurance company to make further payment of Rs. 15,000.**
- 5. The Award shall be implemented within 30 days of receipt of the same. The compliance of the same shall be intimated to my office for information and record.**
- 6. Copies of the Award to both the parties.**

DELHI OMBUDSMAN CENTER

Case No.GI/430/Shri Ram/11
In the matter of Sh. Rajpal Singh

Vs

Shri Ram General Insurance Company Ltd.

AWARD DATED 7.11.2012 NON SETTLEMENT OF MOTOR THEFT CLAIM

- 1. This is a complaint filed by Sh. Rajpal Singh (herein after referred to as the complainant) against the decision of Shri Ram General Insurance Company Ltd. (herein after referred to as respondent Insurance Company) relating to motor theft claim.**
- 2. Complainant stated in his complaint that his bike was taken forcibly by some unknown persons. He filed the claim with insurance company which was repudiated by the company. During the course of hearing, complainant pleaded that his bike was forcibly taken by the miscreants and thus he had suffered the total loss, since his motor bike was insured. Company was under obligation to pay the IDV of the vehicle.**
- 3. Representative of the company pleaded that claim is not payable due to negligence on the part of the insured. Company had filed written reply dated 27.01.2012 wherein, it has been mentioned that theft claim was reported to the company on 11.07.2011 under policy no. 101006/31/11/008777. Company had repudiated the claim due to gross negligence on the part of policy holder.**
- 4. I have considered the submissions of the complainant as well as of the representative of the company. I have also perused the reply of the company which is placed on record. I have also gone through the news paper cutting of the date of accident. After due consideration of the matter, I hold that claim is payable because insured had suffered a total loss due to the fact that his insured vehicle was taken away forcibly by un known persons and that remained un traced. Such incident took place during the currency of the policy. Accordingly an Award is passed with the direction to the insurance company to make the payment of Rs. 38,806 (38,856 -50).**
- 5. The Award shall be implemented within 30 days of receipt of the same. The compliance of the same shall be intimated to my office for information and record.**
- 6. Copies of the Award to both the parties.**

DELHI OMBUDSMAN CENTER

Case No.GI/431/IFFCO TOKIO/11

In the matter of Sh. Puneet Sood

Vs IFFCO TOKIO General Insurance Company Ltd.

AWARD DATED 7.11.2012 PARTIAL SETTLEMENT OF MOTOR CLAIM

- 1. This is a complaint filed by Sh. Puneet Sood (herein after referred to as the complainant) against the decision of IFFCO TOKIO General Insurance Company Ltd. (herein after referred to as respondent Insurance Company) relating to partial settlement of motor claim.**
- 2. Complainant stated that company was paying only a sum of Rs. 12,000 as against his claim of Rs. 58,000. He further submitted that he got his car with registration no. HR 26 AS 4935 insured through IFFCO TOKIO on 27.01.2011. On 16.09.2011, his vehicle engine got ceased in heavy rains while he was driving through a water logged road at Charmwod Village, Faridabab. As he was crossing, a speeding car from opposite direction propelled a huge wave of water which hit his car and covered it with water up to bonnet. The car immediately stopped and he got the car pushed to be parked on the side with help of three other people. He also observed that the wind screen was cracked due to a stone hit the wind screen with the wave of water. He immediately contacted Maruti help line and got location of the nearest authorized service station. The car was towed to seven hill at Okhla and he simultaneously informed the insurance company. The car was inspected in front of the company deputed surveyor Mr. M.K. Agarwal who clicked various pictures. An initial estimate of INR 17,500 was provided by the service station for flushing of the engine as the extent of damage was not known at that point of time. He was further informed that engine would be required to be opened for repairing the vehicle. Service station also informed the company about this. Company had approved the claim for Rs. 12,500. He has come to this forum with request to get his claim settled. Complainant did not attend the hearing.**
- 3. Representative of the company pleaded that insured tried to start the vehicle when it stopped due to entry of water in the engine. The damage was caused to it. Water entered remote to the engine and the claim was settled as per policy and further claim is not payable. Company also filed written reply dated 02.02.2012 wherein it has been stated that as per policy accidental damage is payable. A small stone got dashed with the front glass of the car resulting the wind screen getting cracked. The company had paid for the wind screen. It was further mentioned that water on the bonnet could not damage engine. Engine could not be impacted by merely coming in contact with water**

and the damaged to engine can only be attributed to mechanical failure to start/run engine when it is still in contact with water. Company is liable only to the extent of damage to the wind screen and replacement of engine oil, oil filter and flashing of water and interior cleaning amounting to Rs. 12,078.

- 4. I have considered the submissions of the complainant as well as of the representative of the company. I have also perused the written reply of the company and also other papers placed on record. After due consideration of the matter, I hold that company was not justified in partially settling the claim because entire damage which was caused to the insured vehicle was accidentally damaged. Therefore, company is liable to compensate for the entire damage caused to the vehicle due to the accident under the circumstances mentioned by the complainant in the complaint. In my view complainant needs to be further compensated. Accordingly an Award is passed with the direction to the insurance company to make payment of Rs. 36864 subject to deduction of an amount already paid.**
- 5. The Award shall be implemented within 30 days of receipt of the same. The compliance of the same shall be intimated to my office for information and record.**
- 6. Copies of the Award to both the parties.**

DELHI OMBUDSMAN CENTER

Case No.GI/400/RGI/11

In the matter of Sh. Vishal Walia

Vs Reliance General Insurance Company Ltd.

AWARD DATED 16.11.2012 REPUDIATION OF MOTOR CLAIM,

- 1. This is a complaint filed by Sh. Vishal Walia (herein after referred to as the complainant) against the decision of Reliance General Insurance Company Ltd. (herein after referred to as respondent Insurance Company) relating to repudiation of motorclaim.**
- 2. Complainant stated that he insured his car bearing registration on DL3CS 8086 from Reliance General Insurance Company Ltd. vide policy no. 2004702311009882. This vehicle got damaged due to fire on 10.05.2011 but the insurance company had not settled the claim. The company had rejected the claim. He also approached the GRO of the company but the claim is still pending. He further submitted that the matter was duly informed to the police and police persons reached at the site of the accident. He also informed the fire brigade. The matter was also published in the news paper. He further stated that vehicle got fully burnt due to fire and the matter was brought into the notice of the insurance company. The insurance company appointed Sh. D.K. Singh surveyor for spot verification of the vehicle. Surveyor inspected the vehicle on the spot. The vehicle was shifted to the work shop and inspection was made again by sh. D.K. Singh. The vehicle was not repairable and hence the surveyor assessed the loss on total loss basis. He further submitted that he had submitted all requisite documents to the insurance company to enable it to settle the claim but the claim was not settled so far. He has come to this forum with a request to get his claim settled.**
- 3. Representative of the company was required to state the reasons for not settling the claim so far but he did not respond to this quarry.**
- 4. I have considered the submissions of the complainant as well as of the representative of the company. I have also perused the letter dated 01.11.2011 written by the company to the insured and desiring compliance to this letter. After due consideration of the matter, I hold that company was not justified in not settling the claim so far because insured suffered a total loss due to fire in the vehicle and due to fire, the vehicle got completely burnt. Complainant had complied with all the requirements of the company to enable it to settle the claim. Complainant duly informed the insurance company and also the police about the fire in the vehicle. Company's surveyor inspected the vehicle on spot.**

Matter was also investigated and the incident of fire in the vehicle was reported in the news paper. Fire Brigade also reached at the site of the incident. Thus in my considered view insured suffered a total loss due to burning of the vehicle and vehicle was insured. Accordingly in my considered view claim was payable and the company was not justified in not settling the claim so far. Thus an Award is passed with the direction to the insurance company to make the payment of Rs. 5,84,000 (IDV 6,00,000 – Saleable value of damage vehicle of Rs. 15000 – Compulsory access Rs. 1000).

- 5. The Award shall be implemented within 30 days of receipt of the same. The compliance of the same shall be intimated to my office for information and record.**
- 6. Copies of the Award to both the parties.**

DELHI OMBUDSMAN CENTER

Case No.GI/359/ICICI Lomb./11
In the matter of Sh. Narender Bhardwaj

Vs

ICICI Lombard General Insurance Company Ltd.

AWARD DATED 20.11.2012 REPUDIATION OF MOTOR CLAIM

- 1. This is a complaint filed by Sh. Narender Bhardwaj (herein after referred to as the complainant) against the decision of ICICI Lombard General Insurance Company Ltd. (herein after referred to as respondent Insurance Company) relating to repudiation of motor claim.**
- 2. Complainant stated that the vehicle with registration no. HR63A 9680 was insured by M/s ICICI Lombard General Insurance Company Ltd. vide policy no. 3003/55011119/01/000 valid from 14.09.2009 to 13.09.2010. This vehicle was burnt in Himachal Pradesh and he lodged the claim with the insurance company claim no. being MOTO 1688664. Company delayed the settlement of the claim. He pursued the matter, relentlessly. Ultimately, the claim was rejected. During the course of hearing, it was pleaded by the complainant that claim was payable but it was denied by the insurance company.**
- 3. Representative of the company pleaded that claim was not payable because damage was caused due to mechanical failure. Company also filed written reply dated 19.12.2011 wherein, it has been mentioned that insured vehicle met with an accident on August 11,2010 and thereafter, claim was lodged with the insurance company. Matter was investigated by the insurance company and on investigation it was found that cause of the fire was mechanical failure of Tarbo Charger. Policy schedule specifically provides that company shall not be liable in case of mechanical or electrical break down.**
- 4. I have considered the submissions of the complainant as well as of the representative of the company. I have also perused the written reply of the company as well as investigation report dated 30.09.2010. After due consideration of the matter, I hold that company was not justified in repudiating the claim because insured had suffered a total loss due to fire and the vehicle got burnt and the cause of fire. While the vehicle was on its way from Salon down ward vehicle caught fire in the vehicle could not have been ascertained because when inspection was done, the vehicle was totally burnt. The net result was that due to incident of fire and burning of vehicle, the insured suffered a total**

loss and the vehicle was insured and loss occurred during currency of the policy. Accordingly it is held that claim is payable. Thus an Award is passed with the direction to the insurance company to make the payment of Rs. 17 lacs – Excess of Rs. 1500 – Scrap value to be decided by the licensed surveyor.

- 5. The Award shall be implemented within 30 days of receipt of the same. The compliance of the same shall be intimated to my office for information and record.**
- 6. Copies of the Award to both the parties.**

DELHI OMBUDSMAN CENTER

Case No.GI/389/RGI/11
In the matter of Sh. Deepak Kukreja

Vs

Reliance General Insurance Company Ltd.

AWARD DATED 20.11.2012 REPUDIATION OF MOTOR CLAIM

- 1. This is a complaint filed by Sh. Deepak Kukreja (herein after referred to as the complainant) against the decision of Reliance General Insurance Company Ltd. (herein after referred to as respondent Insurance Company) relating to repudiation of motor claim.**
- 2. Complainant stated that his vehicle was insured by Reliance General Insurance Company Ltd. vide policy bearing no. 130570231105608. Vehicle met with an accident. Approved surveyor inspected the vehicle on the spot. He was informed that the claim would not be payable. He had approached the CMD of the company. Thereafter, the surveyor requested him to start the repair of the vehicle. He had got the vehicle repaired in the local work shop of Saleem motors and then called the company and Mr. Aggarwal to review the vehicle. He further submitted that it was not his mistake that he got the vehicle repaired. Company had taken the photos at the time of loss. He had given the number of reminders to the company but his claim is still pending. During the course of hearing, it was pleaded by the complainant that vehicle met with an accident and got damaged. He spent about Rs. 30,000 on its repairs but he was offered only a sum of Rs. 4195 which he did not accept. He demands full payment of the repairs.**
- 3. Representative of the company pleaded that he needed time to prepare the case. On the last day of hearing, representative of the company was required to get the vehicle re-inspected which was already repaired and to file assessment report by the surveyor within the specific time which was not filed. Vide letter dated 13.07.2011, company had informed the insured that the damages to the vehicle are not matching with the cause and nature of the loss mentioned in the claim form, damages were old in nature. However, the surveyor in his technical wisdom allowed the damage which could possibly be fresh and assessed the loss at Rs. 4195. The insured had submitted the repair bills of Saleem Motors, Lajpat Nagar. On verification such bills were found fake and false because Saleem Motor does not sell spare parts and he is not authorized to raise the bill and due to this reason claim was repudiated.**

- 4. I have considered the submissions of the complainant as well as of the representative of the company. I have also perused company's letter dated 13.10.2011 and surveyor report dated 11.05.2011. After due consideration of the matter, I hold that company is liable only to the extent of loss assessed by the surveyor at Rs. 4195. Accordingly an Award is passed with the direction to the insurance company to make the payment of Rs. 4195.**
- 5. The Award shall be implemented within 30 days of receipt of the same. The compliance of the same shall be intimated to my office for information and record.**
- 6. Copies of the Award to both the parties.**

DELHI OMBUDSMAN CENTER

Case No.GI/394/ICICI Lombard/11

In the matter of Sh. Yogesh Kumar .

Vs

ICICI Lombard Gen. Ins. Co. Ltd.

AWARD DATED 5.11.2012 NON SETTLEMENT OF MOTOR CLAIM

This is a complaint filed by Sh. Yogesh Kumar (hereinafter referred to as the complainant) against ICICI Lombard Gen. Co. Ltd. (hereinafter referred to as respondent insurance company) relating to non-settlement of motorclaim.

Complainant submitted that he had purchased Tata Sumo Grande Turbo LX bearing no. HR-55-KT-3176 in March,2010 to be plied as Taxi for his self employment. He had taken insurance for this vehicle for the period 05..3.2010 to 04.03.2011 from ICICI Lombard Gen. Ins. Co. Ltd. Thus vehicle was stolen on 08.07.2010. Complaint was lodged with the police and also lodged FIR bearing no. 246/2010 dated 09.07.2010 he also informed the insurance company about the theft of the vehicle however, the insurance company rejected the claim. He further submitted that he had duly informed the insurance company when the vehicle was purchased by him to ply it as a taxi and company had given him a comprehensive insurance policy. Company had rejected the claim without any justification what so ever. He has come to this forum with a request to direct the insurance company to settle the claim and make the payment. During the course of hearing complainant submitted that company had paid the IDV and settled the claim late and he needs to be paid panel interest for late settlement of the claim.

Representative of the company pleaded that the claim was already settled and company had paid a sum of Rs.5,74,070 vide cheque bearing no.291912 dated 19.04.2012.

I have very carefully considered the submissions of the complainant as well as of the representative of the company. I have also perused the repudiation letter of

the company dated 15.04.2011 and also subsequent letter dated 25.06.2012. After due consideration of matter, I hold that company had taken inordinate time in settling the claim. Company had taken considerable time not only in rejecting the claim but also in subsequently settling the claim. If the claim was settled by the company after rejecting, it meant that claim was payable from the very beginning. There was no default on the part of the insured in submissions of the claim. He had made full compliance in getting the claim settled by the insurance company. It had intimated the loss and had duly informed the theft to the police and lodged the FIR. In my considered view company is under obligations to pay panel interest to the insured for late settlement of the claim. Company had already made the payment of IDV to the insured. Complainant further needs to be given panel interest by the insurance company for late settlement of the claim. Accordingly an Award is passed with the direction to the insurance company to pay to the insured panel interest at the rate of 9% from the date 01.01.2011 to the date of release of the payment.

The award shall be implemented within 30 days of receipt of the same. The compliance of the award shall be intimated to my office for information & record.

Copies of the Award to both the parties.

DELHI OMBUDSMAN CENTER

Case No.GI/433/OIC/11

In the matter of Sh. Rahul Bhardwaj.

Vs

Oriental Ins. Co. Ltd.

AWARD DATED 5.11.2012: NON SETTLEMENT OF MOTOR THEFT CLAIM

- 1. This is a complaint filed by Sh. Rahul Bhardwaj (hereinafter referred to as the complainant) against Oriental Ins. Co. Ltd. (hereinafter referred to as respondent insurance company) relating to motor theft claim.**
- 2. Complainant submitted that his Motor Bike bearing registration no.DL6 SAF6314 was stolen on 05.12.2010 from in front of his house 7/45 old Rajender Nagar, Delhi. He informed the Rajender Nagar Police Station about the theft of the Motor Bike and FIR was lodged by him on 08.12.2010. However, there was the delay of 106 days informing to the insurance company. He had explained the delay in intimating to the insurance company. The delay according to the complainant in intimating the fact to the insurance company was his father was seriously ill and his father was operated. He requested the company to condone the delay of late intimation. He has requested this forum to get his claim settled.**
- 3. Representative of the company pleaded that claim is not payable.**
- 4. I have considered the submissions of the complainant as well as of the representative of the company. I have also perused the repudiation letter to dated 27.09.2011 where by the claim was rejected only on the sole ground of late intimation of the loss. After due consideration of the matter I hold that company was not justified in rejecting the claim only on the ground that company was intimated late about the loss suffered by the insured. But it's worth considering that the insured had intimated the theft to the police immediately after the bike was stolen. In my considered view claim is payable because insured had suffered total loss as his Motor Bike which was insured by the insurance company was stolen and remained untraced. Accordingly an Award is passed with the direction to the insurance company to make payment of Rs.71,190 ((71, 240-50).**

- 5. The award shall be implemented within 30 days of receipt of the same. The compliance of the award shall be intimated to my office for information & record.**
- 6. Copies of the Award to both the parties.**

DELHI OMBUDSMAN CENTER

Case No.GI/455/RGI/11

In the matter of Sh. Sukhdeep Singh

Vs

Reliance General Insurance Company Ltd.

AWARD DATED 21.12.2012 NON SETTLEMENT OF MOTOR CLAIM

- 1. This is a complaint filed by Sh. Sukhdeep Singh (herein after referred to as the complainant) against the decision of Reliance General Insurance Company Ltd. (herein after referred to as respondent Insurance Company) relating to non settlement of motor accident claim.**
- 2. Complainant stated that insurance company did not settle the claim. He further stated that his insured truck met with an accident 2 times. He submitted all requisite documents relating to both the claims to the insurance company but insurance company did not settle the claims so far. Spot survey was conducted by the surveyor of the company on both the occasions.**
- 3. Representative of the company pleaded that claims could not be settled due to non receipt of requisite documents such as FIR. During the course of hearing, surveyor reports relating to both the accidents were received from the representative of the company wherein, assessment of damage due to accident was worked out by the surveyor. As per reports of the surveyor loss was assessed at Rs. 1,03,800 and Rs. 53,000 on account of accident on both the occasions. Thus total loss of Rs. 1,56,800 was worked out by the surveyor due to damages caused to the vehicle due to both accidents occasions.**
- 4. I have considered the submissions of the complainant as well as of the representative of the company. I have also perused the surveyor reports relating to accident on both the occasions. After due consideration of the matter, I hold that insurance company was not justified in not settling the claim despite the submissions of all the requisite documents by the insured. I find that claims are payable. Accordingly an Award is passed with the direction to the insurance company to make the payment of assessed loss of Rs. 1,56,800 along with the penal interest w.e.f. 60 days after the submission of second claim.**
- 5. The Award shall be implemented within 30 days of receipt of the same. The compliance of the same shall be intimated to my office for information and record.**

DELHI OMBUDSMAN CENTER

Case No.GI/517/UII/11
In the matter of Sh. Prem Kumar
Vs United India Insurance Company Ltd.

AWARD DATED 27.12.2012 REPUDIATION OF MOTOR CLAIM

- 1. This is a complaint filed by Sh. Prem Kumar (herein after referred to as the complainant) against the decision of United India Insurance Company Ltd. (herein after referred to as respondent Insurance Company) relating to repudiation of motorclaim.**
- 2. Complainant stated that he had sent his representation to the GRO of the company but he did not receive any reply. It was further submitted by him that his vehicle with registration no. UP86B9994 was covered vide policy no. 221900/31/09/01/00006255. The vehicle was stolen in the night of 12-13 May, 2010. When he came to know that vehicle was stolen, he immediately called no. 100 and informed the police about the theft. On the basis of PCR call, the concerned police station lodged DD no. 15A on 13.5.2010 and did not provide him computerized FIR on the same day. He also intimated the company 15.05.1201 for registering his claim. In the month of September 2010, police finally lodged his FIR after much persuasion on the basis of his DD entry. After receipt of the FIR, he immediately submitted a copy of FIR to the company. Company appointed the investigator to investigate the theft and provided all necessary documents to the investigator as were desired by him. During the course of hearing also, he repeated the same thing. He submitted all requisite documents to the insurance company for settlement of the claim but the claim was repudiated by the insurance company.**
- 3. Representative of the company stated that claim was not payable due to non compliance of condition no. 1 and 4.**
- 4. I have considered the submissions of the complainant as well as of the representative of the company. I have very carefully perused the repudiation letter dated 11.08.2011 and also case summary dated 01.02.2011. After due consideration of the matter, I hold that company was not justified in repudiating the claim because insured had suffered a total loss due to theft of the insured vehicle during the currency of the policy, and the same remained untraced. The complainant had submitted all requisite documents for settlement of the claim. The insured appears to have taken all reasonable care to save guard the vehicle. Immediately after theft, complainant informed the police on 100**

number and also informed the insurance company. Complainant had timely intimated the insurance company about the theft of the vehicle which was taken due note by the Divisional office of the insurance company. In my considered view, claim was payable and the same was denied without proper justification. Accordingly an Award is passed with the direction to the insurance company to make the payment of Rs. 2,99,000 (3,00,000 – 1000).

- 5. The Award shall be implemented within 30 days of receipt of the same. The compliance of the same shall be intimated to my office for information and record.**
- 6. Copies of the Award to both the parties.**

DELHI OMBUDSMAN CENTER

In the matter of Sh. Mukesh Bhatia.

Vs

ICICI Lombard Gen. Ins. Co. Ltd.

AWARD DATED 20.12.2012 DELAY IN SETTLEMENT OF MOTOR THEFT CL.

1This is a complaint filed by Sh. Mukesh Bhatia (hereinafter referred to as the complainant) against ICICI Lombard Gen. Ins. Co. Ltd. (hereinafter referred to as respondent insurance company) relating to Motorclaim.

2Complainant submitted that his vehicle with registration no. DL1329 was stolen from Noida on 15.04.2011. Complainant had submitted requisite documents and complied with all the formalities relating to settlement of the claim but the claim was not settled till date. He has come to this forum with a request to get his claim settled.

3Representative of the company stated that company repudiated the claim. Company also filed written reply dated 16.10.2012 wherein it was mentioned that complainant had taken a motor insurance policy bearing no.3001/61747071/00/000 for the period from Nov/07/2010 to Nov/06/2011. Insured vehicle was stolen on 15.04.2011 and claim was intimated to the company on 25.04.2011 after unreasonable delay of 10 days. Police was intimated on 19.04.2011 after 4 days. It was further mentioned in the reply that claim was not payable.

4I have considered the submissions of the complainant as well as of the representative of the company. I have also perused the detailed reply given by the insurance company which is placed on record which also give the reasons for not allowing the claim. After due consideration of matter, I hold that company was not justified in repudiating the claim because insured had suffered total loss as his insured vehicle was stolen during the currency of the policy. The insured reasonably complied with the requirements for settlements of the claim therefore claim is payable. Accordingly an Award is passed with the direction to the insurance company to make payment of Rs.2,30,928 (2,31,428-500).

5The award shall be implemented within 30 days of receipt of the same. The compliance of the award shall be intimated to my office for information & record.

6Copies of the Award to both the parties.

DELHI OMBUDSMAN CENTER

Case No.GI/543/OIC/11
In the matter of Sh. Ashok Saxena

Vs
Oriental Insurance Company Ltd.

AWARD DATED 11.1.2013 NON SETTLEMENT OF MOTOR THEFT CLAIM

1. This is a complaint filed by Sh. Ashok Saxena (herein after referred to as the complainant) against the decision of Oriental Insurance Company Ltd. (herein after referred to as respondent Insurance Company) relating to non settlement of motor theft claim.
2. Complainant stated that his bike bearing registration no. DL7SAZ6004 was stolen on 06.01.2011. He informed the police then and there but due to illness of his son, he could not inform company immediately. He has submitted all requisite documents to enable the company to settle the claim. However, company did not settle the claim and company had expressed its desire to settle the claim on sub standard basis but he was not interested in such type of settlement. He had also sent his representation but he did not get any reply. He has come to this forum with a request to settle his claim at an early date. During the course of hearing, almost the same submissions were made as were made in the written complaint.
3. Representative of the company pleaded that claim was not payable due to late intimation. Company also filed written reply dated 19.04.2012 wherein, it was stated that motorcycle bearing registration no. DL7SAZ6004 was stolen on 06.01.2011. Intimation was given to the police station on 08.01.2011 and company was informed on 22.01.2011.
4. I have considered the submissions of the complainant as well as of the representative of the company. I have also perused the written reply of the company which is placed on record. After due consideration of the matter, I hold that company was not justified in stating that claim was not payable because insured had suffered a total loss during the currency of the policy. In my considered view claim is payable. Accordingly an Award is passed with the direction to the insurance company to make the payment of Rs. 29950 (30,000 – 50).

- 5. The Award shall be implemented within 30 days of receipt of the same. The compliance of the same shall be intimated to my office for information and record.**
- 6. Copies of the Award to both the parties.**

DELHI OMBUDSMAN CENTER

Case No.GI/555/NIC/11

In the matter of Sh. Surender Kumar Batra.

Vs

National Ins. Co. Ltd.

AWARD DATED 10.1.2013 NON SETTLEMENT OF MOTOR THEFT CLAIM

- 1. This is a complaint filed by Sh. Surender Kumar Batra. (hereinafter referred to as the complainant) against National Ins. Co. Ltd. (hereinafter referred to as respondent insurance company) relating to Motor theft claim.**
- 2. Complainant submitted that his car Tata Indica Silver color with registration no. DL-8C-M-6453 which was insured with National Insurance Co. Ltd. was stolen on 02.01.2011 from outside the City Centre Mall near Rohini, west Metro station between 3.00 to 4.00 p.m when he had gone to buy some home need items. The theft was immediately reported to the police and the FIR no. 3 S.R no. 12, Book no. 48 was registered at police station Prashant Vihar. The claim was lodged immediately and the surveyor Sh. Pratap Singh came to take sight photographs. And untraced report dated 28.11.2011 was submitted to the surveyor. Pratap Singh was clearly informed verbally as well as in written that one of the keys of set of three keys was misplaced. He had submitted all requisite documents for settlement of the claim but he was shocked to know that his claim was repudiated on grounds of fraud, committed by submitting 3rd key which does not have the same teeth. He informed the insurance company that he submitted the key as a good will gesture and to meet the requirements. He also gave reasons for mismatch of the key. He submitted that perhaps due to inadvertence, he had given the key of the car of his son. During the course of hearing, it complainant pleaded that claim was payable but company had denied it. He had submitted all requisite documents which were needed for settlement of the claim.**
- 3. Representative of the company pleaded that claim was not payable.**
- 4. I have considered the submissions of the complainant as well as of the representative of the company. I have also perused the repudiation letter. After due consideration of matter, I hold that company was not justified in repudiating the claim because such repudiation was on unjustified ground. Complainant had duly explained the reasons for mismatch of the 3rd key. Complainant had suffered the total loss as his insured vehicle**

was stolen during the currency of the policy which remained untraced. He had fulfilled all requirements of the company for settlement of the claim. In my considered view claim was payable and company ought to allowed the same. Accordingly an Award is passed with the direction to the insurance company to make payment of Rs.2, 50,000 less access as applicable subject to completion of all formalities relating to theft case.

- 5. The award shall be implemented within 30 days of receipt of the same. The compliance of the award shall be intimated to my office for information & record.**
- 6. Copies of the Award to both the parties.**

DELHI OMBUDSMAN CENTER

Case No.GI/318/UII/12

In the matter of Sh. Harish Bhargava

Vs

United India Insurance Company Ltd.

AWARD DATED 19.2.2013 NON SETTLEMENT OF MOTOR CLAIM

- 1. This is a complaint filed by Sh. Harish Bhargava (herein after referred to as the complainant) against the decision of United India Insurance Company Ltd. (herein after referred to as respondent Insurance Company) relating to settlement of motor claim.**
- 2. Complainant stated that his car Ford Ikon with registration bearing no. RJ 14 CC 6705 got damaged in an accident on September 17, 2010. He applied for the claim of Rs. 60,000 approximately in December 2010. Surveyor of the company inspected the car but the company had reimbursed only a sum of Rs. 19,500. He made his representation to the GRO of the company but he did not get any reply. He has come to this forum with a request to get his claim settled properly. During the course of hearing also it was pleaded that claim was not settled correctly. He incurred an expenditure of Rs. 60,000 on account of vehicle which met with an accident in 2010 but he was paid only a sum of Rs. 19,300.**
- 3. Representative of the company pleaded that claim was settled for loss assessed by the surveyor of the company. Company deputed the surveyor who filed his report and assessed loss. Company also filed written reply dated 22.01.2013 wherein, it was mentioned that on the basis of surveyor report claim was settled for an amount of Rs. 19,300 after getting full and final voucher duly signed by the insured. Claim was paid vide cheque 7511 dated 20.01.2011 for an amount of Rs. 19,300.**
- 4. I have considered the submissions of the complainant as well as of the representative of the company. I have also perused the written reply of the company dated 22.01.2013 which is placed on record. I have also perused the surveyor report. After due consideration of the matter, I hold that claim was not properly settled by the insurance company as surveyor had not allowed certain parts which should have been allowed. Repair was not also adequately allowed thus assessment of loss as done by the surveyor needs reasonable modification which entitled the insured to be further compensated. Accordingly an Award is passed with the direction to the insurance company to make the further payment of Rs. 11825.**

- 5. The Award shall be implemented within 30 days of receipt of the same. The compliance of the same shall be intimated to my office for information and record.**

- 6. Copies of the Award to both the parties.**

DELHI OMBUDSMAN CENTER

Case No.GI/179/UII/12

In the matter of Sh. Tariq Khan Vs

United India Insurance Company Ltd.

AWARD DATED 19.2.2013 INADEQUATE SETTLEMENT OF MOTOR THEFT CLAIM

1. This is a complaint filed by Sh. Tariq Khan (herein after referred to as the complainant) against the decision of United India Insurance Company Ltd. (herein after referred to as respondent Insurance Company) relating to Inadequate settlement of motor theft claim.
2. Complainant stated that he had purchased a car bearing registration no. RJ-19-CA-9077 from Sh. Mohd. Sadiq & Sons and Sh. Mohd. Sadiq & Sons had purchased the insurance of the car from Bajaj Allianz General Insurance Company Ltd. last year valid from 10.03.2009 to 09.03.2010. This policy was subsequently renewed with United India Insurance Company Ltd. vide policy no. 141304/31/091/01/8387. The insurance company holds the view now that the policy issued by Bajaj Allianz, Jaipur was fake. Complainant submits that it does not affect him because he was not related to that policy issued by the Bajaj Allianz General Insurance Company Ltd. He purchased the car from Mohd. Sadiq & Sons on 18.03.2010 and the same was transferred by United India Insurance Company Ltd. vide endorsement no. 140604/31/10/01/82000225 after getting it survey by its engineer and NCB was also recovered. The fact remains that he purchased the car along with insurance policy issued by United India Insurance Company Ltd. The car was also transferred to his name, proposal was also given to him by the insurance company. Thus there was no insurable interest in favour of M/s. Mohd. Sadiq & Sons at the time of claim. The company was unnecessarily referring to the policy issued by Bajaj Allianz Insurance Company Ltd. The vehicle was stolen on 06.10.2010 and he immediately informed the police for taking necessary action. He also approached to GRO of the company. Company was not justified in repudiating the claim. During the course of hearing, also it was pleaded on behalf of the complainant that claim was payable but company had denied it. Vehicle was stolen during the currency of the policy.
3. Representative of the company pleaded that claim was not payable because of filing fake insurance policy allegedly issued by Bajaj Allianz Insurance Company. That is to say, insurance policy issued by Bajaj Allianz insurance company before the vehicle under reference was insured by the present insurer was fake.
4. I have considered the submissions of the complainant as well as of the representative of the company. I have also perused the written reply dated 03.10.2012. I have also

perused the repudiation letter dated 12.01.2012. After due consideration of the matter, I hold that company was not justified in repudiating the claim because insured had suffered a total loss due to theft of his vehicle which was insured under his name at the time of theft and was in his name. In my view even if earlier insurance policy was not genuine, the claim of complainant is not affected because when the vehicle was stolen the same was insured by the insurance company in the name of the complainant. Its ownership was also in the name of the complainant then. Since, complainant had suffered a total loss due to theft of the vehicle which remained untraced during policy period, complainant needs to be compensated by the insurance company by making payment of IDV. Accordingly an Award is passed with the direction to the insurance company to make the payment of Rs. 3,99,500 (4,00,00 – 500).

5. The Award shall be implemented within 30 days of receipt of the same. The compliance of the same shall be intimated to my office for information and record.
6. Copies of the Award to both the parties.

DELHI OMBUDSMAN CENTER

Case No.GI/146/OIC/12

In the matter of Sh. Nitin Bansal

Vs Oriental Insurance Company Ltd.

AWARD DATED 23.2.2013 REPUDIATION OF MOTOR CLAIM

- 1. This is a complaint filed by Sh. Nitin Bansal (herein after referred to as the complainant) against the decision of Oriental Insurance Company Ltd. (herein after referred to as respondent Insurance Company) relating to repudiation of motor claim.**
- 2. Complainant stated that insurance company was not justified in repudiating his claim. Company did not convey the basis of its conclusion of repudiation. It appears that company was intentionally delaying the settlement. The claim was pending for considerable time and non receipt of response from the insurance company, forced him to approach this office. He has come to this forum with a request to provide him justice by awarding IDV of vehicle along with interest. During the course of hearing, it was pleaded by the complainant that claim was payable but company denied it. Car was burnt and was totally damaged.**
- 3. Representative of the company pleaded that claim was not payable for the reasons as mentioned in the repudiation letter.**
- 4. I have considered the submissions of the complainant as well as of the representative of the company. After due consideration of the matter, I hold that company was not justified in repudiating the claim because the car was totally burnt and damaged due to fire. Since, insured had suffered loss during the currency of the policy, in my considered view claim was payable and company ought to have allowed the claim. Accordingly an Award is passed with the direction to the insurance company to make the payment of Rs. 2,51,500 (2,67,000 – 15000 scrap value of burnt vehicle – 500).**
- 5. The Award shall be implemented within 30 days of receipt of the same. The compliance of the same shall be intimated to my office for information and record.**
- 6. Copies of the Award to both the parties.**

DELHI OMBUDSMAN CENTER

Case No.GI/594/NIC/11

In the matter of Smt. Neeru Sahni

Vs National Insurance Company Ltd.

AWARD DATED 27.2.2013 SETTLEMENT OF MOTORCLAIM

- 1. This is a complaint filed by Smt. Neeru Sahni (herein after referred to as the complainant) against the decision of National Insurance Company Ltd. (herein after referred to as respondent Insurance Company) relating to settlement of motorclaim.**
- 2. Complainant stated that as required complainant had sent her representation to the GRO of the company but nothing was heard. She further stated that her car was stolen. Complainant had submitted all the requisite documents to the insurance company for settlement of the claim but the insurance company had not settled the claim so far. Complainant did not attend the hearing.**
- 3. Representative of the company pleaded that claim was approved but pending on account of non submission of required documents.**
- 4. I have considered the submissions of the complainant as well as of the representative of the company. After due consideration of the matter, I hold that company was not justified in not settling the claim so far despite the fact that insured had submitted all requisite documents for settlement of the claim. Claim was payable as insured suffered a total loss because her insured vehicle was stolen during the currency of the policy and that remained untraced. Accordingly an Award is passed with the direction to the insurance company to make the payment of Rs. 29,500 subject to completion of all formalities relating to theft claim.**
- 5. The Award shall be implemented within 30 days of receipt of the same. The compliance of the same shall be intimated to my office for information and record.**
- 6. Copies of the Award to both the parties.**

DELHI OMBUDSMAN CENTER

Case No.GI/575/NIC/11

In the matter of Sh. Sunil Kr. Jain.

Vs

National Ins. Co. Ltd.

AWARD DATED 12.02.2013 INADEQUATE SETTLEMENT OF MOTOR THEFT CLAIM

- 1. This is a complaint filed by Sh. Sunil Kr. Jain (hereinafter referred to as the complainant) against National Ins. Co. Ltd. (Hereinafter referred to as respondent insurance company) relating to theft claim.**
- 2. Complainant submitted that he was issued insurance policy bearing no. 360901/48/10/3500000865 by National Ins. Co. Ltd on 13.02.2011, his wife Smt. Madhu Jain's gold chain & Pendent was snatched away by a robber at Kailash Nagar. These items were covered in the policy with in sum insured of Rs 1,50,000 under valuable items under plan-VI, sec-1, sub section 1E. The theft was informed to the insurance company by e-mail and also by hand. The same was also informed to the police. Insurance company had not settled the claim. Company appointed surveyor and his actual claim amount was Rs.87,551 which was due on the date of incident. The company had given only a cheque for Rs. 20,945. He was required to give satisfaction letter so that he may not challenge the settlement. He has come to this forum with a request to for settlement of the claim. During the course of hearing it was pleaded by him that claim was partially settled by the insurance company. He had requested for the balance amount of the claim.**
- 3. Representative of the company pleaded that claim was settled properly as per terms and conditions of the policy. Company had submitted written reply dated 22.05.2012 wherein it has been stated that claim was made under sec-1E plan-6 of Sampurna Suraksha policy in which case no single item is deemed to be more than 40% of sum insured under the said sec i.e. Rs. 60,000 of that basis. Surveyor had assessed the loss on non-standard basis after certain deductions.**
- 4. I have considered the submissions of the complainant as well as of the representative of the company. After due consideration of matter, I find that claim was not settled properly. Company had paid only a sum of Rs. 20,945 as against the loss amount of**

Rs.87,551. Only one time item was lost by the insured and as per terms and conditions of the policy claim is admissible only to the extent of 40% to the sum insured i.e., Rs.60,000. Company had already paid a sum of Rs.20,945 therefore complainant is further found entitled to a sum of Rs.38,455 (60,000-20,945-1% of 60,000). Accordingly an Award is passed with the direction to the insurance company to make further payment of Rs. 38,455.

- 5. The award shall be implemented within 30 days of receipt of the same. The compliance of the award shall be intimated to my office for information & record.**

- 6. Copies of the Award to both the parties.**

DELHI OMBUDSMAN CENTER

Case No.GI/95/UII/12

In the matter of Sh. Satyabir Yadav.

Vs

United India Ins. Co. Ltd.

AWARD DATED 19.02.2013 : NON SETTLEMENT OF MOTOR THEFT CLAIM

1. This is a complaint filed by Sh. Satyabir Yadav (hereinafter referred to as the complainant) against United India Ins. Co. Ltd. (Hereinafter referred to as respondent insurance company) relating to motorclaim.
2. Complainant submitted that he had insured his motorcycle bearing registration no. RJ32SB-4339 Vide policy no.14178331100100003065 for the period 01.01.2011 to 31.12.2011. His motorcycle was stolen 09.12.2011. He informed the insurance company about the theft of his motorcycle. Though he submitted all requisite documents to the insurance company yet company had declined the claim. He had also sent his representation to the grievance redressal officer of the company but he did not get any reply. He has come to this forum with a request to get his claim settled. During the course of hearing, complainant submitted that claim was payable but company had denied it.
3. Representative of the company pleaded that claim was not payable due to delay in filing the claim.
4. I have considered the submissions of the complainant as well as of the representative of the company. I have also perused repudiation letter dated 15.03.2012. After due consideration of matter, I hold that company was not justified in denying the claim because insured had suffered the total loss as his motorcycle which was insured was stolen during the currency of the policy and that remained untraced. In my considered view claim was payable. Accordingly an Award is passed with the direction to the insurance company to make payment of Rs.26,650.
5. The award shall be implemented within 30 days of receipt of the same. The compliance of the award shall be intimated to my office for information & record.
6. Copies of the Award to both the parties.

DELHI OMBUDSMAN CENTER

Case No.GI/514/RGI/11
In the matter of Sh. Rahul Dahiya

Vs

Reliance General Insurance Company Ltd.

AWARD DATED 12.3.2013 REPUDIATION OF MOTOR CLAIM

- 1. This is a complaint filed by Sh. Rahul Dahiya (herein after referred to as the complainant) against the decision of Reliance General Insurance Company Ltd. (herein after referred to as respondent Insurance Company) relating to motorclaim.**
- 2. Complainant stated that vehicle having registration no. DL4C ND 6299 i10 Hyundai met with an accident on the night of July 2011 in Chanakyapuri. There were a substantial damage to the front portion of the car and it was towed to the Hyundai service center the next day. However, the claim was refused by the insurance company stating that no claim bonus was claimed wrongly while renewing the insurance as the vehicle was got repaired under insurance cover from the previous insurer i.e. Bajaj Allianz General Insurance Company Ltd. That is to say that no claimed bonus was claimed wrongly. It was further submitted that that was not correct fact as last insurance was done by Bajaj Insurance valid up to 01.12.2010. Insurance renewed with Reliance Insurance on 17.11.2010 as he was travelling out of India from 28.11.2010 till that time. He had not claimed any insurance claim from Bajaj Allianz General Insurance Company Ltd. So, he did not take no claimed bonus from Reliance General Insurance Company Ltd. while renewing the policy but after that there was some minor accident and got some denting and painting done to the car on 26.11.2011. Now the insurance company rejected the claim stating that he did not disclose the information in full while renewing the policy and wrongly claimed no claim bonus. But it is not fair as full information was given to Reliance General Insurance Company while renewing the policy on 17.11.2010. No claim was paid up till that time therefore, no claim bonus was correctly claimed. Reliance General Insurance Company was having policy since 01.12.2010 but it was not correct by the insurance company that there was some discrepancy in his claim and policy is not valid. The total estimate of the repair was about 1.3 lacs. During the course of hearing, complainant submitted that company was not justified in rejecting the claim.**
- 3. Representative of the company stated that claim was to be examined and car was to be inspected by the surveyor. He was given time to file report of the surveyor and the same was submitted.**

- 4. I have considered the submissions of the complainant as well as of the representative of the company. I have also perused the letter submitted and also surveyor report dated 06.02.2013. After due consideration of the matter, I hold that company was not justified in rejecting the claim because claim was payable as insured vehicle met with an accident and got damaged. Accordingly an Award is passed with the direction to the insurance company to make the payment of Rs. 26435 with interest at the rate of 8% w.e.f. 1,9,2011.**
- 5. The Award shall be implemented within 30 days of receipt of the same. The compliance of the same shall be intimated to my office for information and record.**
- 6. Copies of the Award to both the parties.**

DELHI OMBUDSMAN CENTER

Case No.GI/434/NIC/11

In the matter of Sh. Anurag Srivastava.

Vs

National Insurance Company Ltd.

AWARD DATED 5.3.2013:NON SETTLEMENT OF MOTOR THEFT CLAIM

1. This is a complaint filed by Sh. Anurag Srivastava (hereinafter referred to as the complainant) against National Ins. Co. Ltd. (Hereinafter referred to as respondent insurance company) relating to motorclaim.
2. Complainant submitted that his motor cycle bearing registration no. DL7SAR6212 was insured vide policy bearing no. 5600355466 by National Ins. Co. Ltd. for the period 19.06.2008 to 18.06.2009. This vehicle was stolen on 05.02.2009. He had reported the theft to the police and also to the insurance company but insurance company did not settle the claim. He is pursuing for the last 1 and ½ yrs. He has come to this forum with a request to get the claim paid. Insured did not attend on the date of hearings.
3. Representative of the company pleaded that papers are not available. Representative of the company provided relevant documents for preparing the case but on the last date of hearing, company was not represented by any of its officers.
4. I have considered the submissions of the complainant. I did not have the benefits of the arguments of the representative of company as the company was not represented on the date of last hearing. I have also perused the documents on record. After due consideration of matter I hold that claim is payable because insured had suffered a total loss as his vehicle which was insured by the insurance company was stolen and he suffered a total loss on that account. Accordingly an award is passed with the direction to the insurance company to make payment of Rs.25,470 (25,520-50)
5. The award shall be implemented within 30 days of receipt of the same. The compliance of the award shall be intimated to my office for information & record.

DELHI OMBUDSMAN CENTER

Case No.GI/469/TATA/11

In the matter of Sh. Rupesh Kumar.

Vs

TATA AIG Gen. Insurance Company Ltd.

AWARD DATED 5.3.2013 NON SETTLEMENT OF MOTOR CLAIM

1. This is a complaint filed by Sh. Rupesh Kumar (hereinafter referred to as the complainant) against TATA AIG Gen. Ins. Co. Ltd. (Hereinafter referred to as respondent insurance company) relating to motorclaim.
2. Complainant submitted that vehicle with registration bearing no.DL9CR8480 Maruti Wagon R LXI was insured vide policy bearing no. 0150923567 issued by TATA AIG. This vehicle met with an accident and surveyor inspected the vehicle on the same day. After two days surveyor, informed him that cashless facility could not be given and in case of repair, he will be required to submit the bill within 15 days. Therefore he got the vehicle repaired and paid the bill of Rs.33,000. He did not get the vehicle repaired in respect of another damage due to shortage of money. After sometime, he came to know that his policy was cancelled and no opportunity was given to inspect the vehicle. He had no knowledge as to why his policy was cancelled. After long discussion he was given a letter by the insurance company on 12.09.2011. During the course of hearing also he pleaded that his vehicle met with an accident in Nov, 2010 during the currency of the policy issued by TATA AIG Gen. Ins. Co. Ltd. He got the vehicle repaired. Surveyor conducted the survey but the company did not settle the claim.
3. Representative of the company pleaded that claim was not payable due to misrepresentation of facts because complainant did not convey to the present insurer that previous policy issued by the previous insurer was cancelled. The present insurer renewed the policy under the belief that earlier policy was not cancelled by the previous insurer.
4. I have considered the submissions of the complainant as well as of the representative of the company. I have also perused the written reply of the company which is placed on record. After due consideration of matter, I hold that insurance company

was not justified in repudiating the claim because the fact cannot be denied that when accident took place, the vehicle was insured by the insurance company and since vehicle was insured by the insurance company at the time of accident, as per policy terms and conditions the company is bound to compensate for the damage caused to the vehicle due to accident. The loss to the vehicle due to accident was already accessed by the surveyor. In my considered view claim was payable. Accordingly an award is passed with the direction to the insurance company to make payment of Rs. 30,941.

- 5. The award shall be implemented within 30 days of receipt of the same. The compliance of the award shall be intimated to my office for information & record.**
- 6 Copies of the Award to both the parties.**

DELHI OMBUDSMAN CENTER

Case No.GI/599/OIC/11

In the matter of Sh. Rohtas Singh.

Vs

Oriental Insurance Company Ltd.

AWARD DATED 7.3.2013--NON SETTLEMENT OF MOTO CLAIM

1. This is a complaint filed by Sh. Rohtas Singh (hereinafter referred to as the complainant) against Oriental Ins. Co. Ltd. (Hereinafter referred to as respondent insurance company) relating to P.A Claim.
2. Complainant submitted that he met with an accident on 05.03.09, became injured and got disabled. This accident took place near Tamnar in Raigarh District, in Chhattisgarh State. He submitted that he was hit by an unknown vehicle and vehicle sped away from the spot immediately after accident. The incident was reported immediately to the police authority but police finally registered the FIR on 30.10.2009. The final police report was issued by the Supdt. Of Police, Raigarh Dist, Chhattisgarh vide his memo no. 425/09 dated 30.12.2009. After accident he was taken to the Govt-run Samudayik Swastha Kendra, Gharghoda, Raigarh Dist. and remained admit there from 05.03.2009 to 09.03.2009. Thereafter for further treatment, he was taken to Delhi and Rohtak. Finally he took treatment and got operated at Goel Nursing Home, Rohtak. The Govt. of NCR Delhi issued him Disability certificate. After the treatment he was declared 90% disabled. He has submitted all requisite documents to the Oriental Ins. Co. Ltd., Mumbai but despite several visits to the office of the insurance company, his claim was finally repudiated on un-reasonable grounds. He had already made representation to the grievance redressal officer of the insurance company but no response. He has come to this forum with a request to get his claim paid. During the course of hearing complainant pleaded that claim was payable but the insurance company denied it on unreasonable grounds.
3. Representative of the company pleaded that claim was not payable because insured did not submit clarifications as desired by the insurance company from him.
4. I have considered the submissions of the complainant as well as of the representative of the company. I have also perused the letters dated 19.01.12 and 9.12.2011 which

are placed on record. After due consideration of matter, I hold that claim is payable and the company ought to have settled the claim. It has come to my notice also that similar claim was already settled by the same insurance company in respect of another policy taken by the complainant. There was no justification not to settle the claim in respect of this policy taken by the insured under reference. There is no denial of the fact that insured met with an accident and got injured, taken treatment in different hospitals and ultimately certified 90% disabled. In my considered view insured is required to be compensated by the insurance company as per terms and conditions of the policy issued to him. He is not only required to be paid expenses incurred by him on his treatment but also on account of personal accident he met. Accordingly an award is passed with the direction to the insurance company to make payment of Rs. 3,60,000.

5. The award shall be implemented within 30 days of receipt of the same. The compliance of the award shall be intimated to my office for information & record.

6. Copies of the Award to both the parties.

DELHI OMBUDSMAN CENTER

Case No.GI/611/IFFCO/11

In the matter of Sh. Pokuru Penchala Prasad.

Vs

IFFCO TOKIO Gen. Ins. Company Ltd.

AWARD DATED 7.3.2013 NON SETTLEMENT OF MOTOR THEFT CLAIM

- 1. This is a complaint filed by Sh. Pokuru Penchala Prasad (hereinafter referred to as the complainant) against IFFCO TOKIO Gen. Ins. Co. Ltd. (Hereinafter referred to as respondent insurance company) relating to Motor claim.**
- 2. Complainant submitted that he had taken an insurance policy from IFFCO TOKIO for his two wheeler having registration no. CG10EE8135 bearing no. 71115255 at Bilaspur on 21.11.2009. He was transferred to New Delhi on 1.08.2010 so he applied for NOC to register his vehicle in NCR region. He was issued NOC on 06.09.10 by Bilaspur registering authority but he lost his vehicle on 02.11.2010 before registering it in the NCR region. He filed complaint with the police station and informed the insurance company on the same day. He submitted all requisite documents to the insurance company but the claim was rejected by the insurance company stating unjustified grounds. He submitted clarifications as desired by the company but company had not accepted the clarification. 1st he applied ombudsman Bhopal but on his suggestion he had filed complaint in this office. During the course of hearing, it was pleaded by him that his motorcycle was stolen at Delhi and claim was payable but company repudiated the claim.**
- 3. Company was not represented on the date of hearing.**
- 4. I have considered the submissions of the complainant. I did not have the benefit of the argument of the company's representative because none attended on the date of hearing. I have also perused the repudiation letter dated 24.08.2011 and considered the reasons for repudiating the claim. After due consideration of matter, I hold that company was not justified in repudiating the claim because the vehicle was registered as if not in NCR at Bilaspur what was material for the admissibility of the claim was that the vehicle was owned by the insured, it was registered in his name and it was insured in his name. Since insured had suffered a total loss, as his motor cycle which was insured by the company was stolen during the currency of the policy and that remained untraced. Therefore in my view claim is payable and company**

ought to have paid it. Accordingly an Award is passed with the direction to the insurance company to make payment of Rs. 51,950.

- 5. The award shall be implemented within 30 days of receipt of the same. The compliance of the award shall be intimated to my office for information & record. Copies of the Award to both the parties.**

DELHI OMBUDSMAN CENTER

Case No.GI/303/TATA/12

In the matter of Smt. Renu Rana.

Vs

TATA AIG Gen. Insurance Company Ltd.

AWARD DATED 12.3.2013 NON SETTLEMENT OF MOTOR THEFT CLAIM

- 1. This is a complaint filed by Smt. Renu Rana (hereinafter referred to as the complainant) against TATA AIG Gen. Ins. Co. Ltd. (Hereinafter referred to as respondent insurance company) relating to motorclaim.**
- 2. Complainant submitted that she is a registered owner of the vehicle being registration no.DL-03-CA-9963 (Mitsubishi Pajero) make 2009. She further submitted that her husband Sh. Ajay Kumar was using the said vehicle on her behalf and on 22.08.2010 at about 7.30 p.m, the said vehicle was stolen from in front of Sant Parmanand Hospital, Ali Pur Road, Civil Lines, Delhi and in this regard an FIR no. 163/2010 U/s. 379 IPC was got registered with the PS civil lines by her husband on 25.08.2010, when the efforts for searching the vehicle did not yield any result. After registration of the FIR investigation was carried out by the police but despite its best efforts, the said vehicle could be traced and finally untraced report was issued and filed by the investigating officer, SHO concerned and the same was duly forwarded by the ACP concerned on 25.08.2010. This vehicle was insured with TATA AIG Gen. Ins. Company Ltd. vide policy no. 0100452168. After getting untraced report, she was having no alternative but to file her claim with the insurance company. Therefore she filed the claim bearing no. 620278351 and she also submitted all requisite documents as desired by the officers of the insurance company vide letter dated 26.08.2010. She was assured by the insurance company that her claim would be processed and it will take to 2-3 months for settling the claim. After waiting for some months, she had approached the insurance company along with her husband to know the status of the claim, she was again assured that further time would be required to process the claim. She further submitted that the company was intentionally on one pretext on other delaying the settlement of her claim in respect of the vehicle as considerable time elapsed. She also approached grievance redressal officer but no action was taken. She has come to this forum with a request to get her claim settled. During the course of hearing which was attended by her husband it was submitted that the insured vehicle was stolen on 22.08.2010. Theft was reported to the police on 100 no., FIR**

was also lodged and submitted all requisite documents to the insurance company for settlement of the claim but the claim was not settled till date.

3. Representative of the company relied upon the replies submitted dated 21.02.2013 and 28.02.2013 wherein it was mentioned that complainant had not come with clean hands before the ombudsman. Insured found discrepancies in the claim filed by the complainant. Complainant has not chosen to answer the certain questions which are put by the company for answers. The conduct of the complainant coupled that over all circumstances in the claim as described in the written reply creates discrepancies on the bonafides of the claim and the case is not fit and proper to be heard by the ombudsman as per Rule 12. It was further stated that complaint was beyond the competence of the Ombudsman. Claim of the complainant was closed for not replying to its letters and discrepancies found during the investigation. It was further mentioned that present complaint should be dismissed under the facts and the circumstances of the case.

4. I have very carefully considered the detailed submissions of the complainant as well as of the representative of the company. I have also perused the detailed replies submitted on behalf of the companies which are placed on records. After due consideration of matter, I hold that the contention of the company that the undersigned has no jurisdiction above the case does not appear to be correct because complainant had followed the procedure as led down for filing the complaint under Rule 13 of the R.P.G Rules 1998. Moreover this complaint was taken up by me for disposal in view of the binding decision of Honorable court's order dated 15.01.2013 to dispose complaint within 8 weeks of order (15.01.2013) i.e. undersigned was expected to decide the complaint by 15.03.2013. Therefore this case was taken up in view of the order of Honorable High Court dated 15.01.2013 in WP (C236/2013). In my considered view company ought to have decided the claim of the complainant with regard of theft of the vehicle as complainant had submitted all requisite documents relating to the claim. There is no denial of the fact that the vehicle was registered in the name of the owner and was also insured in her name on the day when the vehicle was stolen. It is also an admitted fact that vehicle remained untraced and complainant had submitted untraced report. Suspicions however strong cannot take the place of evidence. Merely on the basis of apprehensions company, cannot deny its liability in terms and conditions of the policy. Since insured had suffered a total loss due to theft during the currency of the policy period and which remained untraced as certified by the court, in my considered view company is liable to compensate the insured for loss of the vehicle. Accordingly an Award is passed with the direction to the insurance company to make payment of

Rs. 18,99,000. No further relief as claimed by the complainant is found admissible under the facts and circumstances of the case.

- 5. The award shall be implemented within 30 days of receipt of the same. The compliance of the award shall be intimated to my office for information & record.**

- 6. Copies of the Award to both the parties.**

DELHI OMBUDSMAN CENTER
OFFICE OF THE INSURANCE OMBUDSMAN, KOCHI

Complaint No. IO/KCH/GI/11-003-481/2011-12

Binny Varghese

Vs

National Ins. Co. Ltd

AWARD No. IO/KCH/GI/070/2012-13 dated 10.10.2012

Vehicle owned by the complainant and insured with the Resondent-Insurer met with an accident resulting in damage to the vehicle. When claim was paid by the insurer, Rs. 1563/- was deducted from the amount towards policy excess and salvage value. There was no positive response for his representation in this regard. Therefore, the complaint.

The complainant submitted that the policy conditions do not provide for deduction of Rs. 1000/- towards policy excess. He is ready to handover the damaged parts to the insurer and is ready to receive Rs. 563/- towards its value.

The insurer submitted that the deductions towards policy excess and salvage value are legal and proper. Policy schedule itself provides for compulsory excess of Rs. 1000/-.They are ready to pay the value of salvage provided the complainant hands over the same to the insurer.

Decision:- There is mention in the Policy schedule that policy excess is Rs. 1000/-. So the insurer is entitled to deduct the policy excess from the claim amount. In the result, an award is passed directing the insurer to pay to the complainant Rs. 550/- on his surrender of the entire salvaged parts (11 no.s). In case, the complainant fails to surrender any part(s), the insurer is allowed to deduct the value of such part(s) from the payment. No cost.

OFFICE OF THE INSURANCE OMBUDSMAN, KOCHI

Complaint No. IO/KCH/GI/11-003-436/2012-13

R K Latha

Vs

National Ins. Co. Ltd

AWARD No. IO/KCH/GI/071/2012-13 dated 10.10.2012

Stage carriage owned by the complainant and insured with the Resondent-Insurer met with an accident resulting in damage to the vehicle in 2005.. The claim was not allowed by the insurer. The complainant approached the Grievance Cell on 28.12.2009. She received a letter dated 08.04.2010 from the Regional Office of the insurer intimating that the claim is not payable. Hence, the complaint. There is a reference in the complaint that she had made an earlier complaint before this forum in April, 2011.

Decision:- No credible proof is adduced to prove that an earlier complaint was preferred before this Forum in April, 2011. As per Rule 13 (3) (b) of RPG Rules, as the present complaint is filed before this Forum on 25.07.2012, beyond one year from 08.04.2010, the complaint is barred by limitation. In the result, the complaint is dismissed as barred by limitation. No cost.

OFFICE OF THE INSURANCE OMBUDSMAN, KOCHI

Complaint No. IO/KCH/GI/10-003-493/2011-12

K Sadanandan

Vs

National Ins. Co. Ltd

AWARD No. IO/KCH/GI/072/2012-13 dated 12.10.2012

The complainant an auto-rickshaw owner is a regular customer of the Respondent-Insurer. The insurer demanded extra premium of Rs. 1000/- from him for renewal for 2011-12. He made a complaint to the insurer and the reply was not satisfactory. Therefore, the complaint.

The complainant submitted that there is no legal basis for the enhancement of premium. IRDA has no authority to enhance the premium. The insurer may be directed to reduce the premium to its original position.

The insurer submitted that the enhancement of premium was effected as per IRDA advice dated 15.04.2011. The complainant had renewed the policy for 2011-12 . He can not challenge the authority of IRDA to prescribe the premium and enhancement of the premium. The insurer had acted legally.

Decision:- It is revealed that the enhancement in premium is in strict compliance with the advice given by the IRDA. Also the authority of IRDA to enhance the premium rate has been upheld by the Hon'able High Court of Kerala in " Kerala State Private Bus Operators' Federation Vs IRDA ", 2011(3) KLT 192. where the same notification of IRDA was challenged. In the result, the complaint is dismissed. No cost.

OFFICE OF THE INSURANCE OMBUDSMAN, KOCHI

Complaint No. IO/KCH/GI/11-004-521/2011-12

Sainulabdeen

Vs

Cholamandalam MS General Insurance Co. Ltd

AWARD No. IO/KCH/GI/078/2012-13 dated 18.10.2012

The complainant had taken a package policy for his tourist bus for the period 28.07.2010 to 27.07.2011. The vehicle involved in accident and suffered heavy damage. For the rectification of the same, he had to spend more than Rs. 2 lacs. The loss was intimated to the insurer and their representative visited the work shop and assessed the loss at Rs. 125000/- But the insurer remitted only Rs. 44011/- in the bank account of the complainant. His representations did not evoke positive response from the insurer. Therefore, the complaint.

The insurer submitted that as per the report of the Licensed surveyor deputed by them, the loss was assessed for Rs. 44011/- and the same was settled to the complainant after getting Motor Loss Voucher and consent letter in full and final settlement of the claim. Now the complainant can not challenge the settlement already made. The complainant has not adduced any evidence to show that he is entitled to more compensation.

Decision:- The complainant had not adduced any evidence to show that the loss was assessed at Rs. 125000/-. The survey report by licensed surveyor is produced where net liability of the insurer is assessed at Rs. 44011/- No contra evidence had been adduced from the side of the complainant to doubt the correctness of the assessment made by the surveyor. Service tax @10.30% on labour charge of Rs. 9500/- was not considered by the surveyor in his report. This comes to Rs. 978.50. The complainant is entitled to this amount. In the result, an award is passed directing the insurer to pay Rs. 979/- to the complainant within the prescribed period failing which, the amount shall carry interest @ 9% per annum from the date of filing of the complaint till payment is effected. No. cost.

OFFICE OF THE INSURANCE OMBUDSMAN, KOCHI

Complaint No. IO/KCH/GI/11-013-537/2011-12

Renadev

Vs

HDFC ERGO General Insurance Co. Ltd

AWARD No. IO/KCH/GI/084/2012-13 dated 31.10.2012.

The complainant had taken a Comprehensive Insurance Policy from the Respondent-Insurer for his car. The car met with an accident and the claim was denied by the insurer on the ground that it was submitted late. The complainant had approached this forum on this and an order was passed directing the complainant to submit fresh claim and the insurer to settle by allowing reasonable and fair compensation. The complainant had to spend Rs. 42833/- to compensate the loss suffered by KSEB. Though he submitted fresh claim, no settlement was effected by the insurer. Therefore, the present complaint.

The complainant submitted that he had submitted a fresh claim before the insurer and also a survey report by a surveyor appointed by him. He is entitled to receive compensation based on the estimate and also entitled to receive the amount paid to KSEB.

The insurer submitted that they had assessed the loss at Rs. 312311/-, but offered Rs. 333000/- for the sake of settlement. The complainant was not ready to accept the same.

Decision:- This forum can decide only claims on account of 'own damage liability'. So the claim relating to payment effected to KSEB (third party) cannot be allowed. The survey report produced by the insurer shows that it was prepared prior to the earlier award and it proves that no fresh assessment was made after the award. The survey report obtained by the complainant shows the net liability at Rs. 426287.45. Credible proof is also available to show that the same was submitted to the insurer. The insurer had not challenged the correctness of the survey report submitted by the complainant. This forum also finds no ground to doubt the veracity of the contents of the same. So, for deciding the loss suffered by the complainant,

survey report produced by the him can be accepted. In the result, an award is passed directing the insurer to pay Rs. 426287/- to the complainant with 9% interest from the date of the filing of complaint till the date of award within the prescribed period, failing which, the amount shall carry further interest @ 9% per annum from the date of award till payment is effected. No cost.

OFFICE OF THE INSURANCE OMBUDSMAN, KOCHI

Complaint No. IO/KCH/GI/11-005-529/2011-12

K R Shibumon

Vs

Oriental Insurance Co. Ltd

AWARD No. IO/KCH/GI/085/2012-13 dated 01.11.2012.

The complainant had insured his vehicle with the Respondent-Insurer. The vehicle was stolen on 31.10.2006 and the same was reported to the police and the insurer. The IDV of the vehicle as per policy is Rs. 3 lacs. The insurer paid Rs. 225000/- to the complainant on 30.04.2009 after much delay. He received a further offer Rs. 75000/- in full and final settlement of the claim in 2010. Not satisfied with this, he has filed the present complaint seeking Rs. 75000/- and interest at Rs. 123750/- from the insurer.

The complainant submitted that on account of delayed payment, he suffered much financial loss. He is legitimately entitled to interest.

The insurer submitted that the delay was mainly on account of non-production of Undetectable Certificate. On the basis of the available Police records, they had initially paid 75% of the IDV and later offered the balance as a goodwill gesture. The Undetectable Certificate is not produced till date. Hence he cannot claim interest.

Decision:-It can be found that the payment of 75% of the IDV was made by the insurer after the Police had laid charge against the three accused and without receiving the Undetectable Certificate. So the first payment was effected based on the charge laid by the Police. No substantial change in circumstances had taken place before offering the balance amount in 2010. By offering the same, the insurer had admitted the right of the complainant to receive the same and the liability of the insurer to pay the same. So, the offer made is not a gratuitous one. So the complainant is entitled to reasonable interest on Rs. 75000/-. In the result, an award is passed directing the insurer to pay Rs. 75000/- to the complainant with 9% interest from 30.04.2009 till the date of filing of complaint within the prescribed period, failing which,

the amount shall carry further interest @ 9% per annum from the date of award till payment is effected. No cost.

OFFICE OF THE INSURANCE OMBUDSMAN, KOCHI

Complaint No. IO/KCH/GI/11-005-565/2011-12

Rajesh Raj

Vs

Oriental Insurance Co. Ltd

AWARD No. IO/KCH/GI/088/2012-13 dated 08.11.2012.

The complainant is the registered owner of vehicle no. KL-04 H/5383 which involved in an accident on 12.05.2006. He had purchased the vehicle prior to the date of the accident. He preferred a claim with the insurer . The claim was repudiated by the insurer. Therefore, the complaint.

The complainant submitted based on the copy of vehicle transfer agreement that the ownership of the insured vehicle was transferred in his name on 6.5.2006. There was valid insurance cover on the date of accident. The repudiation of the claim is illegal.

The insurer submitted that the ownership of the vehicle was transferred in the name of the complainant after the date of the accident. The insurance cover was transferred in his name only on 26.05.2006. There was no insurable interest for the complainant in the vehicle as on the date of accident and also there was no privity of contract between the complainant and the insurer on 12.05.2006. Hence the repudiation is legal and proper.

Decision:-As per official records the ownership of the vehicle had been transferred in the name of the complainant w.e.f. 15.05.2006. The accident took place on 12.05.2006. So, on the date of accident, the complainant was not the owner of the vehicle. So, as on 12.05.2006, there was no privity of contract between the complainant and the insurer in relation to the vehicle involved in the accident. In the circumstances, the Respondent-Insurer has no liability to indemnify the loss, if any, suffered by the complainant. The repudiation of the claim on that ground is perfectly justified. In the result, the complaint is dismissed. No cost.

OFFICE OF THE INSURANCE OMBUDSMAN, KOCHI

Complaint No. IO/KCH/GI/11-009-590/2011-12

Mujeeb Rehman

Vs

Reliance General Insurance Co. Ltd

AWARD No. IO/KCH/GI/097/2012-13 dated 20.11.2012

The complainant was the registered owner of the lorry bearing Reg. No. KL-02 G-6894 from 5.2.2010 onwards. The policy was endorsed in his favour on 15.11.2010. The vehicle met with an accident on 17.11.2010 and damaged a KSEB electric post for which he had to compensate KSEB for Rs. 13804/-. He spent Rs. 151577/- for the repair of the vehicle. The claim was repudiated by the insurer on the ground of non-production of load chelan. Therefore, the complaint.

The complainant submitted that there was valid insurance cover at the time of the accident. The repudiation of the claim is on flimsy ground.

The insurer submitted that the claim was repudiated as the required document namely load chelan was not produced by the complainant. The accident can be due to overloading and they are not liable to reimburse the amount paid to KSEB as the same relate to third party damage.

Decision:- There was valid insurance cover in the name of the complainant as on the date of accident. The claim regarding payment made to KSEB is a third party claim and the same cannot be entertained in this forum. As far as the accident is concerned, the insurer suspected overloading. Though the load chelan was not produced, the tax invoice mentioning the quantity of material carried in the vehicle is produced. Also there is no police case against the driver or owner for overloading. There is no piece of evidence forthcoming from the side of the insurer to prove their contention, So, the claim is not hit by condition 2 (a) of section 1 of the policy conditions. The survey report is available and the complainant had not succeeded in bringing out any doubtful circumstance in the quantification of loss made by the surveyor. The survey report can therefore, be accepted. In the result, an award is passed directing the insurer to pay an amount of Rs. 61934/- to the complainant within the prescribed period failing which,

the amount shall carry interest @ 9% per annum from the date of filing of the complaint till payment is effected. No cost

OFFICE OF THE INSURANCE OMBUDSMAN, KOCHI

Complaint No. IO/KCH/GI/11-003-589/2011-12

Abdul Saleem

Vs

National Insurance Co. Ltd

AWARD No. IO/KCH/GI/103/2012-13 dated 27.11.2012

The complainant the registered owner of a car had taken a Package policy from the Respondent-Insurer for the car. The car met with an accident and the claim was not settled by the insurer. Therefore, the complaint.

The complainant submitted that the accident was not due to negligence and one Mr. Suresh Babu who was holding a valid driving licence , was driving the vehicle at the time of the accident. The surveyor has assessed the loss at Rs. 99500/- . He is entitled to receive that amount.

The insurer submitted that the vehicle was being used at the time of accident on rental basis and was driven by one Mr. Karthikeyan who was not holding a valid driving licence. Though the loss was assessed, on account of violation of policy conditions, they have no liability to compensate the complainant.

Decision:- There is no evidence to prove that the vehicle was being used at the time of accident on rental basis. Police was not informed of the accident and there is neither GD entry nor registration of crime in connection with the accident. There is no acceptable explanation to this. When the insurer is contradicting the version of the complainant that the car was driven by Mr. Suresh Babu, the burden is on him to prove the same. Not even the newspaper reports support the case of the complainant. The preponderance of probability is in favour of the contention of the insurer that the car was driven by Mr. Karthikeyan, who was not having a valid driving licence. On account of the violation of the policy conditions , the insurer has no liability to compensate the loss suffered by the complainant. In the result, the complaint is dismissed. No cost.

OFFICE OF THE INSURANCE OMBUDSMAN, KOCHI

Complaint No. IO/KCH/GI/12-004-610/2011-12

K M Joseph

Vs

United India Insurance Co. Ltd

AWARD No. IO/KCH/GI/106/2012-13 dated 06.12.2012

The complainant who was the owner of a bus had insured the same with the Respondent-Insurer. The bus hit against a KSEB electric post and the claim was settled to KSEB by the insurer. When the policy was renewed in 2011, the premium charged was more than the earlier year by Rs. 2017/- He was informed that even if the claim settled relates to third party, NCB will not be available. Therefore , the complaint.

The complainant submitted that the denial of NCB was against legal principles. The insurer had provided Rs. 1985/- in relation to the claim for refund after filing of the complaint. He is entitled to the balance with interest.

The insurer submitted that the claim of the complainant was settled for a sum of Rs. 1985/- and he had accepted the same in full and final settlement.

Decision:- The insurer had produced the copy of the disbursement voucher for Rs. 1985/- in full and final settlement of the claim which is acknowledged by the complainant. Also a letter from the complainant to the effect that he is ready to accept the amount and there will be no further dispute regarding the claim from his side , is produced. The complainant has no case that the voucher and letter were obtained by misrepresentation or undue influence. So, the execution is voluntary with free consent. Now he can not make claim for any further amount. In the result, the complaint is dismissed. No cost.

OFFICE OF THE INSURANCE OMBUDSMAN, KOCHI

Complaint No. IO/KCH/GI/12-003-615/2011-12

Cessil John

Vs

National Insurance Co. Ltd

AWARD No. IO/KCH/GI/108/2012-13 dated 13.12.2012

The complainant's father had insured his car with the Respondent-Insurer under Package Policy. When he purchased a new car he was allowed NCB of 65% in continuation of earlier policy. He died on 14.01.2008 and the ownership of the vehicle was transferred to the complainant on 3.12.2008. When he approached for renewal of the policy .the insurer denied him NCB. Hence, the complaint.

The complainant submitted that there is no reason or ground for denying NCB to him and he is entitled to get back the excess amount collected from him.

The insurer submitted that the policy was renewed for the period 2008-09 in the name of the deceased after his death. The complainant approached the insurer for renewal of the policy on 5.10.2009 and he was denied the NCB based on condition No. 9 of the policy schedule. The denial is legal and based on policy conditions.

Decision:- Ownership of the vehicle was transferred in the name of the complainant on 3.12.2008 with effect from 14.01.2008. In spite of the death of the owner , the policy was renewed in the name of the deceased person for the period 5.10.2008 to 4.10.2009. This policy has become null and void. The earlier policy lapsed on 14.04.2008 as per clause 9. GR 27(i) says that no NCB can be allowed when a policy is not renewed within 90 days of its expiry. A combined reading of Clause 9 and GR 27(i) would reveal that the complainant is not entitled to the benefit of NCB. In the result, the complaint is dismissed. No cost.

OFFICE OF THE INSURANCE OMBUDSMAN, KOCHI

Complaint No. IO/KCH/GI/11-009-625/2011-12

S Abdul Vahab

Vs

Reliance General Insurance Co. Ltd

AWARD No. IO/KCH/GI/110/2012-13 dated 19.12.2012

The vehicle owned by the complainant was insured with the Respondent-Insurer. The vehicle was stolen when it was parked at Kottayam. A crime was registered . The claim was repudiated by the insurer on the ground that the petitioner had failed to take precautions against loss of the vehicle. Therefore, the complaint.

The complainant submitted that the driver had locked the vehicle and kept the same with him. He had taken all pre-cautions against theft. The final report was submitted by the police and the vehicle could not be traced. As this is a case of theft, the complainant is entitled to the full sum assured.

The insurer submitted that as per FIR the driver had consumed alcohol with the suspects. He had not taken all reasonable pre-cautions against theft of the vehicle. So, there is violation of condition no. 5 of the policy. The repudiation of the claim is strictly based on the policy conditions.

Decision:- Merely because the driver of the vehicle had consumed alcohol, the insurer can not contend that sufficient precautions were not taken to safeguard the vehicle from loss. There is no evidence that the driver of the vehicle was so drunk that he was incapable of taking care of himself. So, there is complete lack of evidence that the driver of the vehicle did not take reasonable steps to safeguard the vehicle from loss. Police final report states that the vehicle was stolen and is not traceable. So, it can be seen that there is no violation of condition No. 5 of the policy. The insurer is liable to compensate the complainant for the loss suffered by him. In the result, an award is passed directing the insurer to pay an amount of Rs.377500/- to the

complainant within the prescribed period failing which, the amount shall carry interest @ 9% per annum from the date of filing of the complaint till payment is effected. No cost.

OFFICE OF THE INSURANCE OMBUDSMAN, KOCHI

Complaint No. IO/KCH/GI/11-005-694/2011-12

A T Jose

Vs

Oriental Insurance Co. Ltd

AWARD No. IO/KCH/GI/126/2012-13 dated 18.01.2013

The complainant, the registered owner of a contract carriage vehicle had insured the same with the Respondent-Insurer. While washing the vehicle, water entered the pump and engine resulting in damage to the vehicle. The claim for the same was repudiated by the insurer. Therefore, the complaint.

The complainant submitted that there was no negligence on the part of the insured or the driver of the vehicle. There was a sudden rise in the water level in the rivulet due to continuous rain and thus water entered into the engine. The surveyor has assessed the loss.

The insurer submitted that while the vehicle was being water serviced at Manjalithodu, due to the carelessness of the driver, water entered the pump and engine and damaged the vehicle. As per policy conditions the insured is expected to take sufficient care to safeguard the vehicle against damage. The claim was repudiated on valid grounds.

Decision:- The dispute is regarding the cause of damage. When the insurer repudiates the claim on the contention that there was carelessness on the part of the insured, the insurer shall speak out the precise act of negligence which paved way for the loss. Mere attribution of act of negligence is not sufficient. Carelessness can not be generalized. According to the complainant, there was flash flood resulting in damage to the vehicle. Also, flood is an insured peril under the policy. The surveyor report also, more or less justify the case of the complainant that there was sudden rise in the water level in the rivulet. Here no negligence on the part of the insured or the driver could be established by the insurer. So, the complainant is entitled to

indemnification of the loss suffered. There is no reason not to accept the quantification made by the surveyor. In the result, an award is passed directing the insurer to pay an amount of Rs 33436/- to the complainant within the prescribed period failing which, the amount shall carry interest @ 9% per annum from the date of filing of the complaint till payment is effected. No cost.

OFFICE OF THE INSURANCE OMBUDSMAN, KOCHI

Complaint No. IO/KCH/GI/11-002-760/2011-12

P A Abhilash

Vs

New India Assurance Co. Ltd

AWARD No. IO/KCH/GI/134/2012-13 dated 07.02.2013

The complainant had insured his contract carriage bus with the Respondent-Insurer under Commercial Vehicles Package Policy. It met with an accident and the claim for the same was partially settled by the insurer. Therefore, the complaint.

The complainant submitted that the final survey report was not provided to him and the A/C repair bill was not considered while assessing the loss. He is entitled to reimbursement of the entire expenses met by him.

The insurer submitted that the estimate prepared by the repairer was without taking into consideration the depreciation. They have settled an amount of Rs. 170900/- based on the final survey report. The settlement is legal and proper. Nothing more is payable.

Decision:- In the final survey report, loss is assessed at Rs. 174900/- after deducting policy excess, scrap value etc. But the claim was settled for Rs. 170900/- . There is no valid explanation from the insurer as to under what head Rs. 4000/- was deducted. The complainant could not bring out any circumstance to doubt the correctness of the assessment made by the Surveyor. So, the report of the Surveyor is to be accepted and therefore, the complainant is entitled to a further payment of Rs. 4000/- from the insurer.

In the survey report, there is no mention regarding the repair effected to the air conditioning system. The insurer has not taken any contention regarding the allegation of non-settlement of the A/C repair bills. This amount to impliedly admitting the claim. The bills are available with the insurer and they have not disputed the genuineness of the bills. The value of spare parts and labour for A/C repair can be fixed at Rs. 30400/- . The insurer is liable to pay this amount also to the complainant. In the result, an award is passed directing the insurer to pay Rs 34400/- to the complainant within the prescribed period failing which, the amount shall carry interest @ 9% per annum from the date of filing of the complaint till payment is effected. No cost.

OFFICE OF THE INSURANCE OMBUDSMAN, KOCHI

Complaint No. IO/KCH/GI/12-012-798/2011-12

M J Thomas

Vs

ICICI Lombard General Insurance Co. Ltd

AWARD No. IO/KCH/GI/145/2012-13 dated 07.03.2013

The complainant had insured his Wagon R car (IDV Rs. 354673/-) with the Respondent-Insurer paying premium of Rs. 12603/-. A friend of his insured his Santro car (IDV Rs. 348538/-) with the same insurer paying premium of Rs. 7767/-. There was a substantial difference in premium for a small difference in IDV . His enquiries with the insurer bare no fruit. Therefore, the complaint.

The insurer submitted that the premium amount was arrived at after considering risk perception on various factors according to underwriting guidelines. The complainant is comparing 2 policies issued to two different makes of vehicles. In the case of the complainant's policy 5% extra was charged on account of LPG system. Also the discount on OD cover was 10% in the complainant's policy whereas it was 45% in the other one.

Decision:- The details furnished by the insurer would reveal that the difference in premium is mainly due to the difference in the percentage of discount allowed to the respective insured in relation to own damage premium. The complainant had taken the policy through the vehicle dealer whereas the other policy was taken directly from the Insurer's office. The difference in discount may be due to this. It is also seen that extra premium of Rs. 509/- was collected from the complainant in relation to inbuilt LPG system. When all these aspects are taken into consideration , it can be seen that the complainant has no genuine grievance to agitate. In the result, the complaint is dismissed. No cost.

OFFICE OF THE INSURANCE OMBUDSMAN, KOCHI

Complaint No. IO/KCH/GI/11-013-803/2011-12

Sasikuttan Nair K K

Vs

HDFC ERGO General Insurance Co. Ltd

AWARD No. IO/KCH/GI/149/2012-13 dated 13.03.2013

The complainant purchased a Santro car which was insured with the Respondent-Insurer. The car met with an accident and the claim for indemnification by the complainant was rejected by the insurer on the ground that he did not apply within 14 days of the transfer of the vehicle for change of name in the insurance policy. Therefore, the complaint.

The complainant submitted that as the vehicle had valid insurance cover as on the date of accident, the insurer is liable to indemnify the loss suffered by him. The insurer had intentionally delayed endorsement.

The insurer submitted that there was valid insurance cover in the name of the previous owner and he had no insurable interest on the subject matter after 18.08.2011. On the date of accident, there was no valid insurance cover for the vehicle in the name of the complainant. So, the claim was rightly repudiated.

Decision:- GR. 17 states that transferee shall apply within 14 days from the date of transfer in writing to the insurer to make necessary changes in the records of the insurer and for issuing fresh Certificate of Insurance. Here the change of ownership was on 18.08.2011 and the endorsement in the policy was made with effect from 17.10.2011 on the basis of the request dt. 14.10.2011. On the date of accident (10.09.2011), the policy was not endorsed in favour of the complainant. So, there was no privity to contract between the complainant and the insurer on the date of accident. There was no insurance cover for the car on 10.09.2011 as it was beyond 14 days from 18.08.2011. In the circumstances, it can not be contended by the complainant that the insurer is liable to indemnify the loss suffered by him. The repudiation of the claim is legal and proper. In the result, the complaint is dismissed. No cost.

OFFICE OF THE INSURANCE OMBUDSMAN, KOCHI

Complaint No. IO/KCH/GI/14-009-811/2011-12

E Assim

Vs

Reliance General Insurance Co. Ltd

AWARD No. IO/KCH/GI/150/2012-13 dated 14.03.2013

The complainant , registered owner of a goods carrier had insured the vehicle with the Respondent-Insurer. The vehicle was stolen on 24.12.2009. He preferred a claim with the insurer after getting the police final report. The insurer did not settle the claim. Therefore, the complaint.

The complainant submitted that the theft was promptly informed to the police. There was no intentional delay in making the belated claim. As and when the documents were received, he had made the formal claim for indemnification of the loss. He is entitled to get the indemnification.

The insurer submitted that there was a delay of 76 days on the part of the complainant in intimating the fact of alleged theft . Police was informed only on 25.12.2009. There was no proper explanation for the delay and also the required documents were not submitted . On account of violation of policy conditions 1 and 5, the claim was repudiated..

Decision:- The contents of the FIR and UN report are not doubted or disputed by the insurer. The investigating Officer also did not doubt the factum of theft of the insured vehicle. The UN Report states that the stolen vehicle could not be traced out. So, there is definite evidence regarding theft of the insured vehicle. Though the insurer has alleged delay as a ground for repudiation, it can be seen that no substantive prejudice had been occasioned on account of the delay in intimating the claim. So, delay in making the claim can not be taken as a ground for denying a claim which is otherwise genuine.. Also the vehicle was kept under lock and both the keys were handed over to the insurer. There is no evidence to prove that the complainant had not taken sufficient safeguards for the vehicle. So, condition 5 can not be applied here. In the circumstances, the insurer is liable to pay the IDV less compulsory deduction of Rs, 500/- to the complainant. In the result, an award is passed directing the insurer to pay an amount of

Rs 224500/- to the complainant within the prescribed period failing which, the amount shall carry interest @ 9% per annum from the date of filing of the complaint till payment is effected. No cost.

OFFICE OF THE INSURANCE OMBUDSMAN, KOCHI

Complaint No. IO/KCH/GI/11-009-834/2011-12

M J Paulson

Vs

Reliance General Insurance Co. Ltd

AWARD No. IO/KCH/GI/152/2012-13 dated 15.03.2013

The complainant had insured his new car with the Respondent-Insurer. It met with an accident and the claim was only partially settled by the insurer. Therefore, the complaint.

The complainant submitted that no reason was given for deducting Rs. 6282/- from the claim amount. As the car is a new one, there is no scope for depreciation. He is entitled to the balance amount.

The insurer submitted that deductions were made on account of depreciation on plastic and rubber parts, policy excess, unconnected work and salvage value. This was done on the basis of the survey report. Even if the vehicle is brand new, depreciation is applicable to plastic and rubber parts. The amount paid by them is real and in accordance with the policy conditions.

Decision:- It is seen that the deduction on account of depreciation on plastic and rubber parts and the policy excess are done as per policy conditions. From the records available, there is no evidence to substantiate the contention of the insurer that a part of the claim does not relate to the accident. The additional labour done can not be isolated from the entire labour done in connection with the repair of the car. So, deduction of Rs. 1000/- from the labour charge can not be sustained. Also the salvage value deducted is seen to be on the higher side. So, the complainant is entitled to a further amount of Rs. 446/-. In the result, an award is passed

directing the insurer to pay an amount of Rs 1446/- with cost of Rs. 250/- to the complainant within the prescribed period failing which, the amount shall carry interest @ 9% per annum from the date of filing of the complaint till payment is effected.

OFFICE OF THE INSURANCE OMBUDSMAN, KOCHI

Complaint No. IO/KCH/GI/14-008-446/2011-12

Mariyamma John

Vs

Royal Sundaram Alliance Insurance Co. Ltd

AWARD No. IO/KCH/GI/148/2012-13 dated 13.03.2013

The complainant had insured her Ford Fiesta car with the Respondent-Insurer. The car met with an accident and a claim for Rs. 9.85 lacs was lodged with the insurer. The surveyor of the insurer assessed the loss at Rs. 3.58 lacs only. So far the insurer has not settled the claim. Therefore, the complaint.

The complainant submitted that it is not feasible to repair the car and the same should be treated as total loss. The 1st and 2nd survey reports can not be accepted. The 3rd survey report is acceptable to her. As the loss assessed would come to more than 75 % of the IDV , this should be treated as total loss and IDV should be paid to her. She is not interested to repair the car.

The insurer submitted that the claim can be settled only as per the Surveyor's Report and subject to IDV and not as per the estimate given by unauthorized dealer. The 3rd Survey report is not acceptable, as the same was prepared by a relative of the complainant who had also represented her in this forum.

Decision:- The 1st Survey Report was prepared by a paid employee of the insurer. So, he can not be considered as an independent and impartial surveyor. The 2nd Survey was conducted without giving proper notice to the complainant, The 3rd Survey Report was prepared by a relative and agent of the complainant. So he also can not be considered as an independent and impartial surveyor. All these Survey reports are seen prepared against the mandate contained in the Insurance Surveyor's and Loss Assessors Regulations,2000.

In the estimates from the dealer also it is mentioned that the actual cost of repair can be assessed only when the vehicle is dismantled. All these shows that there is no reliable piece of evidence to assess the actual loss suffered by the complainant on account of the accident involving the insured car. There is no reliable and material piece of evidence to show that this is a case of total loss or constructive total loss as alleged by the complainant. But there is reliable evidence that repair of the car is feasible. In the result the complaint is disposed of with the following directions:- The complainant shall get the car dismantled for repair by the repairer in the presence of the insurer and the repair shall be completed under the supervision of the insurer. The insurer shall re-imburse the actual cost of repair subject to policy conditions and make necessary arrangements with the repairer for payment of repair cost. The parties to the complaint shall bear their respective cost.

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OFFICE OF THE INSURANCE OMBUDSMAN, KOCHI

Complaint No. IO/KCH/GI/11-004-777/2011-12

R Mohanakumar

Vs

Oriental Insurance Co. Ltd

AWARD No. IO/KCH/GI/158/2012-13 dated 26.03.2013

The complainant's wife had insured her two wheeler with the Respondent- Insurer. She met with an accident and is still bedridden and unconscious. The Personal Accident claim under the policy was not settled by the insurer. Therefore, the complaint.

The complainant submitted that Medical Board has certified 80% permanent disability. Even now the injured is bedridden and her disability is permanent and total . So, she is entitled to the benefit provided under the policy.

The insurer submitted that 100% disability is not there and the injured is still in service and the disability certificate does not specify whether the disability is partial or total. So, the claim was closed based on the policy conditions.

Decision:- In the various discharge summaries , it is clearly mentioned that she suffered very serious injuries to head and suffered cerebral haematoma. She was continuously in hospital for a period of 3 months. Even now she is completely bedridden and unconscious and under treatment. "Permanent Total Disability" is not defined in the policy conditions. In all the three disability certificates available, it is categorically stated that the insured is having permanent disability which is of profound nature. The certificate from the Medical Board also corroborates the same. From the various medical records and the disability certificate, it can be discerned that the disability being suffered by the insured is permanent and total. She is completely bedridden and is dependent on others for her daily avocations. Whether the insured is still on the pay rolls , is immaterial as far as her eligibility for the benefit is concerned. As the insured is permanently and totally disabled, she is entitled to receive the benefit of Personal Accident Insurance Cover. In the result, an award is passed directing the insurer to pay an amount of Rs. 1 lac with 9% interest from 02.01.2012 till the date of award with cost of Rs. 2000/- within the prescribed period failing which the amount shall carry further interest at 9% per annum from the date of award till the payment is effected.

Kolkata Ombudsman Centre
Case No. 746/11/002/NL/03/2011-12
Shri Saurabh Kumar Sinha

-vs-

The New India Assurance Company Ltd.,

Date of Order : 29th January, 2013

FACTS/SUBMISSIONS

This complaint was filed against partial repudiation of claim under Policy Schedule cum Certificate of Insurance issued by the New India Assurance Company Ltd.

The complainant, Shri Saurabh Kumar Sinha had stated in his complaint dated 10.03.2012 that his vehicle bearing no. UP32 CS 8976 was insured with an IDV of Rs.3,79,526/-. On 10.04.2010 while he was going to Hazaribagh from Dhanbad, the said vehicle met with an accident. He intimated the incident to the insurance company in time.

He lodged a claim to the insurance company on 12.04.2010 with all relevant documents. Subsequently, the insurance company appointed a surveyor to survey his damaged vehicle. Neither he was intimated about his identity nor did the surveyor contact him for any discussion towards repair of the vehicle. In the meantime he continued visiting the Libra Hyundai Service Co. and Libra got the vehicle ready on 20.07.2010 for which he paid Rs.1,65,119/-. The insurance company on the basis of loss voucher dated 04.02.2011 settled Rs.96,094/- towards full and final settlement.

The insurance company stated that Shri Saurabh Kumar Sinha had submitted a motor claim form on 19.04.2010 and estimate of repair dated 16.04.2010 from M/s Libra Hyundai. They deputed a surveyor for conducting the final survey who has inspected the vehicle at the repair's garage on 21.05.2010 and 02.06.2010 after dismantling the damaged vehicle. Subsequent to repairing of damaged vehicle and on the basis of information received from insured about completion of repairing job the surveyor again revisited the repair's garage on 31.07.2010 and inspected the vehicle. They had allowed subsequent to discussion with the repairer an amount of Rs.94,905/-. The final surveyor categorically confirmed the loss has been apprised to Workshop Manager and loss assessment was accepted on the basis of consent from the insured, who has authorized the repairer.

They have further stated that subsequent to verification of documents, claim was processed and approved by the competent authority for Rs.96,084/- on 20.01.2011. On receipt of discharge voucher dated 04.02.2011 duly signed by the insured they sent the claim cheque for Rs.96,084/- on 04.02.2011. On receiving the complainant's representation they discussed the

matter with the surveyor who confirmed that he disallowed the repair not consistent with the cause and nature of accident.

DECISION:

The complainant had approached this forum against partial repudiation of his motor claim. From the facts presented to this forum, we find that the complainant lodged a total loss claim against the accidental damages to his vehicle and the insurance company settled and paid the claim for Rs.96,048/- after receiving the duly signed discharge voucher from the complainant. The insurance company vide their letter dated 26.12.2012 have submitted their item-wise break-up of the claim from which we find that the complainant is further entitled to reimbursement of Service Tax charges for Rs.3,413/- payable on the labour charges and Rs.633/- against totalling mistake for their calculation and rest of the items have been allowed as per the estimate of the surveyor.

In view of the above, the insurance company was directed by Hon'ble Ombudsman to pay Rs.4,046/- (Rs.3,413/- + Rs.633/-) to the complainant.

**Kolkata Ombudsman Centre
Case No. 151/14/G1/NL/05/2012-13
Shri Rajesh Kumar Patwari**

-vs-

The New India Assurance Company Ltd.,

Date of Order : 22nd February, 2013

FACTS/SUBMISSIONS

This complaint is filed against delay in settlement of claim under Standard Private Car Package Policy issued by the New India Assurance Company Ltd.

The complainant, Shri Rajesh Kumar Patwari had stated that his Honda City 1.5 car bearing no. WB-02-Y-2115 was insured with an IDV of Rs.4,82,300/-. On 14.01.2011, when the vehicle was parked in front of his factory at Salkia, Howrah, it was dashed by a lorry and fell into a drain resulting in heavy damage. The incident was reported to the Malipachghora Police Station, Howrah and AN F.I.R No. 15/11 dated 14.01.2011 was lodged. The accident was intimated to the insurance company and a claim was lodged for settlement. The damaged car was sent to the workshop M/s Pinnacle Honda on the same day and they issued an estimate of repair of Rs.5,57,831/-. The insurance company appointed a surveyor to assess the loss. On 27.01.2011 the Insured was informed by the garage that the car was not repairable as the body shell of the car was not available with them and the same was informed to the insurance company. But he did not receive any response from the insurance company till 31.01.2011. Subsequently on 02.03.2011 he received a cheque for Rs.2,56,300/- from the Insurance Company towards full and final settlement. He however, refunded the cheque requesting them to settle his claim on total loss basis. On his request the insurance company settled the claim on net of salvage basis and deducted salvage value for Rs. 2,25,000/- but from the market he obtained the highest salvage value for Rs.65,000/-. He requested to the Insurance Company to send the name of the salvage buyer, who was ready to purchase the salvage for Rs.2,25,000/-. Later on, the insurance company reviewed the claim and sent a letter to the Insured on 20.12.2011, vide which, they requested him to submit repairing bills/cash memos with an intention to settle the claim on repair basis. company and to give recommendation as per Form – P-III dated 02.07.2012.

The insurance company had stated that after receiving the claim intimation on 18.01.2011, they deputed the surveyor for amendment of the loss of the insured vehicle. As the complete body shell was not available with M/s Pinnacle Honda (repairer), the surveyor opined that the damaged vehicle was repairable with peacemeal replacement of damaged body shell. But the Insured did not repair the vehicle, instead brought back the vehicle in his own garage. On 02.06.2011 the Insurance Company offered the insured for Rs.2,56,000/- as full and final

settlement of the claim on Net of Salvage Basis based on Surveyor's assessment. But the insured was insisting for settlement on Total Loss Basis and returned the cheque vide his letter dated 22.06.2011.

But according to the Surveyor, the vehicle was well repairable as mono construction of the said vehicle was only damaged. Mechanical portion i.e., power unit and power transmission systems were totally unaffected. They also obtained another expert opinion from a Senior Motor Surveyor who also opined that the body shell was repairable with piecemeal replacement of damaged portion of body shell. Complete replacement of entire body shell was not required. He also confirmed that M/s Pinnacle Honda, Authorized Dealer of Honda has got repairing tools and latest technology to carryout repairing job of accidental damaged body shell. In his opinion, they were competent to repair such damaged body shell with perfection and accuracy. The Insurance Company accordingly advised the insured to repair the vehicle as he was not satisfied with Net of Salvage settlement and preferred for total loss settlement. Finally they issued a letter dated 20.12.2011 requesting the insured to submit the repairing bill/cash memos.

DECISION:

The complainant has approached this forum against delay in settlement of his claim for damages under Private Car Package Policy. From the facts presented to this forum we find that the insured vehicle with an IDV of Rs.4,82,300/- met with a serious accident and was badly damaged. The incident was reported both to the insurance company as well as to the police station in time. The car was sent for repair to the authorized workshop of Honda City where an estimate of repair of Rs.4,92,331/- was given. Under the repair basis the assessed loss was estimated at Rs.3,67,620/- and under net of salvage basis the loss was estimated at Rs.2,56,300/- (SI Rs.4,82,300/- less salvage value of Rs.2,25,000/- less policy excess of Rs.1,000/-). The insurance company offered the lower value and sent a cheque of Rs.2,56,300/- for settlement on net of salvage basis. The settlement was not accepted by the complainant and he challenged the basis of arriving at net salvage value of Rs.2,25,000/- . He has submitted a quotation from M/s J. Auto Centre with the highest salvage value offered for damaged car for Rs.65,000/-. The insurance company has not substantiated the value of salvage by any other offer letter or quotations from any salvage buyer. Under the circumstances the salvage value of Rs.2,25,000/- estimated by the surveyor cannot be accepted and in the absence of any other estimate available, they should consider the highest estimate of Rs.65,000/- obtained by the complainant. As per motor tariff if the aggregate cost of retrieval / repair of the vehicle exceeds 75% of the IDV, it should be treated as total loss. In this case, under repair basis, the cost of retrieval/repair comes to Rs. 3,67,620/- which is more than 75% of IDV (Rs. 4,82,300 x 75% = Rs. 3,61,720/-). Hence, as per guideline, the claim had to be settled on Constructive Total Loss basis.

In view of the above, the insurance company is directed to settle the claim on constructive total loss basis subject to deduction of compulsory excess. Regarding salvage the insurer may decide either to take over the damaged vehicle or deduct Rs.65,000/- as salvage value for the said vehicle from the claim amount. The insurance company was directed by Hon'ble Ombudsman to settle the above claim.

Kolkata Ombudsman Centre
Case No. 236/14/G10/NL/07/2012-13

Shri Dwijendra Nath Jha

-vs-

The New India Assurance Company Ltd.,

Date of Order : 28th March, 2013

FACTS/SUBMISSIONS

This complaint was filed against delay in settlement of claim under Private Car Package Policy issued by Bajaj Allianz General Insurance Company Ltd.

The complainant, Shri Dwijendra Nath Jha had stated in his complaint dated 28.06.2012 that his Maruti Suzuki Wagon R bearing registration no. WB-02W8716 was insured with an IDV of Rs.1,88,187/-. The said vehicle met with an accident on 13.11.2011. He lodged a claim to the insurance company on 14.11.2011. After lodging the claim he shifted his damaged vehicle to BAPW, the authorized workshop of the insurance company for repair under cashless arrangement. The authorized surveyor assessed the net loss at Rs.73,897/- and the company paid the charges directly to the repairer. However, before taking the delivery of the car he was informed by the workshop on 31.10.2012 that due to a fire incident on 17.01.2012, his car was totally damaged along with the property. He made two separate claims – one for repair of vehicle and the other for total loss due to fire, but his claims are still pending.

The insurance company in their written submission dated 16.10.2012 have stated that the complainant's vehicle bearing no. WB02W8716 was covered under private car package policy vide no. OG-11-2401-1801-00037967 for the period from 29.11.2010 to 28.11.2011 for a sum insured of Rs.1,88,187/-. On 13.11.2011 the said vehicle met with an accident and was sent to their authorized workshop for repairing. Their surveyor had ascertained the net loss at Rs.73,897/- . As per terms and conditions of the policy, cashless procedure was followed by them and the repair charges and other allied expenses to replace the damage parts were directly paid to the repairer. After repair of the said car the authorized workshop had advised the complainant to take the physical possession of the car but he failed / neglected to take the physical possession of the car.

They further stated that during the ensuing period, the first policy had lapsed and based on the existing facts a renewed policy was issued vide policy no. OG-12-2401-1801-00039089 for the period from 29.11.2011 to 28.11.2012. During the subsistence of the second policy on 31.01.2012, information was received from the said workshop that the garage had caught fire on 17.01.2012 and all the properties got damaged including the said car. The workshop was covered under a valid insurance cover and as such the insurance company is liable to pay the complainant for the loss caused. The liability of the insurance company extends upto the insured declared value and as per second policy the IDV is Rs.1,62,526/- and they are liable to pay the complainant the above amount only. Accordingly they advised the complainant to accept the settlement of the claim for Rs.1,62,526/- under the second policy.

DECISION:

The complainant had approached this forum against delay in settlement of his claim under Private Car Package Policy issued by the Bajaj Allianz General Insurance Company Ltd. From the facts presented to this forum, we find that the said vehicle was insured for the period from 29.11.2010 to 28.11.2011. The said vehicle met with an accident on 13.11.2011 and was sent to the workshop for inspection and repairs. The authorized surveyor assessed the loss at Rs.73,897/- and the amount was paid by the insurer on cashless basis directly to the workshop. While the car was still in the garage, the policy was renewed for the period from 29.11.2011 to 28.11.2012. Meanwhile a fire took place in the workshop on 17.11.2012 in which the car was totally damaged. The complainant has preferred two claims, one for the repairs and the other for total loss of the vehicle. The insurance company has offered full IDV of the car of Rs.1,62,526/- for total loss but rejected the claim for the repairs as this was settled on cashless basis and paid directly to the repairer. The complainant has confirmed that he has not paid any repair charges to the workshop. Therefore, as per principle of indemnification he is not entitled to get repair charges. In that case he will be benefited more than the loss suffered by him. The insurance company cannot pay the repair charges twice.

After careful evaluation of all the facts and circumstances of the case, we are of the opinion that the decision of the insurance company to settle the claim on the basis of full IDV of the vehicle is correct and the same is upheld. The insurance company was directed by Hon'ble Ombudsman to pay the above Rs.1,62,526/- (Rupees one lakh sixty two thousand five hundred twenty six only) to the complainant.

**Kolkata Ombudsman Centre
Case No. 356/14/G8/NL/08/2012-13**

Shri Pankaj Kumar Mahto

-vs-

Reliance General Insurance Company Ltd.,

Date of Order : 14th March, 2013

FACTS/SUBMISSIONS

This complaint was filed against delay in settlement of claim under Private Car Vehicle Certificate cum Policy Schedule issued by Reliance General Insurance Company Ltd.

The complainant, Shri Pankaj Kumar Mahto has stated in his complaint dated 07.08.2012 and 23.08.2012 that his Maruti 800 car bearing no. BR-36 4821 was insured with an IDV of Rs.1.15 lakh. The said vehicle was stolen in the night of 18/19.04.2010. He lodged an F.I.R to the Pathargama Police Station on 19.04.2010 and a charge sheet was submitted on 31.07.2010 against unknown miscreants. He intimated the same to the insurance company on 19.07.2010.

The insurance company vide their letter dated 02.01.1011 requested him to submit certain documents including original keys for settlement of the claim. He submitted the documents along with one key, which was duly acknowledged by them. However, his claim is not yet settled.

The insurance company in their written submission dated 19.12.2012 have stated that on receiving the claim request from the complainant he was asked to submit certain documents including original keys. But the same was not submitted. Thereafter they sent reminders on 02.01.2011 and 16.03.2011 but there was no compliance. Finally they sent a letter on 12.09.2011 asking the complainant to submit the documents. As the same were not provided, the claim was closed by them.

DECISION:

The complainant has approached this forum against delay in settlement of the claim as the documents submitted by the complainant got destroyed in a fire incident. The insurance company is ready to settle the claim on the basis of the copies of the documents. The complainant is ready to submit the copies of the available documents and the original key. The insurance company was directed by Hon'ble Ombudsman to settle the claim and pay the same as per terms and conditions of the policy.
