

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, STATE OF KARNATAKA
(UNDER RULE NO: 16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)

OMBUDSMAN – SHRI VIPIN ANAND

In the matter of **MR. VASANTH KUMAR C V Vs BAJAJ ALLIANZ GENERAL INSURANCE CO. LTD.**

Complaint No: BNG-G-005-2122-0034

Award No.: IO/(BNG)/A/GI/0018/2021-22

1	Name & Address of the Complainant	Mr. Vasanth Kumar C V S/o Venkatramu, Chagaleti, Bangalore North Bangalore, Karnataka - 562147 Mobile: 9743957523 Email: cvvasanth123@gmail.com
2	Policy Number(s) Type of Policy Duration of Policy/ Policy Period	OG-21-1701-1801-00010502 Private Car Package Policy 08.08.2020 to 07.08.2021
3	Name of the Policyholder/Proposer Name of the Insured	Mr. Vasanth Kumar C V
4	Name of the Insurer	Bajaj Allianz General Insurance Co. Ltd.
5	Date of repudiation	05.01.2021
6	Reason for repudiation	No insurable interest
7	Date of receipt of the Annexure VI A	19.07.2021
8	Nature of complaint	Total Repudiation of claim
9	Amount of claim	Rs.2,54,442/-
10	Date of Partial Settlement	NA
11	Amount of relief sought	Rs.2,54,442/-
12	Complaint registered under Rule no.	13 (1) (b) of Insurance Ombudsman Rules, 2017

13	Date of hearing through Online VC	24.11.2021
14	Representation at the hearing	
	a) For the Complainant	Absent
	b) For the Respondent Insurer	Prabhakar Naik
15	Complaint how disposed	Disallowed
16	Date of Award/Order	27.12.2021

17. Brief Facts of the Case:

The complaint emanated from denial of vehicle's total loss claim by Respondent insurer (hereafter referred to as RI). Complainant represented to Grievance Redressal Officer (GRO) of RI for reconsideration of his claim. However his plea was not considered favourably. Hence the complainant approached this Forum for resolution of his grievance.

18. Cause of Complaint:

a) Complainant's arguments: The Complainant submitted that his vehicle i.e. Maruti Swift bearing registration number KA-04-MN-9833 (hereinafter referred as Insured Vehicle - IV) was insured with the RI with IDV of Rs.2,54,442/- for the period from 08.08.2020 to 07.08.2021. IV met with an accident on 20.11.2020 while his friend Mr. Karthik T D was travelling from Channarayanaapatana to Bangalore. The driver Mr. Rakesh T D (brother of Mr. Karthik T D) on wheel lost his control when a dog came across the road. IV dashed with the divider and toppled and completely damaged without major injury to the riders. Total loss claim of the IV was submitted to the RI. In response the claim documents the RI sought for the clarification about the IV being sold to Mr. Karthik T D and produced a sale deed of the same. The Complainant vide letter dated 31.12.2020 confirmed the RI that the IV being his lucky vehicle and the registration number as per his birth star also, he has not given any sale deed as stated by the RI and the IV was still in his name. The RI did not consider his clarifications and repudiated the claim vide letter dated 05.01.2021 stating that there was no insurable interest with the complainant as the IV was sold at the material time of accident. Thereafter he approached GRO of RI with clarification vide email dated 17.02.2021 and stated that the IV was initially purchased by him at TRUE VALUE second showroom and accordingly registered in his name since 13.06.2018 with hypothecation with financier – Indus Bank. In 2019, due to laps of EMI the IV was seized by the financier. In 1st week of August 2020, he was informed by his friend Mr. Karthik T D that the IV is at Golden Thirumala Car Bazaar for resale. Upon the Complainant's instruction the IV was purchased back from Golden Thirumala Car Bazaar for Rs.4,20,000/- and was regularly used by Mr. Kartik T D. However his plea to consider the claim was not considered favourably. Hence the complainant approached this Forum for resolution of his grievance.

b) Respondent Insurer's Arguments: The RI in their Self Contained Note (SCN) dated 30.08.2021 whilst admitting issuance of policy and preferring the claim submitted that they appointed the surveyor and investigator to assess the loss and collected the documents. It was found that at the relevant time of loss complainant was not having insurable interest over the IV. Complainant had transferred /sold the ownership of the IV in favour of Mr. Karthik TD before the date of loss. Mr. Karthik TD was in possession of the IV at the time of loss and this fact is very much clear and evident from copy of sale agreement issued by Golden Thirumala Car Bazar. The insurable interest is essential pre- requisite to raise entitlement of claim under the policy. Therefore the claim was repudiated and informed through letter dated 05.01.2021.

Complainant has acted in gross violation of relevant provisions of Indian Motor Tariff, which provide that the change in ownership has to be applied for within fourteen days of transfer of ownership and read as:

“GR. 17. Transfers On transfer of ownership, the liability only cover, either under a liability only policy or under a Package policy, is deemed to have been transferred in favour of the person to whom the motor vehicle is transferred with effect from the date of transfer. The transferee shall apply within fourteen days from the date of transfer in writing under recorded delivery to the insurer who has insured the vehicle, with the details of the registration of the vehicle, the date of transfer of the vehicle, the previous owner of the vehicle and the number and date of the insurance policy so that the insurer may make the necessary changes in his record and issue fresh Certificate of Insurance.

In case of Package Policies, transfer of the “Own Damage” section of the policy in favour of the transferee, shall be made by the insurer only on receipt of a specific request from the transferee along with consent of the transferor. If the transferee is not entitled to the benefit of the No Claim Bonus (NCB) shown on the policy, or is entitled to a lesser percentage of NCB than that existing in the policy, recovery of the difference between the transferee's entitlement, if any, and that shown on the policy shall be made before effecting the transfer. A fresh Proposal Form duly completed is to be obtained from the transferee in respect of both liability only and Package Policies.

Transfer of Package Policy in the name of the transferee can be done only on getting acceptable evidence of sale and a fresh proposal form duly filled and signed. The old Certificate of insurance for the vehicle, is required to be surrendered and a fee of Rs.50/- is to be collected for issue of fresh Certificate in the name of the transferee. If for any reason, the old Certificate of Insurance cannot be surrendered, a proper declaration to that effect is to be taken from the transferee before a new Certificate of Insurance is issued”

The IV was purchased by Mr. Karthik T D in the month of august 2020 for Rs.4,20,000/- and he paid Rs.4,14,500/- through RTGS to Thirumala Cars on 07.08.2020. As per agreement it is shown that the car was purchased by Mr. Karthik T D and was sold by Venkatesh of Golden Thirumala

Car Bazar. GR.17 shows that in case of package policy, the policy will be transferred only on compliance with the following conditions: - (i) on specific request of transferee with consent letter of transferor, (ii) fresh proposal form from transferee duly signed, (iii) acceptable evidence of Sale, (iv) surrender of earlier certificate of insurance, (v) on payment of Rs.50/- for issuance of fresh certificate in the name of the transferee. The Complainant failed to do the compliance as per GR 17.

In view of their submissions, the RI prayed for passing an appropriate order.

19. Reason for Registration of complaint:

The complaint falls within the scope of the Insurance Ombudsman Rules, 2017.

20. The following documents were placed for perusal:

- a. Complaint along with enclosures,
- b. Respondent Insurer's SCN along with enclosures and
- c. Consent of the Complainant in Annexure VIA & and Respondent Insurer in VII A

21. Result of personal hearing with both the parties (Observations & Conclusions):

Personal hearing by the way of online Video-conferencing through GoTo Meet was conducted in the said case. Complainant was absent whereas Representatives of RI joined using online VC and presented the case. Confirmation from all the participants about the clarity of audio and video was taken to which the participants responded positively. Representative of RI reiterated their earlier submissions.

This Forum has perused the documentary evidence available on record and the submissions made by both the parties during the personal hearing. The dispute is whether the repudiation of IV's total loss claim under the policy is in order or not.

Forum notes from the Complainant's letter addressed to the Forum that IV was purchased on 13/06/2018 by Complainant from TRUE VALUE and it was seized by its Financier due to default of EMI in 2019. Alleged friend of Complainant- Mr. Karthik finds the IV for sale at Thirumala Cars Bazar and in 1st week of Aug 2020, upon the Complainant's instruction he buys it for 4.2 Lakhs. Saving account's statement pertaining to Mr. Karthik T D reveals a RTGS transfer is done on 07/08/2020 of Rs.4,14,500/- by Karthik to Thirumala Cars. The same is evident from the Sale Agreement issued on letter head of Golden Thirumala Car Bazar which reveals that the IV was sold to Mr. Karthik T D. The IV continued to be in the name of Complainant but Mr. Karthik possessed & used regularly and it got damaged in an accident on 20/11/2020.

Accordingly, Mr. Karthik T D was having insurable interest in IV as on date of accident but the insurance policy was not in his name. He neither applied to get the IV transferred nor to get its insurance policy in his name. Thus, there is *gross violation of relevant provisions (GR 17) of Indian Motor Tariff 2002* laid down by Tariff advisory Committee in accordance with the provisions of Insurance Act 1938.

Under the circumstances of the fact the Forum concurs with the decision of the RI. The complaint is disallowed.

A W A R D

Taking into account the facts and circumstances of the case and the submissions made by both the parties and documents available on record, Mr. Vasanth Kumar C V himself admitted that the insured vehicle bearing registration number KA-04-MN-9833 was sold to Mr. Karthik T D. Accordingly, Mr. Vasanth Kumar C V was not having insurable interest in the said vehicle at time of accident and thus the claim for damage sustained to the said vehicle under the instant policy is not payable to him.

The Complaint is **Disallowed**.

Dated at **Bangalore** on the **27th** day of **December, 2021**.

(SHRI VIPIN ANAND)
INSURANCE OMBUDSMAN
FOR THE STATE OF KARNATAKA

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, STATE OF KARNATAKA
(UNDER RULE NO: 16/17 of THE INSURANCE OMBUDSMAN RULES, 2017)

OMBUDSMAN – SHRI VIPIN ANAND

In the matter of **Mr. Raghu T Vs ICICI Lombard General Insurance Co. Ltd.**

Complaint No: BNG-G-020-2122-0063

Award No.: IO/BNG/A/GI/0013/2021-22

- The Complaint emanated from delay in settlement of motor claim under policy No. 3001/MI-09960033/00/000 and Claim No. MOT11232602. Representation along with the RI could not be resolved. Hence the Complainant approached this Forum for relief. The complaint was registered on 07.10.2021.
- After scrutiny of the documents the Forum advised the R.I to review the claim. The R.I vide mail dt. 20.12.2021 informed the Forum that they reviewed the claim and settled Rs. 6,75,000/- against claimed amount of Rs. 6,75,000/- via DD dt. 01.12.2021 amounting to Rs. 3,44,000/- from salvage buyer and NEFT Transaction No.-CMS2289429970 amounting to Rs. 3,31,000/-. The Forum sent the mail to the complainant for his consent if agreeable. The complainant agreed for the settlement and gave his consent for closing the complaint via mail dt. 22.12.2021.
- The complaint was resolved on compromise basis wherein both have agreed for the same and hence, the Complaint is treated as **Closed** and **Disposed off** accordingly.

Dated at **Bangalore** on the **23rd** day of **December 2021**.

(VIPIN ANAND)
INSURANCE OMBUDSMAN
FOR THE STATE OF KARNATAKA

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, STATE OF KARNATAKA
(UNDER RULE NO: 17 OF THE INSURANCE OMBUDSMAN RULES, 2017)

OMBUDSMAN – VIPIN ANAND

In the matter of: **Mr. Shankarappa S Sunkad Vs Royal Sundaram General Insurance Co. Ltd.**

Complaint No: BNG-G-038-2122-0035

Award No.: IO(BNG)/A/GI/0012/2021-22

1	Name & Address of the Complainant	Mr. Shankarappa S Sunkad Plot #113, Sankalp Bldg, KIADB Layout Haliyal Road, Dharwad, Karnataka – 580003 Mobile: 9449820516 Email: ssssunkad@gmail.com
2	Policy Numbers Type of Policy Duration of Policy/ Policy Period	MOPL105974 Package Policy (Private Car) 30.05.2019 to 29.05.2022
3	Name of the Proposer/Policyholder Name of the Insured	Mr. Shankarappa S Sunkad
4	Name of the Respondent Insurer	Royal Sundaram General Insurance Co. Limited
5	Date of repudiation	NA
6	Reason for repudiation	NA
7	Date of receipt of Annexure VI-A	19.07.2021
8	Nature of complaint	Short settlement of motor own damage claim
9	Amount of claim	Rs.3,63,215/-
10	Date of Partial Settlement	14.12.2020
11	Amount of relief sought	Rs.48,048/- and compensation
12	Complaint registered under Rule no:	13 (1) (b) of Insurance Ombudsman Rules, 2017
13	Date of hearing through Online VC	26.11.2021
14	Representation at the hearing	
	a) For the Complainant	Self
	b) For the Respondent Insurer	Mr. Jaffer Sadhiq
15	Complaint how disposed	Allowed
16	Date of Award/Order	07.12.2021

17. Brief Facts of the Case: -

The Complaint emanated from the short settlement of claim lodged under the policy for damages sustained to the Complainant's car- Maruti Baleno, having registration number KA-25-MC-5812 (hereinafter referred as Insured Vehicle - IV). In spite of taking up the complaint with the Customer Service Department of the Respondent Insurer (hereinafter referred as RI), the same was not resolved and hence, the Complainant has approached this Forum for resolution of his grievance.

18. Cause of Complaint: -

a) Complainants argument: On 02.07.2020 while travelling via Yellapur - Sirsi Road, the IV got a sudden skid and hit the right side of hill which caused the accident. IV's front portion, right hand side, rear side and engine block were damaged. Since the repair of Engine Block was not possible same was recommended for replacement by the authorised workshop. The IV is covered under standard comprehensive policy with Add - On Coverage like zero depreciation, Engine protection cover, return to invoice etc. for period of 3 years. Internal parts of engine like pistons, cylinders, valves, seals etc. except the Engine Block were approved under claim. The IV was lying at workshop for more than 4 months for wants of approval for Engine Block replacement. Finally the claim of Rs.3,63,215/- was partially settled by the RI for Rs.3,15,167/- by disallowing Rs.48,048/- in respect of Engine Block stating that damages of Engine Block does not tally with cause and nature of the accident narrated in the claim form. Thereafter, on 18.03.2021 he represented with the GRO of the RI for consideration of his balance claim. Failing to receive any fruitful outcome he approached this Forum seeking relief in the matter.

b) Respondent Insurer's arguments: The RI in their Self-Contained Note received to Forum vide email dated 09.08.2021 whilst admitting issuance and coverage of policy submitted that upon intimation of the said claim a surveyor was appointed who after inspecting the vehicle forwarded a well-considered report to them and assessed the loss for Rs.3,23,581/-. After repair submitted the bill for Rs.3,63,215/-. As per the policy terms and conditions settled the payable claim of Rs.3,15,167/- in favour of the repairer on 01.12.2020. Repairer and the insured replaced haft engine assembly but the claim for only repair was payable and settled accordingly and only disallowed amount of Rs.48,048/- was in respect of the Engine Block which is not payable as per the terms and conditions of the policy.

19. Reason for Registration of Complaint: -

The complaint falls within the scope of the Insurance Ombudsman Rules, 2017.

20. The following documents were placed for perusal: -

- a. Complaint along with enclosures,
- b. SCN of the Respondent Insurer along with enclosures and
- c. Consent of the Complainant in Annexure VI A & Respondent Insurer in Annexure VII A.

21. Result of personal hearing with both the parties (Observations & Conclusions): -

Personal hearing by the way of Online Video-conferencing through GoToMeeting was conducted in the said case. Complainant and Representative of RI presented their case. Confirmation from all the participants about the clarity of audio and video was taken and to which the participants responded positively. During the course of hearing, both parties to complaint reiterated their earlier submissions.

The Complainant submitted that due to RI no response on approval request for engine block replacement the IV was lying for 4 months at the workshop and finally he himself insisted the workshop to start the IV repair work. The claim for final bill of Rs.3,63,215/- was short settled by disallowing the charges towards engine block replacement. He vehemently argued that in spite of having additional cover i.e. *engine protection* cover under the policy the RI did not allow the charges for replacement of the engine block which was beyond repair as per the authorised workshop. On the other hand the RI contended that as per surveyor report the damage to the engine block was not relevant to the accident and hence the claim was settled for the expenses except the engine block replacement charges.

This Forum has perused the documentary evidence available on record and the submissions made by both the parties during the personal hearing. The dispute is for short settlement of Rs.48,048/- in respect of IV's Engine Block of IV own damage claim under the policy.

Forum notes from the surveyor report dated 13.07.2020 is on letter head of the RI with no license details of the surveyor- Sathish Havale. It is not having detailed assessment, estimates, allowed/disallowed amount etc. but mentioning the net liability of Rs.3,19,850/-. Under the comment portion of the report it is written that "*Engine Block not relevant of the accident hence Block alone not considered in the assessment*".

Not relying on a sketchy surveyor report the Forum asked the RI to submit the claim settlement details but the RI failed to provide it. Instead they submitted *Liability Computation Sheet* wherein there is no mentioned of claimed/billed amount but only the paid/settled amounts and respective items.

Further, the workshop – Lekhya Motor vide email dated 15.09.2020 addressed to the RI recommended for the IV's engine assembly as follows: "*As we have discussed with our technical team and Surveyor Sathish Halave i.e. we cannot repair the engine block assembly, Because it is a K-series engine & there is no oversize piston & any parts related to engine assembly, all parts are standard size, Even if we carry the work with the repair there will be abnormal variation from engine, Kindly give us approval to replace the Engine Block Assembly & Related engine parts.*"

The Forum observes from the final invoice that there are various parts and/or labour charges pertaining to engine block which are tallying with the liability computation sheet provided by the RI. Accordingly it is noted that the RI actually allowed certain expenses of the engine parts but not all. Since the impugned policy is having the additional coverage for the engine protection the claim for engine parts should have been paid fully. The relevant wordings of the Engine protection coverage is as follows:

*'Engine Parts' shall mean all internal lubricated parts of the engine including pistons, pins and rigs, all pulleys camshaft, followers, cam bearings, connecting rods and bearings, crankshaft and main bearings, dipstick and tube, eccentric shaft, **engine heads and engine blocks**, engine mounts and cushions, engine torque strut, flywheel and flywheel ring gear, harmonic balancer, intake and exhaust manifolds, oil pan, oil pumps, push rods, valves, springs, guides,*

seats, and lifters, rocker arms, shafts, and bushings, timing covers, timing gears, chain, belt tensioners, retainers, vacuum pump, valve covers, and water pumps, fuel injection pump (for diesel engines only) and fuel heater (for diesel engines only).

Under the circumstances of the case and submission made by both the parties, the Forum does not concur with the decision of the RI for not allowing the replacement charges towards IV's Engine Block. Hence the settlement of claim is not found to be in order and in consonance with the terms and conditions of the policy. Accordingly the complaint is allowed.

A W A R D

Taking into account of the facts and circumstances of the case and the submissions made by both the parties and documents available on record, the Respondent Insurer is directed to settle the claim for balance amount of Rs.48,048/- along with interest from the date of submission of the last relevant document by the Insured till the date of payment of the claim as per Regulation 15(10) of IRDAI's Protection of Policyholders' Interests Regulations, 2017.

The Complaint is **Allowed**.

22. Compliance of Award: -

Attention of the Complainant and the Insurer is hereby invited to the following:

- a. The Complainant shall submit all requirements/documents required for compliance of award within 15 days of receipt of the award to the Respondent Insurer.
- b. As per Rule 17(6) of Insurance Ombudsman Rules, 2017, the insurer shall comply with the award within 30 days of the receipt of the award and intimate compliance of the same to the Ombudsman.

Dated at **Bangalore** on the **07th** day of **December, 2020**

(VIPIN ANAND)
INSURANCE OMBUDSMAN
FOR THE STATE OF KARNATAKA

PROCEEDINGS BEFORE - THE INSURANCE OMBUDSMAN, STATE OF M.P. & C.G.
(UNDER RULE NO: 16(1)/17 OF THE INSURANCE OMBUDSMAN RULE 2017)

OMBUDSMAN – RAVINDER MOHAN SINGH

Mr. Peeyoosh GuptaComplainant

V/s

HDFC ERGO General Ins. Co. Ltd.Respondent

COMPLAINT NO: BHP-G-018-2122-0058 ORDER NO: IO/BHP/R/GI/0012/2021-2022

1.	Name & Address of the Complainant	Mr. Peeyoosh Gupta QTR NO. 505, TMW Complex, Opp. Panchwati Guest House Irieen Nashik Road, Nasik 422101
2.	Policy No: Type of Policy Duration of policy/Policy period	2311100364699102000 Private Car Policy 22.10.2020 to 21.10.2021
3.	Name of the insured Name of the policyholder	Ms. Deepa Gupta Ms. Deepa Gupta
4.	Name of the insurer	HDFC ERGO General Ins. Co. Ltd
5.	Date of Repudiation/ Rejection	--
6.	Reason for Repudiation/ Rejection	--
7.	Date of receipt of the Complaint	03.09.2021
8.	Nature of complaint	Partial settlement of claim
9.	Amount of Claim	Rs. 25,000/-
10.	Date of Partial Settlement	
11.	Amount of relief sought	Rs. 25,000/-
12.	Complaint registered under Rule	Rule No. 13(1)(b) Ins. Ombudsman Rule 2017
13.	Date of hearing/place	09.12.2021 at Bhopal
14.	Representation at the hearing	
	a) For the Complainant	MrPeeyoosh Gupta over GoTo Meet App
	b) For the insurer	Mr Rahul Shringapure, Manager Legal overGoTo Meet App
15.	Complaint how disposed	Recommendation
16.	Date of Award/Order	09.12.2021

- Mr. Peeyoosh Gupta(Complainant) has filed a complaint againstHDFC ERGO General Ins.

Co. Ltd(Respondent) allegingpartial settlement of claim.

- **Brief facts of the Case –**

- **Contention of the complainant –**The Complainant states that the Company while settling the claim for the damaged car, due diligence has not been paid by the firm and requested for reconsidering the decision which has been rejected prompting him to approach the Ombudsman for grievance redressal. The details of the policy purchased for the carfrom HDFC ERGO are as follows: "Make FORD Policy No. 2311 1003 6469 9102 000 Model -FIGO - 1.2 Duratec Petrol T Period of Insurance From 22.10.2020 to 21.10.2021, Registration No MP-07-CC-2693 t RTO Gwalior Issuance, Chassis No. MAJ1XXMRJ1AB58664 Invoice No. 100364699102000 Cubic Capacity /Watts 1196 Seats 5 Year of Manufacture 2010 Body Type Hatchback, Engine No. AB58664 EIA No". Claim id C230021145261 was registered by HDFC ERGO for the above said vehicle. During the incident the LH front and rear door and with back bumper got damaged. As per the letter issued by the firm and subsequent communications the insurance company rejected the claim for replacement of rear left hand door and left hand back bumper stating it to be the old damages. He requested the firm to share the details available with then, based on which it has been concluded an old damage, but the same was not shared, The photographs clearly shows that there is fresh damage on the rear door also and the rear door itself was locked after the incident. The same can be compared with any photograph available with the insurance company. He had also requested grievance cell of the insurance company to pay for the recent damages of the rear lefthand door leaving the old damages but he received only lip services. Meanwhile, due to many communications with the insurance company he went through mental hardship and finally paid the entire amount from his pocket (as the insurance company paid only part payment) to take the

vehicle back from the Ford Workshop. The case has been dealt with by the Nashik branch of the insurance company and the car got repaired at Moharir Ford/Nashik centre.

- **Contention of respondent**-The respondent in their SCN have stated that a Private Car Package Policy was issued in the name of Ms. Deepa Gupta for vehicle Make: Ford, Model: Figo 1.2 Duratec Petrol. Tenure of policy was from 22.10.2020 to 21.10.2021. This policy was issued in accordance with the policy terms and conditions as approved by IRDA with IDV of Rs146736/-. An intimation for OD claim was made to Insurance Company on 02.08.2021 by the Authorized Service Center of Ford in Nashik namely Moharir Ford. Further as per claim form filled by the Insured, on 01.08.2021 on Jail Road, while taking turn through Circle, a two wheeler dashed into left side of the car causing damages. As soon as intimation was received, in-house Surveyor Mr. Prashant Patil were appointed to conduct Survey. Surveyor visited the Authorized Service Center of Ford Motors and inspected the damaged vehicle. It was also observed that there was previous claim in this Policy for accident date 25.11.2019. This claim was registered with the Company as claim number C230019373208. However this claim was for rear side of the car and a Claim of Rs. 5990.75 was paid. In the Present claim damages were found on Front Left door of the car. The replacement of this door was allowed as same was found in accordance with the cause of loss mentioned by the Insured. However Insured insisted on the paint and repair of the Left Rear Door as well, for which the Surveyor again observed and found that there were pre-existing damages on left rear door which can also be seen in Previous claim. Considering the same, Surveyor did not allow the painting of rear door as there were no significant losses to the rear door in current claim and accident occurred on 02.08.2021. The insured insisted on full repair of the rear left door which was denied by the Surveyor. However it is to be noted that the Front Left door damages were found to be significant and the replacement of Front Door was allowed as per applicable depreciations. As per repair work carried out, a total invoice of Rs.28,654/- was raised by the Repairer. Out of this amount, a claim of Rs.11461/- was paid to work shop directly. The Computation of

the claim is as follows: Total Invoice Amount : Rs.28654/-. Work Allowed by Surveyor : Rs.16997.11 Deductibles are as below - Policy excess -1000/ Salvage - 421/ Depreciation on metal parts 50% - 4510.50/ Depreciation on plastic parts 50% - 525.10 -Depreciation on paint material 12.5% - 727.40 Total insurance deductible - 7184.07 Insurance liability - 11656.89 Extra work done by insured - disallowed in insurance claim - 9813.04. It is further submitted that Insurance Company has carefully considered the claim and has paid the payable amount as per IMT and Policy Terms and Conditions. Hence the Complaint has no substance and is liable to be dismissed. The Company states that as per Several Rulings of National Commission, it is considered that Survey Report in any claim is one of the most important documents and should be accepted as evidence as it is. Also it is observed by Supreme Court that Survey Report is an important document and cannot be viewed lightly. Thus considering the above facts, we state that there was no deficiency in service conducted from Insurance Company and thus kindly dismiss the complaint.

- The Complainant has filed complaint letter, Annex. VIA and correspondence with respondent while respondent have filed SCN with enclosures.
- I have heard both parties over GoTo Meet app at length and perused paper filed on behalf of the complainant as well as the Insurance Company.
- **Observation and Conclusion:** During the hearing the complainant submitted that he had purchased a Car policy from HDFC Ergo policy No.23111003364699102000 for the period 22.10.2020 to 21.10.2021 registration No.MP-07CC 2693 RTO Gwalior. The car met with an accident and left hand front door, rear door and rear bumper got damaged. The respondent company has communicated to the complainant that the losses of rear left hand door and bumper were not payable as they are old damages. The complainant therefore requested this forum for settlement of his grievance.

During their turn, the respondent admitted to have issued the above policy. They submitted that an intimation of OD claim for Rs.28,654/- was made to insurance company on 02.08.2021 by the authorized service center of FORD in Nashik, named Moharir FORD

and the claim was paid for Rs.11,461/-. The cause of the accident was that on a turning through the circle a two wheeler dashed into left side of the car and caused damage. Mr Prashant Patil was appointed to conduct survey. The respondent further submitted that there is a previous claim in this policy for accident dated 25.11.2019. This claim was for the rear side of the car and a claim of Rs. 5990.75 was paid. In the present claim the front left door of the car was damaged and the replacement of the same was allowed. The surveyor did not allow replacement of left rear door as demanded by the complainant. As surveyor insisted that they were pre-existing damages.

On arguments and counter arguments, the respondent came forward to settle the claim on repair basis for the rear door for Rs.5,000/-. This was accepted by the complainant. Thus, the complaint is resolved by mutually agreement between both parties.

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| <p><u>AWARD</u></p> <p>The matter within parties has been resolved mutually, hence the complaint is decided in terms of mediation/mutual agreement with directions to the respondent to settle the claim on repair basis for rear door for Rs.5,000/- (Rupees Five Thousand only) within 30 days from the date of receipt of this Award.</p> |
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- Let copies of the order be given to both the parties. Compliance shall be intimated to this forum.

Place : Bhopal
Date: 09.12.2021

(RAVINDRA MOHAN SINGH)
INSURANCE OMBUDSMAN

OMBUDSMAN – RAVINDRA MOHAN SINGH

MrUttam Prajapati.....Complainant

V/s

United India Insurance Co. Ltd.....Respondent

COMPLAINT NO: BHP-G-051-2122-0060 ORDER NO: IO/BHP/A/GI/014/2021-2022

1.	Name & Address of the Complainant	MrUttam Prajapati Alanknanda School, Ward No-1, Mandideep
2.	Policy No: Type of Policy Duration of policy/Policy period	1911813118P104116804 Motorcycle /Scooter Package Policy 26.06.2018to 25.06.2019
3.	Name of the insured Name of the policyholder	Uttam Prajapati As Above
4.	Name of the insurer	United India Insurance Co. Ltd
5.	Date of Repudiation/ Rejection	25.03.2021
6.	Reason for Repudiation/ Rejection	Late intimation of theft-Violation of condition1
7.	Date of receipt of the Complaint	30.08.2021
8.	Nature of complaint	Non Settlement of claim amount
9.	Amount of Claim	Rs.36765/-
10.	Date of Partial Settlement	--
11.	Amount of relief sought	Rs.53000/- with 12% annual Interest
12.	Complaint registered under Rule	Rule No. 13(1)(b) Ins. Ombudsman Rule 2017
13.	Date of hearing/place	On 10.12.2021 at Bhopal
14.	Representation at the hearing	
	c) For the Complainant	MrUttam Prajapati over GoTo Meet App
	d) For the insurer	Mr Manoj Kumar Batham, Deputy Manager over GoTo Meet App
15.	Complaint how disposed	Allowed
16.	Date of Award/Order	10.12.2021

- MrUttam Prajapati(Complainant) has filed a complaint against United India Insurance Co. Ltd.(Respondent) alleging Non settlement of theft claim of his Motor Cycle.
- Brief facts of the Case –

- **Contention of the complainant** - The Complainant has stated that he has taken a policy for his new Motor Cycle MP 38 ML 1946 vide no from Co.1911813118P104116804 from 26.06.2018 to 25.06.2019. His Motor cycle was stolen on 29.09.2018 from Mandideep opposite bank ATM. He intimated the theft to insurance co. and submitted all the documents. But Co. rejected the claim by giving the reason that he had lodged the FIR and informed to the Co. after 6 days from date of theft whereas theft intimation to the office should have given within 24 hrs. He clarified the reason vide letter dated 13.07.2021 that when he approached to Police Station for FIR, the police asked him to intimate through letter which he submitted (duly acknowledged) again approached next day than Police said they are searching the vehicle. When he approached for intimation to insurance Co, the staff of the co. said that 'Intimate with FIR and denied for intimation. Finally, after not able to trace the vehicle, police lodged the FIR on 03.10.2018. Afterwards he could inform to insurance on 04.10.2018 attaching the FIR. During Co's investigation he provided all the documents, keys etc to investigator. Later, after 3 years co rejected the claim giving the reason that claim was intimated after 6 days from theft. Whereas claim should be informed to co within 24 hrs. Hence it is violation of condition no.1 of the policy.
- **Contention of respondent**- The respondent in their SCN have stated that insurance Policy of referred vehicle was issued from respondent vide no 1911813118P104116804 from 26.06.2018 to 25.06.2019. The vehicle was stolen from Desi kalari, SatlapurJodMandideep on 28.09.2018. The FIR was lodged vide FIR no 063/2018 on 03.10.2018 at P.S Mandideep. The claim was intimated to MO Obdullaganj on 03.10.2018. The claim was made NO Claim due to late intimation to office and late filing of FIR i.e after about 5 days due to violation of policy condition no 1 stating the condition that claim should be immediately brought in writing to the notice of Office and in case of theft case to the notice of police and the FIR should be lodged immediately. Due to the above not followed by the insured the claim is made 'No Claim'.

- The Complainant has filed complaint letter, Annex. VIA and correspondence with respondent while respondent have filed SCN with enclosures.
- I have heard both parties over GoTo Meet App at length and perused paper filed on behalf of the complainant as well as the Insurance Company.
- **Observation and Conclusion** :During the hearing, the complainant submitted that he had bought a Motor Policy for his motorcycle MP-38ML2946 vide cover note No.1911813118P104116804 for the period 26.06.2018 to 25.06.2019 and his motorcycle was stolen on 28.09.2018 from Mandieep Opposite Bank ATM. He intimated the theft to insurance company and submitted all documents. The claim was rejected by giving the reason that he had lodged the FIR and informed to the company after 6 days from the date of theft whereas theft intimation should have been given within 24 hours. The complainant further submitted that he had clarified to the Company vide letter dated 13.07.2021 that when he approached the police station for FIR the police asked him to intimate through letter which he submitted (duly acknowledged). He again approached next day to the police and they said they are searching for the vehicle. The complainant further maintained that when he approached for intimation to the insurance company the staff of the company said that you intimate with FIR and refused to take the intimation. Finally when police could not trace the vehicle they lodged the FIR on 03.10.2018. Therefore, as guided /asked by the insurance company staff, the complainant informed the insurance company on 04.10.2018 along with the FIR. The company investigated the matter and collected all documents from the respondent. Now after three years the claim is rejected giving the reason that claim was intimated after 6 days from theft.

During their turn, the respondent admitted to have insured the motor vehicle for the said period and they maintained that the claim was rejected because it was intimated late and was not intimated within 24 hours.

I have heard both the parties and looking into the fact that the complainant has intimated the police immediately i.e. on 28.09.2018 and the police due to their procedural

requirements and as their routine way of working did not register the FIR immediately hoping that the vehicle would be traced and recovered, as it happens in some cases. In this particular case, when the police after all its efforts could not trace the vehicle, they registered the FIR on 03.10.2018. All these documents have been submitted by complainant to the respondent company.

The complainant is on record during the video meeting that he had visited the insurance company immediately to intimate the theft but the insurance company did not accept the intimation letter and asked him to intimate along with the FIR. The complainant has also informed the insurance company about the reason for delay vide their letter dated 30.07.2021.

In view of the foregoing, I am of the considered opinion that there is no material delay on the part of the complainant in informing the theft to the respondent. Hence, the complaint is admissible.

AWARD

The complaint filed by Mr Uttam Prajapati is allowed and respondent is directed to settle the claim within 15 days from the date of receipt of this award.

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- Let copies of the award be given to both the parties. Compliance shall be intimated to this forum.

Place : Bhopal

Date: 10.12.2021

(RAVINDRA MOHAN SINGH)
INSURANCE OMBUDSMAN

OMBUDSMAN – RAVINDRA MOHAN SINGH

Mr.Avadh Naresh Patel.....Complainant

V/S

Oriental Insurance Co Ltd.....Respondent

COMPLAINT NO: BHP-G-050-2122-0074 ORDER NO: IO/BHP/A/G/0015/2021-2022

1.	Name & Address of the Complainant	Mr. Avadh Naresh Patel Purani PP colony ,Gwarighat, Jabalpur M.P
2.	Policy No: Type of Policy Duration of policy/Policy period	152900/31/2020/638 Private Car Package Policy 11.04.2019 to 10.04.2020
3.	Name of the insured Name of the policyholder	Mr. Avadh Naresh Patel As above
4.	Name of the insurer	Oriental Insurance Co Ltd
5.	Date of Repudiation/ Rejection	24.11.2020
6.	Reason for Repudiation/ Rejection	Non Disclosure of material fact
7.	Date of receipt of the Complaint	21.07.2021
8.	Nature of complaint	Non settlement of claim
9.	Amount of Claim	Rs.3,00,000/-/-
10.	Date of Partial Settlement	--
11.	Amount of relief sought	Rs.3,00,000/-
12.	Complaint registered under Rule	Rule No. 13(1)(b) Ins. Ombudsman Rule 2017
13.	Date of hearing/place	10.12.2021 at Bhopal
14.	Representation at the hearing	
	e) For the Complainant	Mr Avadh Naresh Patel over GoTo Meet App
	f) For the insurer	MrAnandamDhurve, Divisional Manager over GoTo Meet App
15.	Complaint how disposed	Allowed
16.	Date of Award/Order	10.12.2021

- Mr. Avadh Naresh Patel (Complainant) has filed a complaint against Oriental Insurance Co Ltd (Respondent) alleging non settlement of claim of his car.
- **Brief facts of the Case –**
- **Contention of the complainant-** The complainant has stated that he had purchased a 2nd hand Chevrolet Car MP-22 CA 2034, on 04.12.2018, from earlier owner by Shri Om

Prakash Dubey, through Indian Auto Deal Jabalpur and paid Rs. 385000/-. He got only online printout copy of Registration. The dealer has not given him any documents i.e insurance , registration. So he has to taken a fresh 'Nil Dep' Policy from insurance co. through agent for the value of Rs. 3 lakhs. For that the agent taken the photos of vehicle, registration copy (extracted through online) and got signed the proposal. Then insurance co. has issued the NIL Dep policy for Rs. 3 lakhs from 11.04.2019 to 10.04.2020. His Car met with accident on 05.04.2020 which he intimated on mail. Then after lockdown he shifted the car to Repairer and submitted the estimate of Rs 4,98,152/- from First Choice (Shri Sai Motors) to insurance co. The surveyor who assessed the loss has informed him that his vehicle is not repairable. It will go in Total Loss. Later Insurance Co. asked him on 22.10.2020 to provide the previous insurance policy taken by earlier / first owner Mr. Om-prakash dubey from National Insurance Co. Which he obtained from National Ins Co and submitted with existing insurance co. The Oriental Insurance Co , on mail dated 25.11.2020 rejected the claim with the reason that he has not disclosed the 'NIL dep status' of previous insurance policy and taken a Nil dep policy from oriental ins co . Whereas his policy issuing office has confirmed to the dealing claim officer , vide mail dated 11.11.2020 that vehicle was insured after due inspection and verification of documents. He further stated that he was not aware of previous insurance policy. That is why he has to take the fresh insurance after payment of premium for NIL Dep cover. If existing policy does not cover NIL dep, then Co should be directed to refund NIL Dep premium with interest and settle his claim with 12 % interest.

• **Contention of the respondent-** The respondent has stated that insured has taken a 'NIL DEP' policy for Chevrolet beat Car MP-22-CA-2034 (ENG.32390108 CH. CT066936), Make 2013, vide Pol no 152900/31/2020/638 from 11.04.2019 to 10.04.2020. The ownership got transferred on 04.12.2018. The vehicle was insured previously with National Insurance Co. Ltd, through Private Car package Policy (incl. Add on cover) vide policy no 320700311810002931 in the name of Mr. Om Prakash Dubey from 17.07.2018 To

16.07.2019. Respondent stated further that he was not aware about the details of purchase of subject vehicle by the proposer/insured. He has not submitted the documents i.e transferred R.C, previous year insurance policy, So policy was issued with period of insurance, IDV & premium taken in the Proposal submitted duly signed with office. On 10.04.2020 for accident occurred on 05.04.2020. Office received the intimation with Estimate of Rs.4,98,152/- of repair 31.07.2020 as per office record. Before processing the claim office came to know that the subject vehicle is already insured upto 16.07.2019 with National Insurance Company in the name previous owner Shri Om Prakash Dubey which has not been disclosed by the insured. This was concealed the material fact by proposer/insured to the at the time insurance. It is the duty of proposer/insured to disclose the previous insurance nor the duty of Insurer while the renewal of insurance of other insurer. He took the benefit of ADD-ON coverage i.e., Nil Depreciation benefit for the sake of obtaining claim. So, the claim has been repudiated on the principle of Breach of principle of insurance i.e., Utmost Good Faith and Concealment of Material Facts.

- The complainant has filed complaint letter, Annex. VI A and correspondence with respondent, while respondent have filed SCN with enclosures.
- I have heard both the parties over GoTo Meet App at length and perused papers filed on behalf of the complainant as well as the Insurance Company.
- **Observation and Conclusion** - On hearing the complainant submitted that he has purchased a second hand Chevrolet Car MP-22-CA-2034 on 04.12.2018 from earlier owner Shri Om Prakash Dubey through Indian Auto Deal, Jabalpur and paid Rs.3,85,000/-. The complainant further submitted that he got the copy of the Registration book online and the dealer did not give him any other document like insurance papers. So, he took a fresh policy on NIL Dep basis for Rs.3,00,000/-. The concerned Agent has taken photos of vehicle, registration copy and got the insurance proposal signed by the complainant. On the basis of which the respondent company issued a NIL Dep policy for Rs.3 lacs from 11.04.2019 to 10.04.2020. The complainant further submitted that his car met with an accident on

05.04.2020 and it was intimated to the insurance company by mail. Then after lockdown he shifted the car to repairer and submitted an estimate of Rs.4,98,152/- from First Choice (Shri Sai Motors) to the insurance company. The surveyor had assessed the loss and had informed that the vehicle is not repairable and will be settled on total loss basis. Later the respondent insurance company asked him to submit the previous insurance policy taken by earlier / first owner Mr. Om Prakash Dubey which he had taken from National Insurance Company. The complainant obtained that policy from Mr. Dubey and submitted it to the respondent company. The respondent company then rejected his claim on 24.11.2020 with the reason that he did not disclose the existence of previous insurance policy in order to get a NIL Dep from the Oriental Insurance Company. The complainant further said that he was not aware of previous insurance policy and that is why he took a new policy. He requested this forum that his claim may be settled and NIL Dep premium should be re-funded with 12% interest.

On their turn, the respondents admitted to having issued the above NIL Dep policy for Car NO.MP-22-CA-2034 make 2013 vide policy No.152900/31/2020/638 from 11.04.2019 to 10.04.2020. The respondent further submitted that the vehicle was earlier insured with National Insurance Company vide policy No.320700311 810002931 in the name of Mr Om Prakash Dubey 17.07.2018 to 16.07.2019. The ownership got transferred on 04.12.2018. The respondent argued that they were not aware about the details of purchase of subject vehicle by the purchaser /insured. He has not submitted the documents i.e. transfer RC, previous year insurance policy. So, the policy was issued with period of insurance and IDV on the basis of proposal form submitted to their office. After the accident on 10.04.2020 the claim was registered and processed and during that they came to know that there was an existing policy of National Insurance Co. in the name of Mr. Om Prakash Dubey which has not been disclosed by the complainant. This was taken as concealment of the material fact by the insured and so the claim has been rejected on the Principle of Breach of Insurance i.e., Utmost Good Faith and concealment of material facts.

I have heard both the parties and I observe that the respondent company have underwritten the proposal and issued the policy after due verification of the facts by their Agents. The subject car has been bought by the complainant from Mr. Om Prakash Dubey and at that time there was a policy in existence from National Insurance Company for the period 17.07.2018 to 16.07.2019. This fact as the complainant has submitted was not known to him. Presuming that even if that policy was known to the complainant once the vehicle is sold, it has been insured in the purchaser's name only and then only the risk is covered. There has to be a transfer of ownership both on the registration book and in the policy. In the subject case, when the vehicle was offered for insurance to the respondent company, they have issued the policy with certain terms and conditions which at this juncture i.e., after a claim has occurred, they cannot deny if it falls within the four corners of the policy. In this case, a policy is issued by the respondent company to the complainant and therefore this being a law of contract they have to abide by the conditions in the contract. Hence the complaint is admissible.

AWARD

The complaint filed by Mr Avadh Naresh Patel is allowed and respondent company is directed to settle the claim as per NIL Dep status of the policy within 30 days from the date of receipt of this award.

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- Let copies of the award be given to both the parties. Compliance shall be intimated to this forum.

Place : Bhopal

Date: 10.12.2021

(RAVINDRA MOHAN SINGH)
INSURANCE

OMBUDSMAN

OMBUDSMAN – RAVINDRA MOHAN SINGH

AnkleshRajpoot.....Complainant

V/s

United India Insurance Co. Ltd.....Respondent

COMPLAINT NO: BHP-G-048-2122-0062 ORDER NO: IO/BHP/A/GI/0017/2021-2022

1.	Name & Address of the Complainant	Mr. Anklesh Rajpoot Vill-SinpurSatgua, The- Kesali, Distt-Sagar MP
2.	Policy No: Type of Policy Duration of policy/Policy period	190782312P101431157 Private car Package Policy 20.05.2020to 19.02.2021
3.	Name of the insured Name of the policyholder	Mr. Anklesh Rajpoot As above
4.	Name of the insurer	United India Insurance Co. Ltd
5.	Date of Repudiation/ Rejection	11.06.2021
6.	Reason for Repudiation/ Rejection	Non disclosure of material fact & wrong documents submission.
7.	Date of receipt of the Complaint	14.09.2021
8.	Nature of complaint	Non Settlement of claim amount
9.	Amount of Claim	Rs.93,000/-
10.	Date of Partial Settlement	-
11.	Amount of relief sought	Rs.93,000/-
12.	Complaint registered under Rule	Rule No. 13(1)(b) Ins. Ombudsman Rule 2017
13.	Date of hearing/place	On16.12.2021 at Bhopal
14.	Representation at the hearing	
	g) For the Complainant	Mr. Anklesh Rajpoot over Go To Meet App
	h) For the insurer	Mr. Sushil Chouhan, Dy.Manager over Go To Meet Aplp
15.	Complaint how disposed	Allowed
16.	Date of Award/Order	16.12.2021

- Mr. AnkleshRajpoot(Complainant) has filed a complaint against United India Insurance Co. Ltd.(Respondent) alleging Non settlement of claim of his Car.

- **Brief facts of the Case –**

- **Contention of the complainant :**

The Complainant has stated that he has raised a complaint against United India Ins Co for accident of his car MP-15-CB-2934 arbitrarily on the false ground that 'important aspect of the claim not disclosed and noticed the misrepresentation in the documents. The vehicle was insured vide no 190782312P101431157 from 20.05.2020 to 19.05.2021 after submission of all the documents, taking pre-inspection photographs required by the insurance Co. Due to Lockdown the vehicle it was not necessary to insure the vehicle. Later, due to family emergency he was supposed to visit to Barnala so he took Govt. pass to travel and approached insurance co for insurance. Due to burst of tyre, the car overturned and got damaged. The matter was reported, immediately, to insurance co who arranged the spot survey and then Final survey at repair's place. The surveyor assessed the loss for Rs.93,012/-. Being a close proximity claim insurance co failed to get investigated the case and onus transfers to insurance co rule out any misrepresentation, fraudulent activities done by insured. But the Co. has rejected the claim on incorrect and false ground after lapse of more than one year.

- **Contention of respondent:**

The respondent in their SCN have stated insured has taken a Private Car policy vide No 1907823120P101431157 from 20/05/2020 to 19/05/2021. The insured vehicle had an accident on 20.05.2020 at 09:00 am as vehicle got unbalance & overturned due to bursting of rear tyre. The issue was involved (1) Close proximity not cleared (2) Forged pre-inspection report of vehicle (3) Vehicle inspection agency "Mahindra First choice wheels limited" vide mail dated 27.04.2021 confirmed that they had not been doing any manual inspection in 2020 & it is a fake report. There is breach of fundamental principle of insurance "Utmost Good Faith" & "suppression of material fact". The insurance policy is obtained by producing forged

documents / papers (pre-inspection report).The claim fell into close proximity which is not waived.The claim is repudiated on the ground that insurance is taken by producing false / forged pre inspection report by suppressing the material fact that affected the decision on acceptance / rejection of proposal. The vehicle had an accident on 20.05.2020 on 09:00 Am. The policy is effective from 20.05.2020 @ 00:00 hrs. The insurance of subject vehicle was not in continuation, hence before accepting proposal for package policy a pre-inspection report is sought from insured. The insured produced false pre inspection report while proposing the vehicle for insurance. In a good faith, the proposal is accepted by us & a package policy was issued. Since the vehicle had an accident immediately after few hours of taking insurance cover, an investigation is conducted & all underwriting related documents verified in view of close proximity. The file was forwarded to competent authority to take decision on proximity clearance. The authorities rejected the proximity clearance. We further investigated the matter & found that the pre-inspection report reference number P112492522 was issued for vehicle number MP15CB2938 for the insurer "The New India Insurance Co Ltd" whereas the vehicle insured with us has registration number MP15CB2934. The report is scanned from the available QR code on inspection report P112492522. The Mahindra first choice wheels limited though mail confirmed that neither they were issuing manual report during this period i.e. in year 2020 nor the P112492522 pertains to vehicle number MP15CB2934. It is drawn from above facts that the insurance policy for subjected vehicle is taken by producing forged / fraudulent means at the time of taking insurance policy. Hence the claim is repudiated by us. The Complainant has filed complaint letter, Annex. VIA and correspondence with respondent while respondent have filed SCN with enclosures.

- I have heard both parties over Go To Meet at length and perused paper filed on behalf of the complainant as well as the Insurance Company.
- **Observation and Conclusion:**

During the hearing the complainant submitted that his Car MP -15-CB-2934 is insured vide Policy No. 190782312P101431157 from United India Insurance Company for the period from 20.05.2020 to 19.05.2021. The car met with an accident on 20.05.2020 and the claim is denied by the respondent company. The complainant further submitted that he had submitted all the documents viz. Photographs, Govt. Pass to travel during Covid time. The loss has been assessed by the Final Surveyor for Rs.93012/-.

During their turn the respondent company have admitted of issuing the above policy and have also admitted accident of the vehicle on 20.05.2020 at 09.00 AM. The respondent company have also submitted the vehicle got unbalanced and overturned due to bursting of rear tyre. The claim is repudiated on the ground that Insurance was taken by producing false/forged pre-inspection report by suppressing the material facts that effected the decision on acceptance/rejection of the proposal. The vehicle had an accident on 20.05.2020 at 09.00 AM and the policy is effective from 20.05.2020 at 00.00 hours. The insurance of subject vehicle was not in continuation and hence before accepting proposal for Package policy a pre-inspection report was sought from the insured. The respondent further argued that insured produced false inspection report, in good faith the proposal was accepted by the respondent company. Since the vehicle met with an accident after few hours of taking insurance cover an investigation was also conducted. The claim file was not cleared by the higher authority on the grounds of close proximity clearance. The respondent company has further submitted that the pre-inspection report ref. No. P112492522 was issued for vehicle no. MP-15-CB-2938 and not for the insured vehicle NO. MP-15-CB-2934. The report is manipulated. Mahindra First Choice through mail confirmed that they were not issuing manual report during the year 2020.

I have heard the arguments and counter arguments of the complainant and respondent company and have also closely analyzed all available documents. The subject claim was investigated by Mr. KanhaChachondia, who is a licensed IRDA Surveyor and has been deputed by the respondent company. In its report it is very clearly mentioned that Mr. Shivraj

Lodhi, Agent of the respondent company, Micro Office, Deori, Sagar, MP had personally seen the vehicle before appointing a pre-inspection Surveyor. Mr. Anil Kumar Pathak, Micro Office In charge, Deori has mentioned in his statement that since the vehicle was financed from MMFSL it was pre-inspected by MSCWL and a pre-inspection report No. PSUPII2002897 dated 19.05.2020 was issued. Further in the investigation report there is a statement from Mr. Mahesh Kumar Rajak, Inspector Mahindra First Choice Wheels Ltd., that a pre-inspection report No. PSUP112002897 dated 19.05.2020 Time 06.10 PM has been issued by him. Therefore, the vehicle has been seen in good condition by the concerned agent of the respondent company by Micro Office Incharge of the respondent company and the Pre-inspection Surveyor is also mentioning the reference number of the report issued which is also there in the file. The investigator has also mentioned in his concluding remarks "the facts are pointing out that this is a genuine claim and should be processed in insurer's favour".

The respondent haveno where taken any cognizance of this inspection report P112002897 dated 19.05.2020. The entire claim has been recommended by the Micro Office Incharge, Branch Incharge and Divisional Incharge but the close-proximity were not cleared by the higher office. This can not be a reason for repudiating the claim.

There is enough evidence on record that the vehicle in good condition was seen by the representatives of the respondent company before acceptance of the risk. Therefore, in my opinion the complaint is admissible.

AWARD

In view of above facts and circumstances complaint filed by Mr. Anklesh Rajpoot is admissible and the respondent company is directed to pay the claim as per terms and conditions of the policy within 30 days from the date of this order.

- Let copies of the order be given to both the parties. Compliance shall be intimated to this forum.

Place : Bhopal
Date: 16.12.2021

(RAVINDRA MOHAN SINGH)
INSURANCE OMBUDSMAN

OMBUDSMAN – RAVINDER MOHAN SINGH

Mr. Prakash Kushwah.....Complainant

V/s

TATA AIG General Insurance Co. Ltd.Respondent

COMPLAINT NO: BHP-G-047-2122-0084

ORDER NO: IO/BHP/A/GI/ 0016/2021-2022

1.	Name & Address of the Complainant	Mr. Prakash Kushwah H. No. 1646 VIP Road, Near Hanuman Mandir, Bhopal
2.	Policy No: Type of Policy Duration of policy/Policy period	3100831951 Pvt. Car Policy 19.12.2020 to 18.12.2021
3.	Name of the insured Name of the policyholder	Mr. Prakash Kushwah Mr. Prakash Kushwah
4.	Name of the insurer	TATA AIG General Insurance Co. Ltd
5.	Date of Repudiation/ Rejection	14.09.2021
6.	Reason for Repudiation/ Rejection	Discrepancies in the claim
7.	Date of receipt of the Complaint	28.10.2021
8.	Nature of complaint	Non payment of claim.
9.	Amount of Claim	Rs. 5,50,000/-
10.	Date of Partial Settlement	--
11.	Amount of relief sought	Rs. 5,50,000/-
12.	Complaint registered under Rule	Rule No. 13(1)(b) Ins. Ombudsman Rule 2017
13.	Date of hearing/place	23.12.2021 at Bhopal
14.	Representation at the hearing	
	i) For the Complainant	Mr. Prakash Kushwaha, over Go To Meet App
	j) For the insurer	Mr. Satyender Parihar, Manager over Go to Meet App
15.	Complaint how disposed	Dismissed
16.	Date of Award/Order	23.12.2021

- Mr. Prakash Kushwah (Complainant) has filed a complaint against TATA AIG General Insurance Co. Ltd (Respondent) alleging non-payment of claim.
- **Brief facts of the Case –**
- **Contention of the complainant** – The Complainant states that his vehicle MP04 CS2649 met with an accident at Cheklot Road. He raised a claim with the Company under policy no. 3100831951. The Surveyor Mr. Ajay Halkar on 29th June asked to wait for update But after being in regular touch with Surveyor, Investigator and Branch Manager they were not responding properly and were ignoring the calls. After waiting for than 2 months he raised a complaint through mail after they which they started denying the claim and were making unusual excuses like where is stone, board etc. Now the Company is neither providing the claim nor giving proper justified reason.
- **Contention of respondent**-The respondent in their SCN have stated that the claimant had obtained Auto Secure - Private Car Package Policy bearing number 3100831951 for the period 19.12.2020 to 18.12.2021 for HYUNDAI CRETA having Registration No. MP04CS2649.The Policy provided the following benefits :Insured declared Value at Rs. 9,00,000/- .Part A: Coverage Own DamageAdd on covers: Depreciation reimbursementRoad Side Assistance Emergency transport and hotel expenses,Tyre Secure Consumables ExpensesKey ReplacementLoss of personal belongingsPart B: Basic Compulsory P.A. cover for owner – driver of Rs. 1,500,000/-Legal Liability to Paid driver as per End.IMT-28, P.A. benefits as per Endt.16, Number of passengers 5, Capital Benefits Rs.1,00,000/-Claim was reported by the insured on 28.06.2021 to Call Centre at 19:00 P.M. and claim Form was submitted by claimant. The claimant had stated that HYUNDAI CRETA Car, while plying the vehicle, a cow came in front the IV got unbalanced to save the cow and got hit with the tree side and bumped into the rocks in front. On receipt of the claim, Survey had been carried out by IRDAI Licensed independent surveyor Mr. Ajay Haldkar.The Company submits as under:After receiving claim intimation on 28.06.2021 surveyor conducted the survey on 29.06.2021 at a Local Workshop named Infinity Motors, Bhopal a garage of insured's choice where insured had put the vehicle for survey/repair which does not even has the basic infrastructure. Later on it was revealed that said vehicle belongs to brother of insured who was driving the vehicle at the time of loss.After Survey, Surveyor found various discrepancies and found that the damages to the vehicle were not in consonance with the cause of

loss given in the claim Form and suggested for an independent investigation of the case. On the basis of surveyor recommendation, appointed an independent investigation agency M/S Inquest Service, Bhopal. Assigned surveyor has provided detailed report sighting several relevant policy conditions and given clear reasoning on non-coverage of claimed damages. Conditions which breached are as under. Investigator also submitted his report in which also he has opined in similar line of survey report. Amounting to violation of Basic Principle of Insurance – “Uberrima fides” Utmost Good Faith. Amounting to breach of “Declaration Clause” of Claim Form. As per survey report & investigation report with detailed observation & findings in connection with spot location & damages to vehicle which were not found in consonance with provided cause of loss mentioned in claim form. Surveyor has observed that damage parts seems to be fitted on Insured vehicle to take benefit of insurance claim by fraudulent means. This was conveyed to insured on several telephonic conversation and request was made wide e-mails & letter as well to provide explanations to the observations of the surveyor. The Company however did not receive any appropriate reply from insured and thereafter, issued an intent to decline letter to the insured dated 14.09.2021. After further escalation, again wrote mail to insured dated 28.09.2021 & final decline letter on 04.10.2021, but insured failed to provide proper clarification on surveyor’s remarks for fabrication of parts. Since insured fraudulently tried to take undue advantage out of insurance policy, by suppressing and or misrepresenting material facts of loss, which leads to violation of “Declaration” clause of Claim form; submitted duly filled & signed by insured, creating breach of “Utmost good-faith” of contract of insurance; claim was recommended for repudiation. Findings from Surveyor shared with Insured: There is a heavy frontal impact and impact sensor located at front should have resulted in airbags getting deployed, under the impact. Surprisingly in this accident airbags were not deployed and also no any alert sign found in cluster. DTC report not shared by insured/workshop. Normally in case of such a major failure of any safety feature in a car, the owner immediately takes up the matter with the manufacturer, however in this case no such representation was made or not shared with in spite of a written request. Bumper reinforcement broken but both apron lower rail not twisted/bent. Due to the contradicting metallurgy of materials and severity of the accident, there should be a bent/twist along with the apron lower rail. As per spot photographs, damages on hood and front bumper neither are relevant nor are susceptible to damage by tree trunk. It seems that vehicle placed at spot location fitted with fabricated damaged parts. While verifying the intercooler the same found old and as well paint marks also found on the same however the same parts was replaced on Aug-2020 in previous claim with previous insurer. Some damages on the intercooler are also

tallying with previous claim damages. Hence old damaged intercooler fitted in vehicle for claim purpose. Front Alloy wheel and Tyre damages match exactly with the previous claim damages which was filed with previous insurer and also found that Year of manufacturing of the alloy is 2015 whereas vehicle manufacturing 2016. Further one more alloy wheel was also found damaged and the damages are also matching with the previous claim with previous insurer whereas the manufacturing of alloy wheel is 2017. Damages to Compressor Assy are matching with the previous claim, as in previous claim under brackets and sensor were damaged and the same damage noticed in current claim, and the manufacturing year is 2015 however the vehicle manufacturing year is 07-2016. Many other related parts i.e. Fog Lamp, Head lamps, front Bumper also found exactly the same as previously claimed with previous insurer. During the verification of the spot, physically recreated the accident situation with same vehicle along with insured at spot and same stones were placed in same orientation which were found in the spot photos shared by insured. It was found that IV was not even in a mere contact with the stones. This concludes that there is no chance of under body damages in the said accident. As per the insured IV was firstly hit with the a Sign board on quarter panel which was hit to the vehicle from the left side, during the spot verification t no sign board found around the accident spot. Following observations were drawn by Investigator on further scrutiny of the claim. During spot verification, the insured did not show the actual accident spot and following contradictions were observed: The vehicle allegedly collided with a tree, however the tree had no marks of any impact on the side at which the vehicle allegedly dashed it. There were some marks on the opposite side of the tree which seemed to have been made with an axe. There were no skid mark on road in spot photos shared by insured or any mark of rush driving at the spot which is very likely looking at the severity of damages to the. Vehicle As per the insured IV firstly hit a Sign board with quarter panel which was hit to the vehicle from the left side, during the spot verification there is no sign board found around the accident spot. All the related facts prove fabrication of vehicle & manipulation of loss & spot location to deliberately make a false claim from insurer. During verification we have found that workshop where the vehicle was allegedly taken after the accident is owned by insured's brother Jitendra Kushwah who was driving the vehicle at the time of accident. Both investigation report & survey report concludes that damages claimed in this vehicle are matching with previous claim taken by insured from Royal Sundaram GIC Ltd by fabrication of damaged parts in insured vehicle for claim purpose. Previous invoice confirmed replacement of damage parts, there was anomaly in manufacturing month & year of parts as narrated by surveyor. This clearly establishes the misrepresentation of material facts of loss by insured, in order to achieve

fraudulent benefit out of the policy. Insured by misrepresenting and or suppressing actual material facts of loss, tried to take undue advantage of out of benefits of insurance by claiming fraudulently which is breach of “utmost good-faith” of contract of insurance and also violation of “Declaration” clause of claim form; submitted to us, duly filled & signed by insured in pursue of claim settlement, at the time of completing initial claim formalities. Letter intending declination was sent to insured vide date: 04.10.2021, but have not received any response from Insured. Insurer sent 7 emails to insured with details & facts of the case. The complaint filed by the complainant is devoid of merits hence it prayed before the Hon’ble Ombudsman that the complaint may kindly be dismissed.

- The Complainant has filed complaint letter, Annex. VIA and correspondence with respondent while respondent have filed SCN with enclosures.
- I have heard both parties over Go To Meet App at length over Go To Meet and perused paper

filed on behalf of the complainant as well as the Insurance Company.

- **Observation and Conclusion** :

During the hearing the complainant submitted that his vehicle MP-04-CS-2649 is insured by TATA AIG Gen. Ins. Co. vide policy no. 3100831951 for the period from 19.12.2020 to 18.12.2021. This vehicle met with an accident on Cheklot Road. The claim was reported to the insurance company on 28.06.2021. The surveyor Mr. Ajay Harkar on 29.06.2021 asked to wait for an update. The complainant further submitted that since he has been in regular touch with Surveyor, Investigator and Branch Manager but was not getting any proper response and later on the claim was denied without giving any proper justified reason.

During the their turn the respondent company admitted having issued the above policy for a Sum insured of Rs.9 lacs. The respondent company further admitted that after receiving the claim intimation on 28.06.2021 surveyor conducted the survey on 29.06.2021 at a local Workshop named Infinity Motors which is said to belong to brother of insured who was driving the vehicle at the time of loss. The Surveyor while assessing the damages found various discrepancies and opined that damages to the vehicle were not in consonance with the loss given in the claim form and suggested an independent Investigator. On the recommendation of surveyor an independent agency M/S Inquest Services, Bhopal was appointed to investigate the case.

The surveyor has found various discrepancies viz. Air bags not getting deployed in spite of the frontal impact, as per photographs damages on hood and front bumper are not relevant and susceptible to damage by tree trunk, there no chances of under body damages in the said accident, damages to compressor assembly are matching with the previous claim, the bracket and sensor show manufacturing year 2015 however the manufacturing year is July 2016 and many more such discrepancies which are there in the survey report.

The investigating report has also various observations i.e. the insured did not show the actual spot; the vehicle collided with a tree however the tree had no marks, there were some marks on the opposite side of tree which seem to have made with an axe; there were no skid mark on road in spot photographs, there is no sign board with which the car is said to have hit in the accident.

Most importantly both investigation and survey report conclude that the damages to the vehicle are matching with previous claim taken by insured from Royal Sundaram GIC Ltd. By fabrication of damaged parts in insured vehicle for claim purpose.

I have heard arguments and counter arguments of the complainant and the respondent and have also closely analyzed the documents available and of the opinion that the claim is rightly

rejected by the respondent company. Hence the complaint is liable to be dismissed.

AWARD

The complaint filed by Mr Prakash Kushwaha stands dismissed herewith.

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- Let copies of the award be given to both the parties.

Place : Bhopal

Date: 23.12.2021

(RAVINDRA MOHAN SINGH)
INSURANCE OMBUDSMAN

OMBUDSMAN – RAVINDRA MOHAN SINGH

Ms. Disha VijayvargiyaComplainant

V/s

Bharti AxaGenerl Ins Co. Ltd.....Respondent

COMPLAINT NO: BHP-G-007-2122-0093

ORDER NO: IO/BHP/A/GI/0018/2021-2022

1.	Name & Address of the Complainant	Ms. Disha Vijayvargiya Ward No. 12, Station Road, Obedullahgunj, Raisen
2.	Policy No: Type of Policy Duration of policy/Policy period	SM982659 Smart Drive 2 wheeler Bundled Cover. 20.12.2020 to 19.12.2021
3.	Name of the insured Name of the policyholder	Ms. Disha Vijayvargiya Ms. Disha Vijayvargiya
4.	Name of the insurer	Bharti Axa General Ins Co. Ltd
5.	Date of Repudiation/ Rejection	31.08.2021
6.	Reason for Repudiation/ Rejection	No registration of the vehicle and delay in intimation of the claim
7.	Date of receipt of the Complaint	24.11.2021
8.	Nature of complaint	Repudiation of claim.
9.	Amount of Claim	Rs. 62,882/-
10.	Date of Partial Settlement	--
11.	Amount of relief sought	Rs. 62,882/-
12.	Complaint registered under Rule	Rule No. 13(1)(b) Ins. Ombudsman Rule 2017
13.	Date of hearing/place	23.12.2021 and 30.12.2021 at OIO, Bhopal
14.	Representation at the hearing	

	k) For the Complainant	Ms Disha Vijayvargiya over GoTo Meet App
	l) For the insurer	MrAshay Mahajan, Chief Manager Legal over GoTo Meet App
15.	Complaint how disposed	Allowed
16.	Date of Award/Order	30.12.2021

- Ms. Disha Vijayvargiya (Complainant) has filed a complaint against Bharti Axa General Ins Co. Ltd. (Respondent) alleging repudiation of claim
- **Brief facts of the Case –**
- **Contention of the complainant –** The Complainant states that her new Activa 6G two wheeler got stolen and the police report was filed in Shahapura PS Bhopal. After 90 days the police authorities gave the Khatma report. The same report in turn was given to Bharti Axa Company. The Company after receiving the copy deducted 15% and pressurised for settlement, but the complainant did not accept the claim. The dealer cited that late intimation is the reason for deduction, whereas the dealer was intimated within 2 days of the incident. The Company closed the file after one month and even after representation the claim was declined by the Company.
- **Contention of respondent-**The respondent in their SCN have stated that Complainant has approached the Hon'ble forum with a grievance that their claim arising out of theft of the insured vehicle has been wrongly repudiated. The Company categorically denies that the claim of the Complainant on below grounds inter-alia. The Insured approached the Company for insurance of her newly purchased two wheeler. Accordingly, the Insured had purchased Smart Drive Two Wheeler Bundled Insurance Policy from the Company. The existence of the policy & its validity at the time of theft is admitted by the Company. It is submitted that, as per the complaint it is alleged by the Insured that the insured vehicle got stolen from the house of her parents between the intervening periods from 09.01.2021 to 10.01.2021. An FIR of the incidence was lodged on 10.01.2021 whereas the claim has been lodged with the Company on 26.01.2021 Accordingly the claim was lodged with the

company & the same was registered. The Company deputed an Investigator M/s. Inquest Service to investigate into the incidence of theft. The Investigator submitted the report of 19.05.2021. During the course of the investigation, the investigator visited the spot of the theft, collected documents & also took statements of the Insured & other people.

During the Investigation it was found that, the Insured Vehicle was purchased on 07.12.2020. However, the RTO tax for the same was paid on 10.01.2021 i.e. on the day on which the theft of the vehicle took place. The Investigator requested for a copy of the Registration Certificate (RC) from the Insured but the Insured did not provide the same. However, the Investigator procured a copy of the Tax Payment receipt which clearly provides that the tax has been paid on 10.01.2021 and was valid till 09.01.2036. The perusal of the Tax Receipt clearly reveals that, Insured Vehicle was not registered with the transport authority on the day of theft & the Insured paid the tax after discovering the theft to gain the advantage of Insurance. It is submitted that, as per the provisions of the Motor Vehicle Act, Section 39, no vehicle can be plied on road without registration. So also, no vehicle can be deemed to be registered unless tax for the same is paid to transport authority in advance. Sec 39 of MVA: - Necessity for registration "No person shall drive any motor vehicle and no owner of a motor vehicle shall cause or permit the vehicle to be driven in any public place or in any other place unless the vehicle is registered in accordance with this Chapter and the certificate of registration of the vehicle has not been suspended or cancelled and the vehicle carries a Registration mark displayed in the prescribed manner". The Company submits that, the liability of the Company to pay any claim does not arise if the vehicle was being used in contravention of the Policy & the provisions of the Motor Vehicles Act. Since the Insured Vehicle was not registered on the date of theft the liability of the Insurance Company does not arise and the claim has been rightly repudiated vide repudiation letter dated 31.08.2021. In the light of the facts & circumstances involving in the present complaint, the Company submits that, the claim of the Complainant is barred as the same is in violation of Section 39 of the Motor Vehicles Act

& the terms & conditions of the Policy. Hence, the present complaint sans merit and may kindly be dismissed.

- The Complainant has filed complaint letter, Annex. VIA and correspondence with respondent while respondent have filed SCN with enclosures.
- I have heard both parties over GoTo Meet App at length and perused paper filed on behalf of the complainant as well as the Insurance Company.
- **Observation and Conclusion:** During hearing the complainant submitted that she had purchased a policy No.SM982659 from Bharti Axa General Insurance Company for policy period 20.12.2020 to 19.12.2021. The complainant further submitted that her two wheeler new Active 6G got stolen and the police report was filed in Shahpura Police Station, Bhopal. After 90 days khatma report was obtained and given to respondent company. The respondent company deducted 15% and pressurized for settlement. But complainant did not accept the claim. Late intimation was cited as the reason for deduction. The complainant alleged that now the company has closed her file and declined the claim.

During their turn the respondents admitted to having issued the above policy. They further submitted that the insured vehicle got stolen between 09.01.2021 to 10.01.2021. An Investigator M/s Inquest Service was deputed by the respondent company and from their report it came to light that the insured vehicle was purchased on 07.12.2020 but the RTO tax for the same was paid on 10.01.2021 i.e. on the day on which the theft of the vehicle took place. The complainant could not produce a copy of the registration certificate but submitted a tax receipt of RTO which clearly states that the tax was paid on 10.01.2021. The respondent further submitted that the insured vehicle was not registered with the Transport Authority on the date of theft and declined the claim under Section 39 of Motor Vehicle Act.

Further during hearing again on their turn the complainant said that they had received phone calls from the Insurance Company where they had offered to settle the claim after deducting 15% from the insured value of the vehicle. The complainant also said that she has call recordings of the same and requested for sometime to produce it before the forum in the

hearing. On 30.12.2021 in the second hearing the recordings of the said call were played and on the basis of those calls, the respondent company representative agreed to take this up with his higher authorities and inform this forum.

The respondent company has promptly come back to this forum by way of an email dated 30.12.2021 at 3.31PM that the respondent company has agreed to settle the claim of the complainant at the IDV of the stolen vehicle. i.e. Rs.62,882/- less deductible as per policy.

In view of the foregoing the complaint is allowed.

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AWARD

In view of above facts and circumstances complaint filed by Ms Disha Vijayvargiyais allowed and the respondent company is directed to pay to complainant Rs.62,882/- less deductible as per policy within 30 days from the date of this order.

- Let copies of the order be given to both the parties. Compliance shall be intimated to this forum.

Place : Bhopal
Date: 30.12.2021

(RAVINDRA MOHAN SINGH)
INSURANCE OMBUDSMAN

PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, STATE OF ODISHA, BHUBANESWAR
(UNDER RULE NO: 16(1)/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
OMBUDSMAN – Shri Suresh Chandra Panda

CASE OF MR. PRANAB KUMAR SARKAR Vrs. THE NEW INDIA ASSURANCE COMPANY LIMITED
COMPLAINT REF: NO: BHU-G-049-2122-0139
AWARD NO: IO/BHU/A/GI/ /2021-22

1.	Name & Address of the Complainant	Mr. Pranab Kumar Sarkar, Flat no.447, Garvit Towers, Dayanandanagar, Vedvyas, Rourkela, Sundergarh, Odisha . Pin-769004, Cell no.7854964442
2.	Policy No: Type of Policy Duration of policy/Policy period	31030031201900205502, Ford /Freestyle Titanium 2019 model Standalone Motor Own Damage Policy for Private Car 12 months-21/08/2020 to 20/08/2021 OD-14S-8708, IDV Rs.6,30,000/- (DOL-27/01/2021)
3.	Name of the insured Name of the policyholder	Mr. Pranab Kumar Sarkar Mr. Pranab Kumar Sarkar
4.	Name of the insurer	The New India Assurance company Limited
5.	Date of Repudiation	Settled on 08/06/2021 for Rs.99,598/-
6.	Reason for repudiation	Not applicable
7.	Dt. of receipt of the Complaint	24/08/2021
8.	Nature of complaint	Non-payment of entire amount of Rs.2,48,327/-
9.	Amount of Claim	Rs.2,48,327/-
10.	Date of Partial Settlement	08/06/2021
11.	Amount of relief sought	Rs.2,48,327/-
12.	Complaint registered under Rule no: of IO rules	13(1)b
13.	Date of hearing/place	03/12/2021, Bhubaneswar
14.	Representation at the hearing	
	a) For the Complainant	Self through VC
	b) For the insurer	Mr. MAQ Baig, AM through VC
15.	Complaint how disposed	U/R 17 of the Insurance Ombudsman Rules, 2017
16.	Date of Award/Order	03/12/2021

17. a. Brief Facts of the Case/ Cause of Complaint: -The complainant had insured his Ford / Freestyle Titanium 2019 model private car with The New India Assurance Company Limited for the period 21/08/2020 to 20/08/2021 vide policy no. 31030031201900205502 against standalone own- damage cover. The captioned vehicle met with an accident on 27/01/2021. On being intimated about claim and on receipt of claim form and estimate for Rs.2,01,908/- from Trupti Smart Car Pvt Ltd. surveyor Er P.K.Singh was deputed who had assessed the loss for Rs.1,17,000/-. No supplementary estimate was submitted by complainant to the surveyor or at the office. After repair complainant had submitted bill/cash memo for Rs.2,48,327/-. After bill checking final amount was paid for Rs.99,598/- as some salvage was not submitted and hood damage was not consistent to the nature and cause of accident. Being aggrieved on settlement of claim for Rs.99,598/- the complainant had lodged grievance before this forum for getting entire bill amount of Rs.2,48,327/-.

b. The insurer, in its self-contained note, has admitted insurance and accident within policy period. They had deputed surveyor Er P.K.Singh who had assessed the loss for Rs.1,17,000/-. As some major salvages were not submitted and some parts were not consistent to cause and nature of accident the loss was assessed for Rs.99,598/- which was paid to complainant. They have requested to dismiss the complaint.

18. a. Complainant's Argument: - As he has spent a sum of Rs.2,48,327/- towards repair and submitted final bill to that extent he is entitled to get entire amount of Rs.2,48,327/-

b. Insurer's Argument: - Surveyor had recommended to settle the claim for Rs.1,17,000/- after considering Rs.1,26,444/- from the total estimate. As some major salvage was not produced and some parts were not consistent to cause and nature of accident, they had arrived net liability for Rs.99,598/- which was paid to complainant. As they had rightly settled the claim the complaint to be dismissed.

19. Reason for Registration of Complaint: Scope of the Insurance Ombudsman Rules, 2017.

20. The following documents are placed in the file.

- a. Photocopies of Policy, & policy wordings, survey report, internal claim note by insurer
- b. Photocopies of final bill submitted by complainant

21. Result of hearing with both parties (Observations & Conclusion): - This Forum has carefully gone through all the documents relating the complaint and heard both the parties. The complainant stated that the insurer paid him Rs. 99,598/- without considering the preliminary estimate in full and without considering his supplementary estimate at all, therefore, he wants

the balance expenses should be paid to him by the insurer. The complainant further stated that when he submitted the supplementary estimate to the surveyor, he did not receive but said to submit after repair. The insurer stated that the complainant has not submitted any supplementary estimate in spite of the surveyor's mail dated 11.08.2021, therefore the claim is paid as per surveyor's assessment and the complainant's bills.

AWARD

Taking into account the facts and circumstances of the case and submissions made by both the parties during the course of hearing, it is observed that the complainant's supplementary estimate is not considered in the claim since the insurer has not received the same. The complainant has also the grievance that the insurer has settled a very less amount even from the preliminary estimate. The Forum understands that it is not possible to process the claim properly with part documents and therefore, there is a need to reassess the loss by the insurer by considering both preliminary and supplementary estimate in one go. Hence the insurer, on receipt of the supplementary estimate, is directed to reassess the loss taking into account the loss, the preliminary estimate, supplementary estimate and the bills and settle the claim after deducting the amount already paid from the final assessment under intimation to this Forum. The complainant is advised to submit the supplementary estimate to the insurer immediately.

22. The attention of the Complainant and the Insurer is hereby invited to the following provisions of Insurance Ombudsman Rules, 2017:
- a. According to Rule 17(6) of Insurance Ombudsman Rules, 2017, the Insurer shall comply with the award within 30 days of the receipt of the award and shall intimate the compliance of the same to the Ombudsman.
 - b. As per Rule 17(8) of the said rules and award of the Insurance Ombudsman shall be binding on the Insurers.

Dated at Bhubaneswar on the 3rd day of December, 2021 INSURANCE OMBUDSMAN
FOR THE STATE OF ODISHA

PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, STATE OF ODISHA, BHUBANESWAR
(UNDER RULE NO: 16(1)/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
OMBUDSMAN – Shri Suresh Chandra Panda

CASE OF MRS. LILI PRADHN VRS RELIANCE GENERAL INSUANCE COMPANY LIMITED
COMPLAINT REF: NO: BHU-G-035-2122-01444
AWARD NO: IO/BHU/A/GI/ /2021-22

1.	Name & Address of the Complainant	Mrs. Lili Pradhan, C/o Prabhat Chandra Pradhan, At-Manikpatna, Po-Banki, Dist-Cuttack, Odisha Pin-754008. Cell no.9437294511
2.	Policy No: Type of Policy Duration of policy/Policy period	130422123470004275 Act Liability for Private Car Maruti Suzki OD 10 A 4224 12 months 27/07/2021 to 26/07/2022 Date of Third-party claim-26/07/2021
3.	Name of the insured Name of the policyholder	Mrs. Lili Pradhan Mrs. Lili Pradhan
4.	Name of the insurer	Reliance General Insurance Company Limited
5.	Date of Repudiation	Not applicable as it relates to change of effective date of policy
6.	Reason for repudiation	
7.	Dt of receipt of the Complaint	05/08/2021
8.	Nature of complaint	Change of effective date of coverage period
9.	Amount of Claim	Rs.50,000/- + award if any pronounced by MACT Rayagada
10.	Date of Partial Settlement	Not applicable as it relates to change of effective date of policy
11.	Amount of relief sought	Award if any to be pronounced by MACT
12.	Complaint registered under Rule no: of IO rules	13(1)b
13.	Date of hearing/place	20/12/2021, Bhubaneswar
14.	Representation at the hearing	
	c) For the Complainant	Mr. Pravat Ch Pradhan (Brother-in-law of the complainant)
	d) For the insurer	Mr. Tribikram Pattnaik, Executive through VC
15.	Complaint how disposed	U/R 17 of the Insurance Ombudsman Rules, 2017
16.	Date of Award/Order	20/12/2021

17. a. Brief Facts of the Case/ Cause of Complaint: - The complainant had paid premium for Rs.3801/- on 24/07/2021(as per Tax invoice number mentioned in the policy) for his Maruti Suzuki car no. OD 10 A 4224 after which Act liability policy bearing no. 130422123470004275 for the period 27/07/2021 to 26/07/2021 was issued by Reliance General Insurance Company Limited. The vehicle met with an accident on 26/07/2021 resulting injury to a child. The complainant has mentioned in the P Form that award if any passed by Hon'ble MACT, Rayagada including treatment cost to be borne by insurance company. The vehicle could not be released from Police as no insurance coverage was there on the date of accident. The complainant had filed complaint for change of effective date of insurance from 26/08/2021 to 25/08/2022 instead of 27/07/2021 to 26/07/2022 as mentioned in policy.

b. The insurer, in its self-contained note, has stated that any discrepancy in the policy must be intimated to them within 15 days of inception of risk which has not been done in this case. In absence of any communication from insured's end, contents of the policy shall stand accepted by him. Insured had approached them through a letter dated 01/10/2021 which was received on 05/10/2021. Tacking record of India Post has been submitted to prove their stand. In view of the same complaint is liable to be dismissed.

18. a. Complainant's Argument: - All the insurance companies are giving coverage for vehicle one day after payment of premium but in his case Insurer had given coverage after 3 days of payment of premium for which he has requested to instruct Insurer to grant coverage from 26/07/2021 to 25/07/2022 (mentioned in petition as 26/08/2021 to 25/08/2021). He has also appealed that award if any pronounced by MACT including treatment cost to be borne by Insurer.

b. Insurer's Argument: - Complainant has not intimated them within 15 days from receipt of the policy but has intimated them on 01/10/2021 which was nearly after 60 days of inception of policy. As complainant has not intimated within stipulated time on discrepancy in policy, the contents of policy stand accepted by him. Taking in to account said fact, petition lacks merit and deserves to be dismissed.

19. Reason for Registration of Complaint: Scope of the Insurance Ombudsman Rules, 2017.

20. The following documents are placed in the file.

a. Photocopies of Policy & Terms and conditions, Representation of complainant, India
Post tracking details submitted by Insurer.

21. Result of hearing with both parties (Observations & Conclusion): - This Forum has carefully gone through all the documents relating the complaint and heard both the parties. The complainant's representative informed that the complainant took the policy through Phone-Pe

App and paid the premium on 24.07.2021, but the insurer issued the policy w.e.f. 27.07.2021, instead of giving effective from 24.07.2021. The insurer informed that the insured took the policy on-line and opted for the period of insurance from 27.07.2021 in the proposal and accordingly the policy was issued. The insurer stated that since the insured herself opted the date, the dates mentioned in the policy are correct.

AWARD

Taking into account the facts and circumstances of the case and submissions made by both the parties during the course of hearing, the Forum, wanted to know as to how a policy is purchased through Phone-pe and asked the complainant's representative to demonstrate through the App. It is found that by giving the vehicle registration number and some information about mail-id etc, the period of insurance is shown by default, which is not changeable by the proposer. At the last it shows a tick-box giving a declaration to agree and pay or to log out, where the customer has no other choice but to agree with the default date. It is observed that the policyholder was not given any option to change the date, even to make the policy effective from a later date than what is given in the default date. Further, the Insurance Act, 1938 does not provide for any unalterable pre-filled proposal form. The Forum fails to understand as to why the effective date is made post three days of receipt of premium by default without giving any chance to the customer to exercise his option. The Forum finds that the complainant has also failed to perform her duty by not raising the concern with the insurer about the gap in insurance immediately within 15 days of receipt of the policy, even though the case is different here as the loss has already taken place before expiry of the free-look period, which has hardly any bearing. But seeing all the aspects, it is found that the insurer should have been more responsible and careful in designing the proposal in the App and desisting from making a pre-filled, by-default proposal form, which does not provide choice to the customer. In view of the above, the insurer is directed to change the date and make it effective from the date the premium is received.

22. The attention of the Complainant and the Insurer is hereby invited to the following provisions of Insurance Ombudsman Rules, 2017:

- a. According to Rule 17(6) of Insurance Ombudsman Rules, 2017, the Insurer shall comply with the award within 30 days of the receipt of the award and shall intimate the compliance of the same to the Ombudsman.
- b. As per Rule 17(8) of the said rules and award of the Insurance Ombudsman shall be binding on the Insurers.

Dated at Bhubaneswar on the 20th day of December 2021

INSURANCE OMBUDSMAN
FOR THE STATE OF ODISHA

PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, STATE OF ODISHA, BHUBANESWAR
(UNDER RULE NO: 16(1)/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)

OMBUDSMAN – Shri Suresh Chandra Panda

CASE OF MR DEBASIS SAHOO Vrs. HDFC IRGO GENERAL INSURANCE COMPANY LIMITED

COMPLAINT REF: NO: BHU-G-018-2122-0141

AWARD NO: IO/BHU/A/GI/ /2021-22

1.	Name & Address of the Complainant	Mr Debasis Sahoo, 252, Prachi Enclave, Chandrasekhrpur, Bhubaneswar, Odisha Pin-751016. Cellno.9937521333
2.	Policy No: Type of Policy Duration of policy/Policy period	2311200274443308000 Private Car Package Policy, IDV Rs.79,637/-. Maruti Swift-VXI-OD-02AK-1382 IDV-Rs.79637/- Model-2006. 12 months-15/06/2021 to 14/06/2022 D.O.L-16/12/2021
3.	Name of the insured Name of the policyholder	Mr Debashis Sahoo Mr Debashis Sahoo
4.	Name of the insurer	HDFC IRGO General Insurance Company Limited
5.	Date of Repudiation	20/03/2021
6.	Reason for repudiation	Neither repair bill nor consent for Cash Loss settlement submitted by complainant
7.	Dt of receipt of the Complaint	23/09/2021
8.	Nature of complaint	Non settlement of claim
9.	Amount of Claim	Rs.79,369/-
10.	Date of Partial Settlement	Not settled
11.	Amount of relief sought	Rs.79,369/-
12.	Complaint registered under Rule no: of IO rules	13(1)b
13.	Date of hearing/place	21/12/2021, Bhubaneswar
14.	Representation at the hearing	
	e) For the Complainant	Self through Phone
	f) For the insurer	Mr. M Raghavendra, through VC
15.	Complaint how disposed	U/R 17 of the Insurance Ombudsman Rules, 2017
16.	Date of Award/Order	21/12/2021

17. a. Brief Facts of the Case/ Cause of Complaint: - The complainant had insured his Maruti Swift-VXI bearing Regd no.OD-02AK-1382 (2006 Model) for the period 15/06/2021 to 14/06/2022 vide policy no. 2311200274443308000 through HDFC IRGO General Insurance Company Limited for an IDV of Rs.79,637/-. Said vehicle met with an accident on 16/12/2021 which was immediately intimated to Insurer on same day. On getting claim intimation with

estimate of Rs.77,001/- Er Dharanidhar Das was deputed for assessment of loss on 17/12/2021. Er Das had assessed the loss for Rs.43,731.50 after deduction of depreciation, compulsory excess and salvage. After getting survey report, the Insurer sent letters dated 06/02/2021, 02/03/2021 to submit final repair invoice. As the complainant did not submit final bill, the claim was closed on 20/03/2021 which was communicated to the complainant. The complainant has filed petition mentioning that as the estimate was Rs. 77,001/- which is around 97% of IDV the claim should be settled on total loss basis. He has also further mentioned that Insurer has offered him 20,000/- on settlement on cash loss basis on which he is not agreeable.

b. The insurer, in its self-contained note, has admitted accident of vehicle within policy period. The vehicle was 14 years old and IDV was Rs.79537/-. They had admitted that insured had submitted estimate to the tune of Rs. 77,001/-, but considering depreciation which was 50% in this case surveyor had assessed the liability for Rs.43731.50. They had further stated complainant was informed vide their letter dated 06/02/2021 and 02/03/2021 to submit final repair bill which was not responded by Insured. Due to non-submission of repair bill file was closed on 20/03/2021. They had also tried to settled on cash loss mode of settlement but in absence of necessary consent claim could not be settled on cash loss basis.

18. a. Complainant's Argument: - He had insured his Maruti car for an IDV of 79,637/- and the estimate of loss was Rs.77,001/- which was around 97% of IDV. As per policy condition "The insured vehicle shall be treated as constructive total loss/Total loss if the aggregate cost of retrieval and/or repair of the vehicle, subject to terms and conditions of the policy exceeds 75% of IDV of the vehicle". As in his cost of repair/retrieval of the vehicle is Rs.77,001/- which is round 97% of IDV, claim should have been settled on Total Loss and he should get the IDV amount. Insurer has offered them Rs. 20,000/- on cash loss basis on which he is not agreeable.

b. Insurer's Argument: - As the vehicle was 14 years old claim was assessed for Rs.43,715.50 after applying 50% depreciation, salvage and policy excess which is just as per policy condition. Moreover, they had offered to insured to give his consent for cash loss basis on which there was no confirmation. Due to non-receipt of repair bill or consent for cash loss mode settlement, claim could not be settled there was no deficiency on their part.

19. Reason for Registration of Complaint: Scope of the Insurance Ombudsman Rules, 2017.

20. The following documents are placed in the file.

a. Photocopies of Policy, & policy wordings, letter dated 06/02/2021, 02/03/2021 and 20/03/2021, survey report, claim form submitted by Insurer.

21. Result of hearing with both parties (Observations & Conclusion): - This Forum has carefully gone through all the documents relating the complaint and heard both the parties. The

complainant informed that he suffered total loss and therefore, the insurer should settle the claim on total loss basis. He also informed that though he does not have any record or written document but the fact is that the surveyor told him to settle the claim on total loss basis. The insurer informed, there is no record of surveyor's confirmation to the insured about total loss and the surveyor submitted his report for settlement on repair basis only. Since the settlement on repair basis needs bills and receipts on actual repair, the insured so far has not submitted the same and therefore the claim is not settled. The insurer stated that the claim is not entitled for constructive total loss since the loss does not exceed 75% of the IDV, even though the estimate is almost equal to IDV. The complainant further stated that the insurer offered cash-loss settlement for Rs.20,000/-, which is not acceptable to him.

AWARD

Taking into account the facts and circumstances of the case and submissions made by both the parties during the course of hearing, the Forum observes that the IDV of the vehicle is Rs.79,637/-, the estimate is Rs. 77,001/- and the vehicle is of 2006 model which is subject to 50% depreciation. The surveyor has assessed the loss on repairing basis. The Forum finds that the loss is not eligible for constructive total loss and therefore can be settled either on Repair basis or on Cash-loss basis. It is found that the insurer is not hesitant to settle the claim on cash-loss basis at Rs. 20,000/-. But the Forum finds that cash-loss settlement for Rs. 20,000/- is not reasonable seeing the surveyor's assessment on repairing basis. It is seen from the survey report that the assessment of Rs. 43,732/- is exclusive of taxes and after deduction of salvage plus excess, therefore, the cash-loss settlement should be Rs. 32,549/- on deduction of a reasonable amount equal to 25% and policy excess of Rs.1,000/-. In view of the above, the Forum finds that the complainant is not entitled for total loss. Accordingly, in case the complainant is interested for repair basis settlement, he should get the vehicle repaired and submit the repairing bills to the insurer for their settlement or he may opt for cash-loss settlement for Rs. 32,549/-. The insurer is directed to act accordingly, on the basis of the choice exercised by the complainant.

Hence, the complaint is allowed.

22. The attention of the Complainant and the Insurer is hereby invited to the following provisions of Insurance Ombudsman Rules, 2017:
- a. According to Rule 17(6) of Insurance Ombudsman Rules,2017, the Insurer shall comply with the award within 30 days of the receipt of the award and shall intimate the compliance of the same to the Ombudsman.
 - b. As per Rule 17(8) of the said rules and award of the Insurance Ombudsman shall be binding on the Insurers.

Dated at Bhubaneswar on the 21st day of December, 2021

INSURANCE OMBUDSMAN
FOR THE STATE OF ODISHA

PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, STATE OF ODISHA, BHUBANESWAR
(UNDER RULE NO: 16(1)/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
OMBUDSMAN – Shri Suresh Chandra Panda

CASE OF MR AUROBINDA MOHANTY Vrs. CHOLAMANDALM MS GENEAL ISNSURNCE CO. LTD.,
COMPLAINT REF: NO: BHU-G-012-2122-0143
AWARD NO: IO/BHU/A/GI/ /2021-22

1.	Name & Address of the Complainant	Mr. Aurobinda Mohanty, S/o Aditya Prasad Mohanty At-Chandola, Po-Kaduapoda, Dist-Jagatsinchipur, Odisha Pin-754106 Cell no.7656914437
2.	Policy No: Type of Policy Duration of policy/Policy period	3361/01573045/000/00 Two wheeler Package Policy Regd No. OD-15E-9387 Honda CB shrine IDV-Rs.39,884/- 12 months 16/02/2020 to 15/02/2021 DOL-12/01/2021
3.	Name of the insured Name of the policyholder	Mr. Aurobinda Mohanty Mr. Aurobinda Mohanty
4.	Name of the insurer	Cholamandalam MS General Insurance Company Limited
5.	Date of Repudiation	22/04/2021
6.	Reason for repudiation	Delay intimation to Police and Insurer which is a violation of policy condition
7.	Date of receipt of the Complaint	13/08/2021
8.	Nature of complaint	Non settlement of claim
9.	Amount of Claim	Rs.40,000/-
10.	Date of Partial Settlement	Claim repudiated for breach of policy condition
11.	Amount of relief sought	Rs.40,000/-
12.	Complaint registered under Rule no: of IO rules	13(1)b
13.	Date of hearing/place	21/12/2021, Bhubaneswar
14.	Representation at the hearing	
	g) For the Complainant	Self through Phone
	h) For the insurer	Mr. Amrit Kar through VC
15.	Complaint how disposed	U/R 17 of the Insurance Ombudsman Rules, 2017
16.	Date of Award/Order	21/12/2021

17. a. Brief Facts of the Case/ Cause of Complaint: - The complainant had insured his Honda CB Shrine two-wheeler bearing Regd No. OD-15E-9387 with Cholamandalam MS General Insurance Company Limited vide policy no. 3361/01573045/000/00 for the period 16/02/2020 to 15/02/2021. On 12/01/2021 the complainant had ben to Rasulgarh market. After keeping the vehicle, he had been inside the market and after returning the vehicle was not found in the place where the same was kept. The matter was reported to Mancheswar PS on 25/01/2021 which was registered under FIR no.0021. After getting the FIR copy complainant had informed the Insurer on theft of vehicle. The Final report was issued by concerned ASI vide FF no. 324 dated 23/06/2021. As there was delay in intimation to police and insurer by 13 days and 15 days respectively the claim was repudiated by the Insurer. Being aggrieved by decision of insurer the complainant has approached this forum for redressal of his grievance.

b. The insurer, in its self-contained note, has admitted insurance of the vehicle and loss within policy period. They have stated that theft occurred at Rasulgarh market at around 14.30 hours on 12/01/2021 and matter was intimated to Mancheswar PS after gap of 13 days as per FIR filed. Intimation on theft was given to them after delay of 15 days. CRM motor claim intimation form has been submitted to that effect. They have further stated that the complainant has submitted one key that is also not original one. Based upon condition no.1 of the policy, delay intimation has prejudiced possibilities of recovery of vehicle for which claim was repudiated.

18. a. Complainant's Argument: - He had intimated Police station on same day but police had registered the case after 13 days for which he has no fault. On getting the FIR copy he had intimated Insurer. He further stated that from 12/01/2021 he had tried in toll free no.18002085544 but said number did not connect. As he has submitted all required documents and loss within policy period, he is entitled to get the claim amount.

c. Insurer's Argument: - There was delay intimation of 13 days to police and delay intimation of 15 days to them. Moreover, both the keys were not submitted to them. One key which was submitted to them is also not an original one. As there was violation of policy condition and non-submission of both the keys claim was rightly repudiated by them rightly.

19. Reason for Registration of Complaint: Scope of the Insurance Ombudsman Rules, 2017.

20. The following documents are placed in the file.

- a. Photocopies of Policy, & policy wordings, repudiation letter, photo of key submitted by insurer
- b. Photocopies of FIR, FF issued by Police authorities.

21. Result of hearing with both parties (Observations & Conclusion): - This Forum has carefully gone through all the documents relating the complaint and heard both the parties. The complainant informed that he intimated the Police immediately but the Police registered the case on a later date. He could not inform the insurer immediately due to Covid-19 pandemic situation. The insurer stated that the complainant not only delayed intimation to Police and the insurer but also failed to submit the 2nd key, which is essential in theft claim cases. The insurer further stated that the key which is submitted to them is also not original but a duplicate one. The complainant informed that he had purchased the vehicle as 2nd hand and submitted the key as he had received from the seller.

AWARD

Taking into account the facts and circumstances of the case and submissions made by both the parties during the course of hearing, it is found that the complainant has not submitted the 2nd key to the insurer and hence is not entitled for his claim.

Accordingly, the complaint stands dismissed.

22. The attention of the Complainant and the Insurer is hereby invited to the following provisions of Insurance Ombudsman Rules, 2017:
- a. According to Rule 17(6) of Insurance Ombudsman Rules, 2017, the Insurer shall comply with the award within 30 days of the receipt of the award and shall intimate the compliance of the same to the Ombudsman.
 - b. As per Rule 17(8) of the said rules and award of the Insurance Ombudsman shall be binding on the Insurers.

Dated at Bhubaneswar on the 21st day of December, 2021

INSURANCE OMBUDSMAN
FOR THE STATE OF ODISHA

PROCEEDINGS OF THE INSURANCE OMBUDSMAN, CHANDIGARH

(Under Rule 13 r/w 17 of The Insurance Ombudsman Rules, 2017)

Insurance Ombudsman: Shri Atul Jerath

Case of Vishesh Verma V/S The Oriental Insurance Co. Ltd.

Complaint Ref. No. : CHD-G-050-2122-0097

1.	Name & Address of the Complainant	Shri Vishesh Verma H. No.- 271, Sec-D, Sainik Colony, Jammu, Jammu and Kashmir- 180011 Mobile No.- 9086000010
2.	Policy No: Type of Policy Duration of policy/Policy period	215700/31/2020/81693 Motor Policy 17-07-2019 To 16-07-2020
3.	Name of the insured Name of the policyholder	Vishesh Verma Vishesh Verma
4.	Name of the insurer	The Oriental Insurance Co. Ltd.
5.	Date of Repudiation	01.01.2020
6.	Reason for repudiation	Wrong statement/affidavit regarding driver
7.	Date of receipt of the Complaint	26-06-2021
8.	Nature of complaint	Repudiation of OD Claim
9.	Amount of Claim	Rs. 298377/-
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Rs. 298377/-

12.	Complaint registered under Rule no: Insurance Ombudsman Rules, 2017	Rule 13 (1)(b) – any partial or total repudiation of claim by an insurer
13.	Date of hearing/place	24.11.2021 / Online hearing
14.	Representation at the hearing	
	For the Complainant	Sh. Vishesh Verma
	For the insurer	Sh. Raman Angotra
15	Complaint how disposed	Award under rule 17
16	Date of Award/Order	09.12.2021

17) Brief Facts of the Case: Shri Vishesh Verma (hereinafter, the Complainant), has filed this complaint against The Oriental Insurance Co. Ltd. (hereinafter, the Insurers) for non settlement of Motor OD claim.

18) Cause of Complaint:

a) Complainants argument : His car no. JK02BX5077, Alto K-10 was insured with Oriental Insurance through Maruti dealer Jamkash Vehicleades Pvt. Ltd. for the period 17.07.19 to 16.07.20 against IDV of Rs. 298377/- covering Nil depreciation, Engine Protection and return to invoice risk coverage. The said car met with an accident on 25.08.2019 and accordingly Mr.G.S.Modi was deputed, who took all the required formalities from them but till date no payment has been credited to his account. On enquiry, he has been informed that case is closed for the reasons ‘not approached on time’, and a letter regarding the same was sent at his permanent address, where he does not resides. Although his residential address and contact details were available with company/surveyor, he was denied the claim without contacting him. He requested for payment of his claim.

b) Insurers’ argument: Sh. Vishesh Verma intimated the company that his veh. no. JK02BX/5077 has met with an accident on 25.08.2019, also informing that he himself Vishesh Verma while driving the vehicle lost control over the vehicle and hit the side wall. As per survey report dt. 06.12.2019 submitted by Sh. G.S.Modi, total assessed amount of loss has been concluded as

2,26,697/-. This report also reveals that name of the driver as Vishesh Verma with DL no. JK02200700239 and that the accident has not been reported to the police , as per claim form. To precisely establish the genuity / authenticity of the claim, a parallel investigation was got done by the company through Mr.S.S.Parihar. As per investigation report submitted by Sh.S.S.Parihar on 25.11.2019, it was found that actually the accident has occurred on 21.08.2019 instead of 25.08.2019. Secondly, it is actually Dr.Pratibha Dubey and not Sh.Vishesh Verma who was driving the vehicle at the time of accident. So the insured/claimant has misrepresented the case fundamentally by wrongly stating/disclosing the date of accident as well as the name of the driver. The investigation report as submitted by Sh.S.S.Parihar has been substantiated with the written statement of Sh.Narinder Singh, who is the councilor of ward no. 70 of Municipal Corporation as well as that of Sh.Harjeet Singh which clearly indicates that a lady namely Smt.Pratibha Dubey w/o Sh.Vishesh Verma, who was driving the vehicle no. JK02BX5077 on 21.08.2019 hit the gate including pillar of Sh.Harjeet Singh, who through an application has reported the matter in the police post, Sanik Colony. However compromise between the two parties was arrived at. Claimant has declared it on oath in the form of affidavit that the said accident is not registered in any police station and disclosed the date of accident as 25.08.2019 and name of the driver as Vishesh Verma. So the insured has contravened the provisions and terms and conditions of the policy by mis-representing the facts on several accounts, which led to the repudiation of the claim. As such as per the condition 8 of the policy and declaration given by in the claim form and affidavit in respect of untruthful statement/ concealment of facts, said claim stands repudiated.

19) Reason for Registration of Complaint:- Non settlement of OD claim.

20) The following documents were placed for perusal.

- | | |
|-----------------------------|-----------------------------------|
| a) Complaint to the Company | b) Copy of Policy Document |
| c) Annexure VI-A | d) Reply of the Insurance Company |

21) Result of Personal hearing with both parties(Observations & Conclusion)

Case called, both parties were present and recall their arguments as noted in Para 18 above. Complainant informed that his car got accident but insurance company has not paid his OD claim inspite of submission of all requisite documents. Representative of insurance company underlined that complainant misrepresented regarding facts of the case. As per company, accident date given by complainant as 25.08.19 instead of 21.08.219, it is told that matter not reported to police although same was informed to police and case was compromised, name of

driver is also given as Vishesh Verma although at the time of accident vehicle was driven by wife of complainant Mrs. Pratibha Dubey.

Complainant admitted that at the time of accident his wife was driving the said car. He also informed that as his wife, who is having a valid driving license, was hospitalized after accident so he submitted his DL without any fraudulent intentions.

It is observed that there is no dispute with regard to authenticity of accident. Company also not objected to validity of DL of actual driver Mrs. Pratibha Dubey. Insurance company repudiated the claim of complainant on the basis of misrepresentation / concealment of facts by him. Complainant admitted that initially he has given wrong information that he was driving the vehicle, although actually Mrs. Pratibha Dubey was driving at the time of accident. Besides misrepresentation by way of affidavit regarding driver, it has been observed that during investigation it came on record that as per documents and statements of neighbors of complainant and Councilor, Ward no. 70, Jammu, accident occurred prior to 25.08.19 and matter was compromised, which is not disclosed by complainant. In view of all this, decision of insurance company to repudiate the above said claim of complainant is as per terms and conditions of policy, as such does not require any interference. Accordingly, the complaint shall deserve to be rejected.

AWARD

Taking into account the facts & circumstances of the case and the submissions made by both the parties during the course of online hearing, the said complaint is hereby dismissed on merits and no relief is granted.

(Atul Jerath)

Insurance Ombudsman

December 09, 2021

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, CHANDIGARH

(Under Rule 13 r/w 17 of the Insurance Ombudsman Rules, 2017)

Insurance Ombudsman- Shri Atul Jerath

Case of Bal Krishan Aggarwal v/s The New India Assurance Co.
Ltd.

Complaint Ref no: CHD-G-049-2122-0090

1.	Name & Address of the Complainant	Shri Bal Krishan Aggarwal House No-95, Sector-18, Chandigarh- 160017 Mobile No.- 98140-16237
2.	Policy No: Type of Policy Duration of policy/Policy period	36140031160100002222 Private Car Package Policy (SI- Rs 80,000/-) 04-07-2016 to 03-07-2018
3.	Name of the insured Name of the policyholder	Bal Krishan Aggarwal Bal Krishan Aggarwal
4.	Name of the insurer	The New India Assurance Co. Ltd.
5.	Date of Repudiation	Not issued
6.	Reason for repudiation	Non-compliance of Claim formalities.
7.	Date of receipt of the Complaint	25-06-2021
8.	Nature of complaint	Non-payment of claim.
9.	Amount of Claim	Rs 80,000/-
10.	Date of Partial Settlement	Not Applicable

11.	Amount of relief sought	Rs 80,000/-
12.	Complaint registered under Rule no: Insurance Ombudsman Rules, 2017	Rule 13 (1)(b) – any partial or total repudiation of claim by an insurer
13.	Date of hearing/place	24-11-2021/ Online hearing
14.	Representation at the hearing	
	For the Complainant	Shri Bal Krishan Aggarwal, Complainant
	For the insurer	Smt Anureeta Sharma
15	Complaint how disposed	Award under Rule 17
16	Date of Award/Order	10.12.2021

17. Brief Facts of the Case: Shri Bal Krishan Aggarwal (hereinafter, the Complainant) has filed this complaint against The New India Assurance Co. Ltd (hereinafter, the Insurers), alleging non-payment of his motor claim due to non-cooperation from insurance company.

18. Cause of Complaint:

a) Complainant's argument: On 25-06-2021, Shri Bal Krishan Aggarwal complained that on 26/27-05-2017 his car was stolen and accordingly FIR was lodged at sector-19, Chandigarh. He immediately informed insurance company along with copy of FIR. But in the meantime his vehicle was traced but in damaged condition. He applied for superdari and on receiving court order, complainant requested for pre-survey of the vehicle so that damage may be ascertained before taking possession of vehicle. In spite of regular follow-up nothing fruitful result came and his vehicle is still lying at police authorities due to non-cooperation of insurance company. In these circumstances he requested this forum to please look into his matter and release his claim amount.

b) Insurers' argument: In the SCN, insurance company stated that on the receipt of complaint in this forum, claim has been registered on 28-07-2021. Insurance company has arranged investigation of case, spot survey and final survey of the damaged vehicle no CH-03J-0364 lying at Police Station, Sector-19, Chandigarh. Final surveyor M/s Ametek Insurance Surveyors and Loss Assessors (P) Ltd has submitted Interim report wherein most economical mode of settlement worked out on net of salvage basis without RC for Rs 48,000/- after deducting salvage value and policy clause. They have sought legal opinion from Shri D.P.S. Anand that their decision is correct since the RC of the damaged vehicle already expired on 26-07-2017 and is not valid as on

date. On the basis of final surveyor interim report, they have agreed in principle for mode of settlement as net of salvage without RC. They have informed final surveyor to submit his final report and inform the complainant that they will consider the claim after compliance of formalities like consent letter from insured on the affidavit of Rs 100/- duly notarized, Submission of cancelled RC of damaged vehicle or surrender of original RC to DTO and affidavit on stamp paper of minimum Rs 25 to be attested by first class magistrate. Insurance company requested to make decision based on the above and also inform insured that without submission of cancelled RC or surrender of RC at RTO/ DTO, they can't process the claim. In view of the above they prayed that claimant may be directed to do claim compliance.

19. Reason for Registration of Complaint: Non-payment of motor claim.

20. The following documents were placed for perusal:

- | | |
|-----------------------------|-----------------------------------|
| a) Complaint to the Company | b) Copy of Policy Document |
| c) Annexure VI-A | d) Reply of the Insurance Company |

21. Result of Video Conferencing with both parties (Observations & Conclusion):

Case called for hearing, both the parties are present and recall their arguments as noted in Para 18 above.

Complainant stated that in spite of his request, the insurance company has not settled his theft claim which happened on 26/27th May, 2017 and subsequently a vehicle was recovered on 26.08.2017 in spite of regular follow ups. He was not aware about the claim related formalities which were to be completed by him post recovery of vehicle and there was no help given to him in the last so many years by insurance company. He has also not received any letter from insurance company about approval of his claim, amount for which it has been approved and also the mode of settlement. He had also requested to insurance company that insurance company representative to guide him for completion of formalities.

Insurance company representative reiterated their stand as given in the SCN further stated that the complainant has not completed post claim formalities due to which the claim is still pending. Moreover in their SCN they have stated that in view of non submission of cancelled RC or surrender of RC at RTO/DTO, they can't process the claim. Surprisingly the company in their SCN asking for this forum to get the formalities completed from the complainant.

The complainant informed to this forum that after he had complained to Ombudsman he got one email from insurance company asking him to sign a blank affidavit where neither the claim amount approved or mode of settlement were disclosed to him. He once again wrote to the company to guide him in the matter and on his numerous request, one office boy of surveyor visited him but he could not provide any help or guidance in the matter.

During the hearing, looking to the facts of the case it is observed that there was total lack of empathy on the part of insurance company in providing assistance and guidance to insured. In order to help in resolving the complaint for this claim pending for more than 4 years of recovery of the vehicle, the insurer were directed to intervene in the matter rather than outsourcing their duties and responsibilities to the surveyor or his representative. It was observed that the subject claim was pending for no valid or justifiable reason but simply lack of initiative and interest on the part of insurer to address genuine concerns of the policy holder.

Even after the direction of this office to resolve and address the concerns of the policy holder/ complainant, this office received an email from complainant on 25th November at 5:42 pm informing us that the insurer inspite of clear directions of this office to send a responsible person from their side, for reason best known again had sent the surveyor to resolve the issue. Complainant once again reported on the misbehavior by the surveyor/ non helpful conduct in addressing his concerns in this mail. Again a blank consent letter was given to insured for completion without any claim specific details.

Keeping in view the facts of the case, submissions and discussion during the course of online hearing, observations made the following critical point emerged:

- Policy period 04.07.16 to 03.07.2017
- Date of loss/ accident/ theft 26.05.2017
- Date of recovery of vehicle 16.08.2017
- Date of registration of claim by company as per their SCN dated 28.07.2021 i.e. after 4 years one month 2 days
- As per the SCN dated 28.10.2021 the final surveyor "M/s Ametek Insurance Surveyors and Loss Assessors (P) Ltd has submitted Interim report wherein most economical mode of settlement worked out on net of salvage basis without RC for Rs 48,000/- after deducting salvage value and policy clause. They have sought legal opinion from Shri D.P.S. Anand that their decision is correct since the RC of the damaged vehicle already expired on 26-07-2017 and is not valid as on date. On the basis of final surveyor interim report, they have agreed in principally for mode of settlement as net of salvage without RC. They have informed final surveyor to submit his final report and inform the complainant that

they will consider the claim after compliance of formalities like consent letter from insured on the affidavit of Rs 100/- duly notarized, Submission of cancelled RC of damaged vehicle or surrender of original RC to DTO and affidavit on stamp paper of minimum Rs 25 to be attested by first class magistrate."

- It is evident from SCN that the claim is still under process pending decision by the insurer.
- No approval letter has gone to insured/ complainant as is evident from SCN/ facts emerging during the course of online hearing.
- Till date no formal communications sent to the complainant about the amount of claim approved and mode of settlement adopted by company even after more than 4 years.
- The formalities which are allegedly to be completed with by the complainant are all post claim formalities which are to be completed after the claim is approved and communicated to complainant.
- Company representative during the hearing informed that numbers of letters have been sent to complainant for compliance of formalities, that too in the year 2021 after registration of claim, but not a single copy of the same was shared with this forum.

In view of the facts and circumstances of the case, submissions made by both the parties during online hearing, the casual manner of handling of the claim by the company representative as well as lack of empathy and lacklustre approach towards claim processing and settlement as is reflected in more than 4 years delay in settlement of claim by the insurer needs to be recorded.

Accordingly the insurance company is directed to get the pending post claim formalities by the complainant, completed through responsible representative of insurer within 7 days and settle the claim within 30 days from the receipt of this order under intimation to this office.

If the company fails to comply with the directions, as well as timelines it is directed to place copy of this award before the "Board Committee for Protection of Policy Holder Interest" in their next meeting so that handling of claims and roles & responsibilities of concerned officers can be examined by the committee, for suitable directions.

AWARD

Keeping in view all the facts, documents and submission made by both the parties during online hearing, the insurance company is directed to get the completed formalities through responsible representative of insurer within 7 days and settle the claim within 30 days from the receipt of this order under intimation to this office.

If the company fails to comply with the directions, it is directed to place copy of this award before the Board Committee for protection of policy holder interest in their next meeting so that handling of claims and rolls & responsibilities of concerned officers can be examined by the committee and their wisdom any systemic corrective directions we issued to the concerned.

The attention of the he Insurer is hereby invited to the following provisions of Insurance Ombudsman Rules, 2017:

- a. According to Rule 17(6) the insurer shall comply with the award within 30 days of the receipt of the award and intimate compliance of the same to the Ombudsman.
- b. According to Rule 17 (7) the complainant shall be entitled to such interest at a rate per annum as specified in the regulations, framed under the Insurance Regulatory & Development Authority of India Act from the date the claim ought to have been settled under the Regulations till the date of payment of the amount awarded by the Ombudsman.

(Atul Jerath)

Insurance Ombudsman

December 10, 2021

PROCEEDINGS OF THE INSURANCE OMBUDSMAN, CHANDIGARH

(Under Rule 13 r/w 16 of The Insurance Ombudsman Rules, 2017)

Insurance Ombudsman: Shri Atul Jerath

Case of Shadi Lal Sharma V/S The Oriental Insurance Co.
Ltd.

Complaint Ref. No. : CHD-G-050-2122-0099

1.	Name & Address of the Complainant	Shri Shadi Lal Sharma 162, Devdhar Kharahal, P.O.- Neoli, Tehsil & Distt.- Kullu, Himachal Pradesh- 175138 Mobile No.- 9459383055
2.	Policy No: Type of Policy Duration of policy/Policy period	263202/31/2021/3432 Motor Policy 31-10-2020 To 30-10-2021
3.	Name of the insured Name of the policyholder	Shadi Lal Sharma Shadi Lal Sharma
4.	Name of the insurer	The Oriental Insurance Co. Ltd.
5.	Date of Repudiation	03.05.2021
6.	Reason for repudiation	Procedure and guidelines not followed
7.	Date of receipt of the Complaint	28-06-2021
8.	Nature of complaint	Repudiation of OD Claim
9.	Amount of Claim	Rs.17700/-

10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Rs.17700/-
12.	Complaint registered under Rule no: Insurance Ombudsman Rules, 2017	Rule 13 (1)(b) – any partial or total repudiation of claim by an insurer
13.	Date of hearing/place	03.12.2021 / Online hearing
14.	Representation at the hearing	
	For the Complainant	Mr. Shadi Lal Sharma
	For the insurer	Ms. Santosh Kumar
15	Complaint how disposed	Recommendations under rule 16
16	Date of Award/Order	17.12.2021

17) Brief Facts of the Case: Shri Shadi Lal Sharma (hereinafter, the Complainant), has filed this complaint against the The Oriental Insurance Co. Ltd. (hereinafter, the Insurers) for non settlement of health claim.

18) Cause of Complaint:

a)Complainants argument : He had lodged a claim of Rs. 17700/- of his car vide his letter dt. 04.02.2021 to BO Kullu of insurance company. But Branch office instead of taking decision has forwarded his claim to its controlling office in Mandi for settlement, who took three months to reject his claim. B.O. conveyed their decision vide letter dt. 03.05.2021. Company rejected his claim on the ground that he did not follow its guidelines before preferring the claim, although he was not given a copy of so called guidelines (ALM Policy) of claim. The policy cover does not contain any procedure and general guidelines stated in the letter dt. 03.05.2021. Therefore the action of company rejecting his claim is legally not tenable. He requested for settlement of his claim.

b) Insurers' argument: As per SCN received from company, insured has submitted an application/letter on dt. 04.02.2021 in their office for the loss/accident of insured veh.no. CH01/AE1846 which was occurred on 30.12.2020 at Sector 27 D, Chandigarh and vehicle was repaired without given any information to the insurance company. It is mandatory condition of the insurance policy, when ever any accident arises insured must immediately given information to the insurance company. Hence it is a breach of condition no. 1 of the policy.

Insured has not submitted the estimates of repair to nearest office before starting the repair work and repaired his vehicle without giving intimation. In such situation, company couldn't access the damages of the vehicle and identify whether the accident and damages occurred to vehi.no. CH01AE/1846 or not. As per Section 1 sub section 3(b) & (c) insured have to submit detailed estimate of the cost of repair and given the company every assistance to see the such repair is necessary and charges are reasonable. Further as per claim manual of company and policy condition, it is mandatory to appoint an independent surveyor if the estimated loss is higher than Rs. 5000/- but insured had repaired the vehicle on 30.12.2020 without giving any information to the company. Hence it is breach of policy section 1 sub section 3(a). As per guidelines of the company, insured has not followed the terms and conditions of the policy, hence company denied the claim sent him letter for the same.

19) Reason for Registration of Complaint:- Non settlement of claim.

20) The following documents were placed for perusal.

- | | |
|-----------------------------|-----------------------------------|
| a) Complaint to the Company | b) Copy of Policy Document |
| c) Annexure VI-A | d) Reply of the Insurance Company |

21) Result of Personal hearing with both parties(Observations & Conclusion)

Case called, both parties were present and recall their arguments as noted in Para 18 above. Complainant stated that his car was damaged in accident in Chandigarh for which DDR was also issued, but company was not settling his claim. Company informed that insured has not given immediate intimation and moreover arranged repair without giving opportunity to assess the loss, which is against policy conditions. Complainant informed that his wife is suffering from cancer and he was busy in her treatment, so could not immediately report the loss to the company. At this stage, company has agreed to settle the claim as per terms and conditions of the policy. Complainant

accepted this offer of the company. Thus an agreement of conciliation could be arrived at between the Complainant and the Insurers, which I consider as fair and reasonable for both the parties.

Later on, insurance company telephonically informed that they have paid the above said claim to the satisfaction of the the insured. Complainant vide e-mail dt. 17.12.2021 has also confirmed that he is satisfied with the payment of Rs. 13278/- received from insurance company on 15.12.21 against his above said case. Accordingly the case is closed.

(Atul Jerath)

Insurance Ombudsman

December 17, 2021

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, CHANDIGARH

(Under Rule 13 r/w 16/17 of the Insurance Ombudsman Rules, 2017)

Insurance Ombudsman: Shir Atul Jerath

Case of Pankaj Kumar V/S The United India Insurance Co. Ltd.

Complaint Ref. NO: CHD-G-051-2122-0112

1.	Name & Address of the Complainant	Shri Pankaj Kumar S/o Sh. Suresh Pal, New Jawa Colony, Near Mobile Tower, Noorwala, Panipat, Haryana-132103 Mobile No.- 6416004430
2.	Policy No: Type of Policy Duration of policy/Policy period	0407033116P116917969 Motor Policy 11-03-2017 To 10-03-2018
3.	Name of the insured Name of the policyholder	Pankaj Kumar Pankaj Kumar
4.	Name of the insurer	The United India Insurance Co. Ltd.
5.	Date of Repudiation	20.11.2019
6.	Reason for repudiation	Damages do not coincide the cause of accident and concealment of material facts.
7.	Date of receipt of the Complaint	13-07-2021
8.	Nature of complaint	Non-settlement of claim
9.	Amount of Claim	Rs.215000/-

10.	Date of Partial Settlement	N.A
11.	Amount of relief sought	Rs.215000/- Plus Interest
12.	Complaint registered under Rule no: Insurance Ombudsman Rules, 2017	Rule 13 (1)(b) – any partial or total repudiation of claims by an insurer
13.	Date of hearing/place	14.12.2021/ Online hearing
14.	Representation at the hearing	
	For the Complainant	Shri Pankaj Kumar, the complainant
	For the insurer	Smt. Usha Pal, Manager
15	Complaint how disposed	Award under Rule 17
16	Date of Award/Order	27.12.2021

17. Brief Facts of the Case: Shri Pankaj Kumar (hereinafter, the complainant) has filed this complaint against The United India Insurance Co. Ltd. (hereinafter, the insurers) alleging non-settlement of motor claim.

18. Cause of Complaint:

a) Complainant's argument: His car bearing registration no HR60D-4862 met with an accident but till date claim has not been settled by the insurers in spite of completion of all the documents with surveyor and investigator. His car is lying in the accident condition. No response given by the grievance department of insurance company.

b) Insurer's Argument: The above vehicle met with accident on 08.03.2018 and claim intimation was given to DO Panipat on 09.03.2018 at 2.30pm. Shri Krishan Chand Sidhar was deputed by them to survey and assess the loss. As there was overwriting in date of accident, the date and time of accident could not be ascertained, vehicle number was not mentioned in police report, possibility of injuries in such an alleged major accident cannot be denied, hence the surveyor recommended to investigate the matter and M/s Bharat Associates were deputed

by DO Panipat for investigation in this case. Both the surveyor and investigator wrote multiple letters to the insured to seek clarification and relevant documents which were mandatory to finalize the claim but none of them received any response from the insured. Hence based on the survey report and investigation report the claim has been repudiated But the repudiation letter dated 20.11.2019 sent by speed post was returned undelivered.

19. Reason for Registration of Complaint: Incorrect denial of claim.

20. The following documents were placed for perusal:

- a) Complaint to the Company
- b) Copy of Policy Document
- c) Annexure VI-A
- d) Reply of the Insurance Company

21. Result of Personal hearing with both parties (Observations & Conclusion): Case called, both parties are present and recall their arguments as noted in Para 18 above.

The complainant stated that on the second page of the survey report and on page 27 as per RTI documents, the surveyor has clearly mentioned that the damages were found fresh and attributed with the cause stated by the insured in the claim form. All clarifications mentioned in the claim rejection letter have already been provided to the insurance company.

The representative of the insurance company stated that both the surveyor and investigator wrote multiple letters to the insured to seek clarification and relevant documents which were mandatory to finalize the claim but none of them received any response from the insured. Hence on the basis of survey report and investigation report claim has been repudiated and the decision was communicated to insured vide letter dated 20.11.2019.

It has been observed that Surveyor Sh. Krishan Chand Sidhar at page 2 of his report under the head particulars of loss/damages stated that the damages were found fresh & attributed with the cause stated by the insured in the claim form. He recommended the settlement of loss on net of salvage basis without R.C. But in the same survey report under the head FINDINGS, he states that the damages sustained to the vehicle were abnormal. It is the duty and responsibility of the surveyor to comment on the admissibility, assess the liability of insurer and give clear cut recommendations on the loss being assessed by him. The surveyor

in his report in view of facts above has infact not carried out functions and duties of the surveyor as per of Regulation 13 of IRDAI (Insurance Surveyors & Loss Assessors) (Amendment) Regulations, 2020 and instead concluded his report on the basis of observations of investigator deputed by the insurers.

The investigators Bharat Associates in their report admitted that letter dated 26.05.2018 sent to insured was returned back to them with the post man's remarks that "On enquiry, the address could not be found". The conclusions drawn by the investigator is without any supporting evidence. The investigator has observed that "the damages occurred of the car did not coincide with the cause of accident." The investigator being a non technical person exceeded his brief and tried to do the job of surveyor, who was an independent technical person to comment on the same.

The surveyor on page 2 of his report has clearly stated that "damages were found fresh & attributed with the cause stated by the insured in the claim form. Insured has submitted the estimate of above said repairer of Rs. 5,29,251/-. He even took consent of the insured for settlement of the claim on net of salvage basis without RC for 1,79,000/-. After all the aforesaid action the surveyor surprisingly recommended the claim for No Claim basing his comments on the discrepancies observed by the investigator appointed by the company. The state of affairs as above including, casual and inappropriate handling of the claim by the surveyor and the investigator warrants re-processing of the claim.

Insurers have not placed on record the copies of requirement letters issued to the complainant along with proof of their dispatch. The comments of the dealing officer in claim document reveals that "Insured concealed the material facts and misrepresented that is a violation of policy condition. Further insured not submitted the documents called by the surveyor & investigator, hence claim file closed as No claim due to non-submission of documents".

The complainant has categorically stated during online hearing as well as to this forum that he has not received any letter from insurance company for compliance. Moreover under the RTI filed by him he has received the entire bunch of his file containing 43 pages and none of the letters as purported to have been issued by the insurance company are forming part of this document, which clearly establishes that the company representative is lying and taking shelter of non submissions of documents by him, as a plea for repudiating his claim.

In view of facts narrated above it is evident that the decision of the insurer to denial the claim on the grounds above is not tenable in view of vague report of the surveyor unsubstantiated report of the investigator and failure of the insurer to place an record the letters of the compliance issued by them to complainant with dispatch records to this Forum establishes casual handling of claim.

In view of facts above, submissions during the hearing, the insurance company is directed to re-examine and process the claim after seeking clarification from the complainant and settle the claim on merits of the case, as per policy terms and conditions within 30 days from the receipt of award's copy. The complainant is also directed to submit and pending documents and clarifications within 15 days from the receipt of copy of award.

Award

Taking into account the facts & circumstances of the case and the submissions made by both the parties during the course of hearing, observations and conclusions therein, the insurers are directed to settle the claim as per terms and conditions of the policy within 30 days from receipt of award's copy.

(Atul Jerath)

Insurance Ombudsman

27th December, 2021

PROCEEDINGS OF THE INSURANCE OMBUDSMAN, CHANDIGARH

(Under Rule 13 r/w 17 of The Insurance Ombudsman Rules, 2017)

Insurance Ombudsman: Shri Atul Jerath

Case of Balwan Singh V/S ICICI Lombard General Insurance Co.
Ltd.

Complaint Ref. No. : CHD-G-020-2122-0098

1.	Name & Address of the Complainant	Shri Balwan Singh S/o Sh. Moti Ram, R/o Thanpal, Tehsil- Thakrakote, District- Reasi, Jammu and Kashmir-182312 Mobile No.- 9419104350
2.	Policy No: Type of Policy Duration of policy/Policy period	3008/173661471/00/B00 Motor Policy 21-06-2019 to 20-06-2020
3.	Name of the insured Name of the policyholder	Balwan Singh Balwan Singh
4.	Name of the insurer	ICICI Lombard General Insurance Co. Ltd.
5.	Date of Repudiation	18.12.19
6.	Reason for repudiation	Misrepresentation of facts
7.	Date of receipt of the Complaint	28-06-2021
8.	Nature of complaint	Repudiation of OD claim
9.	Amount of Claim	Rs.2559037/-
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Rs.25,59,037/-
12.	Complaint registered under Rule no: Insurance Ombudsman Rules, 2017	Rule 13 (1)(b) – any partial or total repudiation of claim by an insurer

13.	Date of hearing/place	14.12.2021 / Online hearing
14.	Representation at the hearing	
	For the Complainant	Sh.Balbir Singh
	For the insurer	Sh.Karan Bagdai
15	Complaint how disposed	Award under rule 17
16	Date of Award/Order	20.12.2021

17) Brief Facts of the Case: Shri Balwan Singh (hereinafter, the Complainant), has filed this complaint against ICICI Lombard General Insurance Co. Ltd. (hereinafter, the Insurers) for non settlement of health claim.

18) Cause of Complaint:

a) Complainants argument: He is owner of excavator regn. no. JK20A/5150 insured from 21.06.19 to 20.06.20. On 30.06.2019 driver Parshotam Singh, operator of excavator was on its way from Chaklas work site to Mahore and when he reached at Kansoli the excavator slipped and fell down from the road and rolled down about 300 to 400 meters in trench. The excavator was damaged badly and matter reported to police where FIR no. 41/2019 was registered in PS Mahore under Sec. 279 RPC. The matter was brought to the notice of the concerned insurance company but nothing fruitful was done in the matter. So constrained by the circumstance he lifted the excavator from the spot and got prepared estimate cost of repair of machine through authorized dealer/workshop which came to Rs. 25,59,037/-. The estimate alongwith bills were submitted with the insurance company concerned but until that day said insurance company has not redressed his grievances despite the fact that company has availed all the documents from his and also got completed all the formalities. He requested for payment of Rs. 25,59,037/- as cost/compensation of damages suffered by him.

b) Insurers' argument: Initially company repudiated the claim vide letter dt. 18.12.2019 on the basis of misrepresentation of facts. Company vide e-mail dt. 13.12.2021 informed that they have decided to settle the claim as per terms and conditions of the policy. Vide e-mail dt. 14.12.21, company stated that they have communicated with the complainant and have informed him to

report the said vehicle to the nearest garage in order to enable the surveyor to assess and prepare the assessment basis the actual damages and accordingly the claim can be processed ahead as per terms and conditions of the policy.

19) Reason for Registration of Complaint:- Non settlement of claim.

20) The following documents were placed for perusal.

- | | |
|-----------------------------|-----------------------------------|
| a) Complaint to the Company | b) Copy of Policy Document |
| c) Annexure VI-A | d) Reply of the Insurance Company |

21) Result of Personal hearing with both parties(Observations & Conclusion):

Case called, both parties were present and recall their arguments as noted in Para 18 above. Company has already communicated to complainant to report the said vehicle to the nearest garage in order to enable the surveyor to assess and prepare the assessment of damages, so that claim can be processed ahead as per the terms and conditions of the policy. Complainant while recalling his argument has stated that he filed this case in CJM court Reasi also. He informed that as consumer courts were closed, so he filed this case in CJM court. He never disclosed this fact in his complaint.

As informed by complainant himself, the proceedings of this case are also pending before CJM Court. Hence, in accordance with Rule 14.5 of Insurance Ombudsman Rules, 2017 which states that *"No complaint before the Insurance Ombudsman shall be maintainable on the same subject matter on which proceedings are pending before or wants to file in the Consumer Forum or arbitrator"*, the complaint is closed, although this order will not restrict insurance company to settle the claim as informed by them to complainant and this forum.

(Atul Jerath)

Insurance Ombudsman

Dec. 20, 2021

PROCEEDINGS OF THE INSURANCE OMBUDSMAN, CHANDIGARH

(Under Rule 13 r/w 16 of The Insurance Ombudsman Rules, 2017)

Insurance Ombudsman: Shri Atul Jerath

Case of N K Katyal V/S National InsuranceCo. Ltd. Complaint

Ref. No. : CHD-G-048-2122-0237

1. On 01.11.2021, Sh N K Katyal had filed a complaint in this office against National Insurance Co. Ltd. for non settlement of her health claim under policy no.4201003201145618603.
2. This office pursued the case with the Insurance Company to re-examine the complaint and they agreed to reconsider the claim.
3. Sh N K Katyal, complainant vide letter dated 10.10.2021 has confirmed that she has received claim amount from the company and has given consent to close his complaint.
4. National Insurance Company Ltd, insurer has also provided the payment particulars of claim vide mail dated 02.12.2021 for Rs.4591/-.
5. Accordingly, no further action is required to be taken by this office and the complaint is disposed off under rule 16 of Insurance Ombudsman Act, 2017.

Dated: 20.12.2021

(Atul Jerath)

PLACE: CHANDIGARH

INSURANCE OMBUDSMAN

PROCEEDINGS OF THE INSURANCE OMBUDSMAN, CHANDIGARH

(Under Rule 13 r/w 16 of The Insurance Ombudsman Rules, 2017)

Insurance Ombudsman: Shri Atul Jerath

Case of Kuljeet Singh V/S ICICI Lombard Insurance Co.
Ltd.

Complaint Ref. No. : CHD-G-020-2122-0121

1.	Name & Address of the Complainant	Shri Kuljeet Singh 328, Hansi road, Near ESI Hospital, Jagat Colony Bhiwani (Haryana) Mobile No.- 8883333331
2.	Policy No: Type of Policy Duration of policy/Policy period	3001/O/216229418/00/B00 Stand alone OD Pvt. Car Insurance 22.02.2021 to 21.02.2021
3.	Name of the insured Name of the policyholder	Kuljit Singh Kuljit Singh
4.	Name of the insurer	ICICI Lombard Insurance Co. Ltd
5.	Date of Repudiation	01.07.2021
6.	Reason for repudiation	Misrepresentation of facts
7.	Date of receipt of the Complaint	19.07.2021
8.	Nature of complaint	Repudiation of claim
9.	Amount of Claim	Rs. 433000/-
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Rs. 433000/-

12.	Complaint registered under Rule no: Insurance Ombudsman Rules, 2017	Rule 13 (1)(b) – any partial or total repudiation of claim by an insurer
13.	Date of hearing/place	20.12.2021/ Online hearing
14.	Representation at the hearing	
	For the Complainant	Sh.Kuljeet Singh
	For the insurer	Sh.Karan Bagdai
15	Complaint how disposed	Recommendation under rule 16
16	Date of Award/Order	20.12.2021

17) Brief Facts of the Case: Shri Kuljeet Singh (hereinafter, the Complainant), has filed this complaint against the ICICI Lombard Insurance Co. Ltd. (hereinafter, the Insurers) for non settlement of motor OD claim.

18) Cause of Complaint:

a) Complainants argument : His vehicle become in operative due to technical reasons, because of which it left their at night. On return in morning, he found the vehicle damaged with loss of Rs. 433000/-. Company rejected the claim due to unreasonable reasons.

b) Insurers' argument: Company repudiated the claim of Sh. Kuljit Singh on the basis of misrepresentation of facts vide repudiation letter dt. 01.07.2021. Company informed vide e-mail dt. 13.12.21 that they have decided to settle the claim as per terms and conditions of the policy. Company ready to pay Rs. 419656/- against total invoice of Rs. 428283/- subject to submission of following documents :

1. Payment receipt
2. KYC form
3. Cancelled cheque

19) Reason for Registration of Complaint:- Non settlement of claim.

20) The following documents were placed for perusal.

a) Complaint to the Company
c) Annexure VI-A

b) Copy of Policy Document
d) Reply of the Insurance Company

21) Result of Personal hearing with both parties(Observations & Conclusion)

Case called, both parties are present and recall their arguments as noted in Para 18 above. Insurance company has confirmed that they have received the requisite documents asked from complainant. At this stage, Insurance company offers to settle the above claim of complainant for Rs.419656/-. Complainant Sh. Kuljeet Singh accepts this offer of insurance company. Thus an agreement of conciliation could be arrived at between the Complainant and the Insurers, which I consider as fair and reasonable for both the parties.

AWARD

The complaint is resolved in terms of the agreement of conciliation arrived at between the Complainant and the Insurers. Accordingly, the Company should pay claim of Rs.419656/- under above said case within 30 days of receipt of award as per section 17(6) of Ombudsman Rules, 2017.

(Atul Jerath)

Insurance Ombudsman

December 20, 2021

PROCEEDINGS OF THE INSURANCE OMBUDSMAN, DELHI
(Under Rule 13 r/w 16 of the Insurance Ombudsman Rules, 2017)

Ombudsman: Shri Sudhir Krishna

Case of Plash Mittal Versus Bharati Axa General Insurance Company Ltd.

Complaint Ref. No.: DEL-G-007-2122-0209

1.	Name & Address of the Complainant	Shri Plash Mittal, P 53/2, Dhansa Road, Gali No. 3, Gopal Nagar Extn., Dhansa Road, Najafgarh, Delhi 110043
2.	Policy No: Type of Policy Duration of policy/Policy period	SD420783 Motor- 2 wheeler package policy 19.11.2020-18.11.2021
3.	Name of the insured Name of the policy holder	Plash Mittal Plash Mittal
4.	Name of the insurer	Bharati Axa General Insurance Company Ltd.
5.	Date of repudiation	05.02.2021
6.	Reason for repudiation	Delay in intimation of theft
7.	Date of receipt of the complaint	12.11.2021
8.	Nature of complaint	Rejection of claim
9.	Amount of claim	Rs 57463/-
10.	Date of partial settlement	NA
11.	Amount of partial settlement	NA
12.	Amount of relief sought	Rs 57463/-
13.	Complaint registered under Rule No. of the Insurance Ombudsman Rules, 2017	Rule 13(1) (b) – any partial or total repudiation of claim by insurer.
14.	Date of hearing/place	14.12.2021, Delhi, Online, Via WebEx
15.	Representation at the hearing	
	For the Complainant	Shri Plash Mittal, the Complainant
	For the insurer	Shri Ashay Mahajan, Chief Manager (Legal)
16.	Date of Award/Order	Recommendation under Rule 16/ 14.12.2021

17. Brief Facts of the Case: Shri Plash Mittal (hereinafter referred to as the Complainant) has filed this complaint against the decision of the Bharati Axa General Insurance Company Ltd. (since amalgamated in the ICICI Lombard GIC Ltd., and hereinafter referred to as the Insurers or the Respondent Insurance Company) alleging wrong rejection of his two-wheeler theft claim.

18. Cause of Complaint:

a) Complainant's Argument: The Complainant has stated that he had taken Smart Drive Two Wheeler Standalone insurance for his bike TVS Apache RTR 160 bearing registration number DL 4S CW 9861 from the Respondent. The said vehicle was stolen from outside his office where he had parked it at 9 AM on 26.11.2020. The FIR was lodged with P.S. Punjabi Bagh West on 26.11.2020. The final Untraced Report was given by the ACMM West District Tis Hazari on 25.03.2021. He apprised the Respondent about the same. The Respondent repudiated his claim citing delay in informing them about the theft of the vehicle. He represented against the rejection on 21.04.2021. As there is no outcome of the same, he has approached this forum for relief.

Case of Plash Mittal Versus Bharat Axa General Insurance Company Ltd.

Complaint Ref. No.: DEL-G-007-2122-0209

b) Insurers Argument: The Insurers in their email of 13.12.2021 have conveyed the decision to honour the claim as per policy terms and conditions after reviewing the case. They require RC, Letter of Indemnity, and Final Report from the Complainant. They will make a payment of Rs.57363/- subject to the fulfillment of the conditions as put forth.

19. Reason for registration of Complaint: Rejection of claim.

20. The following documents were placed for perusal:

- a) SCN, Insurance policy, Endorsement, Investigation report.
- b) FIR, Final Untraced Report.
- c) Letter to GRO.

21. Result of hearing of the parties (Observations and Conclusion):

Case called. Parties are present and recall their arguments as noted in Para 18 above.

At this stage, the Insurers offer to review and settle the claim as per the terms and conditions of the Policy, if the Complainant could submit the RC particulars, Letter of Indemnity and the Court Approved Final Report. The Complainants accept this offer and assures to submit all these documents immediately. Thus an agreement of conciliation could be arrived at between the Complainants and the Insurers, which I consider as fair and reasonable for both the parties.

Award

The complaint is resolved in terms of the agreement of conciliation arrived at between the Complainant and the Insurers. Accordingly, the Insurers shall review and settle the claim as per the terms and conditions of the Policy, for which the Complainant shall submit the required documents as stated above.

Parties should implement this agreement within 30 days.

(Sudhir Krishna)
Insurance Ombudsman
December 14, 2021

PROCEEDINGS OF THE INSURANCE OMBUDSMAN, DELHI
(Under Rule 13 r/w 17 of the Insurance Ombudsman Rules, 2017)

Ombudsman: Shri Sudhir Krishna

Case of Rishi Yadav Versus Go Digit General Insurance Company Ltd.

Complaint Ref. No.: DEL-G-059-2122-0198

18. Brief Facts of the Case: Shri Col. Rishi Yadav (Retd.) (hereinafter referred to as the Complainant) had filed the complaint against the decision of Go Digit General Insurance Company Ltd. (hereinafter referred to as the Insurers) alleging inadequate settlement of the own damage claim of his car.

1.	Name & Address of the Complainant	Shri Rishi Yadav, Suraj Niwas, Village Nurpur, Jharsa, PO Badshahpur, Sector 68, Gurugram 122101
2.	Policy No: Type of Policy Duration of policy/Policy period	D020695655 Motor 18.08.2020-17.08.2021
3.	Name of the insured Name of the policy holder	Rishi Yadav Rishi Yadav
4.	Name of the insurer	Go Digit General Insurance Company Ltd.
5.	Date of repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the complaint	09.11.2021
8.	Nature of complaint	Inadequate settlement of claim and delay
9.	Amount of claim	Rs. 228622/-
10.	Date of partial settlement	06.09.2021
11.	Amount of partial settlement	Rs. 128028/-
12.	Amount of relief sought	Rs. 98815/-
13.	Complaint registered under Rule No. of the Insurance Ombudsman Rules, 2017	Rule 13(1) (b) – any partial or total repudiation of claim by insurer.
14.	Date of hearing/place	06.12.2021, Delhi, Online, Via WebEx
15.	Representation at the hearing	
	For the Complainant	Shri Rishi Yadav, the Complainant
	For the insurer	Shri Sandeep Mohanty, Associate Manager (Corp. Legal)
16.	Date of Award/Order	Award under Rule 17/ 06.12.2021

19. Cause of Complaint:

- a) **Complainant's Argument:** The Complainant had insured his vehicle, Jaguar XE20L bearing Registration no. HR 26 DH 4629 with the Insurer under Digit Private Car Package policy. He is the second owner of the vehicle and the policy was endorsed in his name on 02.04.2021. The endorsed policy had mentioned about the bumper scratch as existing damage. The vehicle met with an accident on 31.07.2021 and it was taken to the repairer AMP Motors and Go Digit representative surveyed the vehicle on 04.08.2021. The insurer gave the VRO (Vehicle Repair Order) on 09.08.2021. He was informed about the completion of repairs by the repairer on 18.08.2021. They were waiting for VDO (Vehicle Delivery Order) from the insurer. The complainant asked the insurer to provide the same but they harassed him by stating that he tried to influence

Case of Rishi Yadav Versus Go Digit General Insurance Company Ltd.
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and get the existing damages covered in the reported claim. Earlier the VRO had stated damage to headlight, fender and bumper. But the insurer retracted and covered the damage to fender and headlight only. The complainant expressed his displeasure while giving his consent for the partial payment of Rs 128028/- He paid the balance amount to the repairer himself to get the delivery of the vehicle. He has stated that he represented against the allegations of misrepresentation and delay caused in settlement of claim to the insurer but they allowed the payment of Rs 128028/- against the repair bill of Rs.228622/-. He then approached this forum for relief.

- b) **Insurer's Argument:** The Insurers in their SCN dated 22.11.2021 have stated that there is a delay of 4 days in intimation of accident by the complainant. The Policy Condition No. 1 states that the insurer should be given immediate notice in the event of an accidental loss or damage. The delay affects in correctly analysing the admissibility of the claim. They appointed a surveyor who visited the workshop to ascertain and assess the loss. In his initial assessment, the surveyor did consider the front bumper. However such consideration by the surveyor does not imply the admission of liability by the insurer. They had asked the complainant to provide the documentary evidence of the cause of loss since the present damages had occurred on the left front side previously also. They considered complainant's reply, survey report, photographs and pre-existing damages as per pre-inspection and made a payment of Rs.128028/- towards the repairs. The front bumper was not covered as the same was reported damaged at the time of pre-inspection of the vehicle. They have denied any deficiency of service on their part.

19. Reason for registration of Complaint: Inadequate payment of claim.

20. The following documents were placed for perusal:

- a) SCN, Policy, Photographs.
- b) Vehicle repair order, Vehicle delivery order.
- c) Letter to GRO.

21. Result of hearing of the parties (Observations and Conclusion):

Case called. Parties are present and recall their arguments as noted in Para 18 above.

The insured vehicle had met with an accident on 31.07.2021 and it was taken to the repairer AMP Motors. The Insurers' representative surveyed the vehicle on 04.08.2021, whereafter the Insurers gave the VRO (Vehicle Repair Order) on 09.08.2021. The Complainant and the Insurers were informed about the completion of repairs by the repairer on 18.08.2021. The Insurers issued the Vehicle Delivery Order (VDO) on 06.09.2021. The VRO had estimated the repair cost (Total Liability) as Rs. 228662, whereas the VDO had mentioned it as Rs. 128027. For both, VRO and VDO, the Customer Liability was stated as Rs. 2000. In essence, the VDO had omitted the cost of replacement of the Front Bumper, which was indicated as a pre-existing damage and hence was considered by the Insurers as liable for exclusion as per the policy terms. The Insurers have argued that the VRO was only an estimate and was not a admission of liability by them and that their actual liability was as per the VDO only.

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I have examined the wordings of the Policy, the VRO and the VDO. The VRO, which was issued after due inspection by the surveyor deputed by the Insurers, had indeed stated that it was not an approval of the insured's claim or of the insurer's liability and the final approval would be as per the VDO, which would be issued after review of the documents such as RC and the DL. Therefore, the VDO can differ from the VRO only if the required documents are not available or if additional repairs not listed in the VRO are carried out. Therefore, the replacement of the bumper, which was incorporated in the VRO, should not have been omitted for reimbursement, per se. However, the issue of pre-existing damages also needs to be settled. The Policy has indicated 'Front Bumper Scratch' as pre-existing damage liable for exclusion. But that would not mean that any further damage to the front bumper would remain excluded. In these circumstances, the claim in regard to replacement of the bumper shall deserve to be settled on non-standard basis, at 75% of the cost of replacement with a

new bumper. In addition, the Insurers would also need to pay interest to the Complainant in terms of the provisions of the IRDAI (Protection of Policyholders' Interests) Regulations 2017 from the date the repairers completed the repairs and sent the bill to the Insurers for payment and till the date the Insurers pay the amount under this Award to the Complainant. The complaint deserves to be allowed accordingly.

Award

The complaint is allowed and the Insurers are directed to settle the disallowed claim for replacement of the front bumper on non-standard basis, at 75% of the cost of replacement with a new bumper, and also pay interest to the Complainant as stated above, within 30 days.

(Sudhir Krishna)
Insurance Ombudsman
December 06, 2021

PROCEEDINGS OF THE INSURANCE OMBUDSMAN, DELHI
(Under Rule 13 r/w 17 of the Insurance Ombudsman Rules, 2017)

Ombudsman: Shri Sudhir Krishna

Case of Satish Kumar Versus ACKO General Insurance Company Ltd.

Complaint Ref. No.: DEL-G-056-2122-0206

20. Brief Facts of the Case: Shri Satish Kumar (hereinafter referred to as the Complainant) had filed this complaint against the decision of ACKO General Insurance Company Ltd. (hereinafter referred to as the Insurers) alleging short payment of his motor own damage claim.

21. Cause of Complaint:

1.	Name & Address of the Complainant	Shri Satish Kumar, T-7/906, RPS Savana, Sector 88, Faridabad 121002
2.	Policy No: Type of Policy Duration of policy/Policy period	DCCR00349718039/00 Motor 30.12.2020-29.12.2021
3.	Name of the insured Name of the policy holder	Satish Kumar Satish Kumar
4.	Name of the insurer	HDFC Ergo General Insurance Company Ltd.
5.	Date of repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the complaint	10.11.2021
8.	Nature of complaint	Inadequate settlement of motor own damage claim
9.	Amount of claim	Rs.18779/- (Labour Charges)
10.	Date of partial settlement	11.09.2021
11.	Amount of partial settlement	Rs.12000/-
12.	Amount of relief sought	Rs. 10000/-
13.	Complaint registered under Rule No. of the Insurance Ombudsman Rules, 2017	Rule 13(1) (b) – any partial or total repudiation of claim by insurer.
14.	Date of hearing/place	06.12.2021, Delhi, Online, Via WebEx
15.	Representation at the hearing	
	For the complainant	Shri Satish Kumar, the complainant
	For the insurer	1. Shri Rajesh Dhane, Senior Director & Head (Litigation) 2. Shri Narender Jain, Associate Director & Zonal Head (North)
16.	Date of Award/Order	Award under Rule 17/ 06.12.2021

c) Complainant's Argument: The complainant had insured his vehicle, a Hyundai i10 bearing Registration no. HR 51AL2585 with the Insurers from 30.12.2020 to 29.12.2021 under Private Car Package policy. He had lodged the own damage claim with the insurers who appointed a surveyor to assess the loss. He has complained that the surveyor assessed an amount of Rs. 9000/- towards labour charges against an initial estimate of Rs. 20000/- for this component. The insurers deducted Rs 7457/- from labour charges. He had represented to the insurer's grievance cell but they refused to pay the deducted amount. He has now approached this office to get his complaint redressed.

d) Insurer's Argument: The Insurers in their SCN of 02.12.2021 have stated that the damage to the insured vehicle was reported on 25.08.2021 following which an IRDA licensed surveyor was

Case of Satish Kumar Versus ACKO General Insurance Company Ltd.

Complaint Ref. No.: DEL-G-056-2122-0206

appointed by them. He assessed the damage and issued the work order to the workshop on 27.08.2021. The work order mail was provided to the insured and the repairer stating the repair charges as Rs. 9000/- The repairs were completed on 05.09.2021 but the invoice bears the date as 31.08.2021 showing enhanced labour charges. Neither the insurer nor the surveyor was given any prior intimation for this increase in labour charges. The insurers as a customer centric gesture approved an increased amount of Rs. 12000/- towards the labour cost. They did not allow the alignment charges and cost of lubrication as the same is not a part of the accidental damages. They have paid the claim keeping in view the IRDA guidelines for calculation of labour charges. Hence there is no deficiency on their part as regards the complaint made by the insured. They maintain that they are justified in making such deductions as per the assessment of the surveyor and policy terms and conditions.

22. Reason for registration of Complaint: Short payment of claim.

23. The following documents were placed for perusal:

- a) SCN, Policy, Repair Bill.
- b) Survey Report, Work Order, Delivery Order, IRDA Circular.
- c) Letter to GRO

22. Result of hearing of the parties (Observations and Conclusion):

Case called. Parties are present and recall their arguments as noted in Para 18 above.

The Complainant states that he wishes to confine his complaint to the inadequate settlement of the labour charges, for which he had claimed an amount of Rs. 20,000, whereas the Insurers paid him only Rs. 12,000. The Insurers state that upon receipt of the claim intimation, they had appointed a surveyor, who, after conducting the required survey, had recommended only Rs. 9000 towards labour

charges, but they still paid a higher amount of Rs. 12,000 as customer-centric gesture. As the Insurers had settled the claim after following the due procedure of survey, they cannot be faulted in the settlement of the claim. Pursuantly, the complaint shall deserve to be rejected.

Award

The complaint is rejected.

(Sudhir Krishna)
Insurance Ombudsman
December 06, 2021

PROCEEDINGS OF THE INSURANCE OMBUDSMAN, DELHI
(Under Rule 13 r/w 17 of the Insurance Ombudsman Rules, 2017)

Ombudsman: Shri Sudhir Krishna

Case of Aman Arora Versus The Liberty General Insurance Limited

Complaint Ref. No.: DEL-G-028-2122-0191

24. Brief Facts of the Case: Shri Aman Arora (hereinafter referred to as the Complainant) has filed this complaint against the decision of TheLiberty General InsuranceLtd. (hereinafter referred to as the Insurers) alleging wrongrepudiation of Motor Claim.

25. Cause of Complaint:

1.	Name & Address of the Complainant	Shri Aman Arora, House No. 219, Block-C, Pocket-7, Sector-8, Rohini, New Delhi-110085
2.	Master Policy No:/Certificate No. Type of Policy Duration of policy/Certificate period	201120010220700251401000 Private CarPackage Policy 20.06.2020 To19.06.2021
3.	Name of Policy Holder Name of Insured	Mansi Gupta Mansi Gupta
4.	Name of the Insurer	The Liberty General Insurance Limited
5.	Date of repudiation	30.06.2021
6.	Reason for repudiation	Policy not in the name the Complainant
7.	Date of receipt of the complaint	25.08.2021
8.	Nature of complaint	Repudiation of Claim
9.	Amount of Claim	Rs. 324000/-
10.	Date of partial settlement	N.A.
11.	Amount of partial settlement	N.A.
12.	Amount of relief sought	Rs. 324000/--
13.	Complaint registered under Rule No. of the Insurance Ombudsman Rules, 2017	Rule 13(1)(b) – any partial or total repudiation of claims by an insurer
14.	Date of hearing/place	09.12.2021, Delhi, Online, Via WebEx
15.	Representation at the hearing	
	For the Complainant	Shri Aman Arora, the Complainant
	For the insurer	Ms Shraddha Kinare, Corporate Legal Manager
16.	Date of Award/Order	Award under Rule 17/ 09.12.2021

a. Complainant's Argument: He purchased Maruti Wagon R Regd. No. DL05CP0491 from MsMansi Gupta through Satish Motors Rohini on 01.01.2021 and got all relevant papers for transfer of RC from Ms Mansi Gupta on 02.01.2021. The said vehicle was insured from Liberty General Insurance Ltd. Policy No.

201120010220700251401000 in the name of MsMansi Gupta for period 20.06.2020 to 19.06.2021. Meanwhile his parents got infected with Covid-19 and he could not approach Insurance Company to transfer the policy in his name from Insurers. The said car got stolen from outside of his house on 27.04.2021. He lodged FIR at Rohini Police Station immediately on 27.04.2021 and intimated to Insurance Company for the loss. He submitted all the required documents / information to Insurance Company and was assured by Insurers that he will get amount equal to IDV of the vehicle. But the Insurers repudiated the claimstating that Policy was in the name of Ms Mansi Gupta while RC in the name of Mr. Aman Arora, hence he did not have any insurable interests in the vehicle at the time of theft. Complainant wrote to GRO on08.07.2021 but claim was denied with the same reason. Therefore, he has approached this forum for relief.

Case of Aman Arora Versus The Liberty General Insurance Limited

Complaint Ref. No.: DEL-G-028-2122-0191

b. Insurer's Argument: The Insurers in their SCN dated nil have stated that they had issued Private Car Package Policy No. 201120010220700251401000 for the period 20.06.2020 to 19.6.2021 to Ms. Mansi Gupta for vehicle Wagon R Regd. No. DL05CP0491. On receipt of claim intimation for theft of vehicle on 27.04.2021, Insurers deputed independent Investigator, M/s Triple P Associates who concluded that at the material time of loss (27.04.2021), the registered owner as per RC was Mr. Aman Arora, but the policy was issued to Ms Mansi Gupta. The said vehicle was purchased by Mr. Aman Arora on 31.12.2020 but did not apply for transfer of insurance policy in his name for almost four month. Requirement of transfer of insurance is necessary to ensure that the new owner secures own damage coverage. The application for transfer is mandated under provision of GR No.17 of the Motor Tariff being the Rules & Regulations governing motor insurance in India. Complainant had filed Covid-19 positive report of his parent stating that due to medical emergency, he could not approach Insurance Company for transfer of insurance in his name, but the RC was transferred in his name in January 2021 itself and the complainant had sufficient time and opportunity to get the insurance transferred in his name. He neither sent request on email nor approached the call centre for the same. Hence the claim has rightly been repudiated as per policy terms and conditions.

26. Reason for registration of Complaint: Repudiation of Motor Claim.

27. The following documents were placed for perusal:

- a) Investigation report
- b) Repudiation Letter
- c) GRO

28. Result of hearing of the parties (Observations and Conclusion):

Case called. Parties are present and recall their arguments as noted in Para 18 above.

The Complainant had purchased subject vehicle from the previous owner on 31.12.2020 and got the RC transferred in his name on 02.01.2021. However, he did not get the insurance policy transferred in his name, which according to the Complainant, happened due to his preoccupation with his parents' illness with Corona. The Insurers state that the Complainant while getting the RC transferred, he could have as well got the insurance policy transferred in his name, which was also possible to be done online. As a result, when the vehicle got stolen from outside of his house on 27.04.2021, the insurance policy was not in his name. Moreover, his parents were detected Corona Positive on 20.04.2021, which was about 4 months after the transfer of the RC and hence this is not a justified ground for the delay in securing the insurance policy transferred in his name. In these circumstances, the Insurers were justified in repudiating the claim. Pursuantly, the complaint shall deserve to be rejected.

Award
The complaint is rejected.

(Sudhir Krishna)
Insurance Ombudsman
December 09, 2021

PROCEEDINGS OF THE INSURANCE OMBUDSMAN, DELHI
(Under Rule 13 r/w 16 of the Insurance Ombudsman Rules, 2017)

Ombudsman: Shri Sudhir Krishna

Case of Jai Prakash Versus The Bajaj Allianz General Insurance Company Ltd.

Complaint Ref. No.: DEL-G-005-2122-0188

29. Brief Facts of the Case: Shri Jai Prakash (hereinafter referred to as the Complainant) has filed this complaint against the decision of The Bajaj Allianz General Insurance Company Ltd. (hereinafter referred to as the Insurers) alleging wrong repudiation of Motor Claim.

30. Cause of Complaint:

1.	Name & Address of the Complainant	Shri Jai Prakash House No. 96-A, Gali No. 4, Gautam Colony, Behind Narela Police Station, Narela, New Delhi- 110040
2.	Master Policy No:/Certificate No. Type of Policy Duration of policy/Certificate period	OG-21-9910-1801-00104820 Private Car Package Policy 29.07.2020 to 28.07.2021
3.	Name of Policy Holder Name of Insured	Jai Prakash Jai Prakash
4.	Name of the Insurer	The Bajaj Allianz General Insurance Co. Ltd.
5.	Date of repudiation	05.03.2021
6.	Reason for repudiation	Not provided facts of the claim which is violation of policy Condition No. 1
7.	Date of receipt of the complaint	17.03.2021
8.	Nature of complaint	Repudiation of Claim
9.	Amount of Claim	Rs. 176537/-
10.	Date of partial settlement	N.A.
11.	Amount of partial settlement	N.A.
12.	Amount of relief sought	Rs. 450000/--
13.	Complaint registered under Rule No. of the Insurance Ombudsman Rules, 2017	Rule 13(1)(b) – any partial or total repudiation of claims by an insurer
14.	Date of hearing/place	09.12.2021, Delhi, Online, Via WebEx
15.	Representation at the hearing	
	For the Complainant	Shri Jai Prakash, the Complainant
	For the insurer	Shri Shyama Charan Vats, Manager (Legal)
16.	Date of Award/Order	Recommendation under Rule 16/ 09.12.2021

a) Complainant's Argument: He had taken Private Car Package Policy No. OG-21-9910-1801-00104820 for his Car Maruti Celerio, Regd. No. DL9CAQ4274 from the Insurers for the period 29.07.2020 to 28.07.2021. On 08.01.2021, when his son Mr. Kaushal Attri was driving the car towards Sonapat from Narela via Nahar (Canal), suddenly a vagabond cow came in front of the car. To save the accident, Kaushal Attri steered his car towards left side, but the car hit with pillar on the left side of road causing the car badly damaged. The damaged car was towed and taken to nearest Service Centre M/S. D. D. Motors, Narela, Delhi. Next day complainant intimated the accident to Insurance company and submitted all documents/information to survey Mr. Mukesh Setia and Investigator Mr. Manish Rajput. He also submitted treatment papers of his injured son Mr. Kaushal Attri and all required information to insurance Company. But Insurance Company repudiated the claim stating that facts and full information relating to accidents not provided. He wrote to GRO on 09.03.2021 but did not get the claim. Therefore, he has approached this forum for relief.

Case of Jai Prakash Versus The Bajaj Allianz General Insurance Company Ltd.
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b) Insurer's Argument: The Insurers in their SCN dated 19.11.2021 have stated that they had issued Private Car Package Policy No. OG-21-9910-1801-00104820 to cover complainant's Car Regd. No. DL9CAQ4274 for the period 29.07.2020 to 28.07.2021. On receipt of claim intimation, Insurers deputed Mr. Mukesh Setia to survey and assess the loss and M/s Royal investigator to investigate the accidental facts. Surveyor assessed the loss for an amount Rs. 176537/- but as per investigator, he found hairs stuck on left inner side of broken windshield which showed someone had collided on windshield from left seat, blood stain was also found on left door trim and gloves box was also broken which could have happened only due to collision of co-passenger, but driver did not share the details of the same and straightway denied it. The Investigator also visited spot of loss where they did not find any eyewitness and accidental impact on pole in which said vehicle collided but found only minor scratches on pole which did not justify vehicle damages. In view of these facts Insurers sent a letter on 17.02.2021 to the complainant seeking clarification regarding this misrepresentation, but the insured failed to give any satisfactory reply/explanation. Therefore, Insurers repudiated the claim in accordance with Policy Condition No. 1 as the complainant had misrepresented, intentionally concealed, and not disclosed the correct facts related to accident.

19. Reason for registration of Complaint: Repudiation of Mediclaim.

20. The following documents were placed for perusal:

- a) Investigation and Survey Report
- b) Repudiation Letter
- c) GRO

21. Result of hearing of the parties (Observations and Conclusion):

Case called. Parties are present and recall their arguments as noted in Para 18 above.

At this stage, the Insurers offer to make a payment of Rs. 1,32,000 to the Complainant in full and final settlement of the claim. The Complainant accepts this offer. Thus an agreement of conciliation could be arrived at between the Complainant and the Insurers, which I consider as fair and reasonable for both the parties.

Award
The complaint is resolved in terms of the agreement of conciliation arrived at between the Complainant and the Insurers. Accordingly, the Insurers shall make a payment of Rs. 1,32,000 to the Complainant in full and final settlement of the claim, within 30 days.

(Sudhir Krishna)
Insurance Ombudsman
December 09, 2021

PROCEEDINGS OF THE INSURANCE OMBUDSMAN, DELHI
(Under Rule 13 r/w 16 &17 of the Insurance Ombudsman Rules, 2017)

Ombudsman: Shri Sudhir Krishna

Case of Naveen Kumar Versus The Reliance General Insurance Company Ltd.

Complaint Ref. No.: DEL-G-035-2122-0187

31. Brief Facts of the Case: Shri Naveen Kumar (hereinafter referred to as the Complainant) has filed this complaint against the decision of The Reliance General Insurance Company Ltd. (hereinafter referred to as the Insurers) alleging wrong repudiation of claim.

32. Cause of Complaint:

1.	Name & Address of the Complainant	Shri Naveen Kumar A-2/5, 2 nd Fl., Janakpuri, New Delhi-110058
2.	Master Policy No./Certificate No. Type of Policy Duration of policy/Certificate period	110821923110136455 Private Car Package Policy 10.11.2019 to 09.11.2020
3.	Name of Policy Holder Name of Insured	Naveen Kumar Naveen Kumar
4.	Name of the Insurer	The Reliance General Insurance co. ltd.
5.	Date of repudiation	13.08.2020
6.	Reason for repudiation	Driver was not having Effective DL at the time of Accident
7.	Date of receipt of the complaint	10.09.2021
8.	Nature of complaint	Repudiation of Claim
9.	Amount of Claim	Rs. 132000/-
10.	Date of partial settlement	N.A.
11.	Amount of partial settlement	N.A.
12.	Amount of relief sought	Rs. 132000/--
13.	Complaint registered under Rule No. of the Insurance Ombudsman Rules, 2017	Rule 13(1)(b) – any partial or total repudiation of claims by an insurer
14.	Date of hearing/place	09.11.2021, Delhi, Online, Via WebEx
15.	Representation at the hearing	
	For the Complainant	Shri Naveen Kumar, the Complainant
	For the insurer	Ms Sakshi Kriti, Legal Manager
16.	Date of Award/Order	Recommendation under Rule 16 & Award under Rule 17/ 09.12.2021

c) Complainant's Argument: His cousin Chirag Solanki was driving the car Regd. No. DL2CAK0402 on 23.06.2020 at 10.00 p.m. near Jai Vihar, Nangloi. Suddenly a vehicle came in front side and to save the accident, the driver steered the car to its left side, but the car hit with pulia as the road was narrow and got damaged. Complainant carried his car at Galaxy Automobiles through Saini Crane Service on 25.06.2020 and intimated the accident to Insurance Company. Surveyor Mr. Mohit, deputed by Insurers, conducted survey and asked complainant to submit extract of DL. Surveyor also told that vehicle was badly damaged and claim would be settled on total loss. After some days an investigator Mr. Ramesh Panwar contacted him and asked to show the spot of accident. Complainant carried Mr. Panwar at spot and updated him with incidence of accident. Complainant

Case of Naveen Kumar Versus The Reliance General Insurance Company Ltd.

Complaint Ref. No.: DEL-G-035-2122-0187

submitted all required documents including Extract of DL. But he was surprised to receive the Repudiation letter stating that the claim had been repudiated as the DL was not effective. Complainant wrote to GRO on 20.06.2021 but the Insurers repudiated the claim with the same reason. Therefore, he has approached this forum for relief.

d) Insurer's Argument: The Insurers in their SCN dated 16.11.2021 have stated that they had issued Reliance Private Car Package Policy No. 110821923110136455 for the period 10.11.2019 to 09.11.2020 against vehicle no. DL2CAK0402. After receiving the claim documents and on scrutinizing the Driving License of Mr. Chirag Solanki who was driving the vehicle at the time of accident, found that said DL was not valid to drive LMV-NT Vehicle as the DL ceased to be effective from 23.12.2015. As the License was not effective at the time of accident, it is a Violation of Rules as per Motor Vehicle Act. Therefore, in the light of Motor Vehicle Act and Policy Schedule under Driver Clause, the claim was rightly repudiated, as the driver was not holding effective driving license.

33. Reason for registration of Complaint: Repudiation of claim.

34. The following documents were placed for perusal:

- d) Extract of Driving License
- e) Repudiation Letter
- f) GRO

21. Result of hearing of the parties (Observations and Conclusion):

Case called. Parties are present and recall their arguments as noted in Para 18 above.

At this stage, the Insurers offer to settle the claim on 'Total Loss' basis as under:

- 1) If the Complainant retains the salvage, then settlement will be at the IDV less the Salvage Value;
- and

2) If the Complainant does not retain the salvage, then he shall surrender the RC to the Registration Authority and submit the RC Surrender Certificate to Insurers and settlement will be at the IDV.

In either case, the Compulsary Excess shall be deducted as per policy terms & conditions.

The Complainant accepts this offer. Thus an agreement of conciliation could be arrived at between the Complainant and the Insurers, which I consider as fair and reasonable for both the parties.

The Complainant also seeks interest on the delayed settlement of his claim, to which the Insurers show reluctance. On examination of this aspect, it is noticed that the settlement was initially delayed owing to non-submission of the Driving Licence (DL) by the Complainant. However, the Complainant had submitted the DL to the Sarita Vihar Office of the Insurers on 14.09.2020 and there was no further submission of documents required from the Complainant. Therefore, the Insurers were responsible for delay beyond 14.09.2020 and would therefore need to pay interest to the Complainant on the delay in settlement of the claim from 14.09.2020 till the date they make

Case of Naveen Kumar Versus The Reliance General Insurance Company Ltd.

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the payment to him, in terms of the provisions of the IRDAI (Protection of Policyholders' Interests) Regulations 2017.

The complaint is resolved accordingly and the summary of the Award is as below:

Award
<p>Recommendation under Rule 16:</p> <p>The complaint in regard to the non-settlement of the claim is resolved in terms of the agreement of conciliation arrived at between the Complainant and the Insurers. Accordingly, the Insurers shall settle the claim on total loss basis with the option to the Complainant in regard to retaining the salvage as described above.</p> <p>Award under Rule 17:</p> <p>The Insurers should pay interest to the Complainant for the delay in settlement of the claim as stated above.</p> <p>Parties should implement this Award within 30 days.</p>

(Sudhir Krishna)
Insurance Ombudsman
December 09, 2021

PROCEEDINGS OF THE INSURANCE OMBUDSMAN, DELHI
(Under Rule 13 r/w 17 of the Insurance Ombudsman Rules, 2017)

Ombudsman: Shri Sudhir Krishna

Case of Satya Pal Gupta versus National Insurance Company Ltd.

Complaint Ref. No.: DEL-G-048-2122-0214

1.	Name & Address of the Complainant	Shri Satya Pal Gupta AA-292, Shalimar Bagh, Delhi - 110088
2.	Policy No. Type of Policy Policy term/policy period	36140031196100794712 Private Car Package Policy 26.11.2019 to 25.11.2020
3.	Name of the insured Name of the policy holder	Satya Pal Gupta Satya Pal Gupta
4.	Name of insurer	National Insurance Company Ltd.
5.	Date of repudiation	29.06.2021
6.	Reason for grievance	Rejection of Motor Claim
7.	Date of receipt of the complaint	19.11.2021
8.	Nature of complaint	Rejection of Motor Claim
9.	Amount of claim	Rs.1,32,828/-
10.	Date of partial settlement	N.A.
11.	Amount of partial settlement	N.A.
12.	Amount of relief sought	Rs.1,32,828/- as per Form VI
13.	Complaint registered under Rule No. of the Insurance Ombudsman Rules 2017	Rule 13(1)(b)- Partial or Total Repudiation of Claims by the Insurer

14.	Date of hearing	21.12.2021
	Place of hearing	Delhi, Online Video Conferencing via Cisco WebEx
15.	Representation at the hearing	
	For the complainant	Shri Satya Pal Gupta, the complainant
	For the Insurer	Smt. Anamika Jain, Asst. Manager, DO-1, Gurugram
16.	Date of Award/Order	Award under Rule 17/ 21.12.2021

17. Brief Facts of the Case: Shri Satya Pal Gupta (hereinafter referred to as the complainant) has filed this complaint against the decision of National Insurance Co. Ltd.(hereinafter referred to as the Insurers) alleging wrong rejection of Motor Claim.

18. Cause of Complaint:

a) Complainant's Argument:He had taken the Private Car Package policy from National Insurance Co. for his car bearing Registration No.DL-8CS-5899 for the period 26.11.2019 to 25.11.2020 for IDV of Rs.1,32,828/-.On 11.10.2020 his car was stolen. He lodged the claim but insurance company told him to submit same type of documents again and again. He complied with the requirements,which were found to be correct and in order. Claim was denied on the grounds that IDV was same as last year, though the same company had done the insurance last year and had no problem in taking a higher premium on non-reduced IDV last year. Insurance company has cited some clause regarding 10%reduction in IDV every year was mandatory. He represented to the Insurance Company but his claim was not settled.

b) Insurer's Argument: The Insurance Company, vide Self Contained Note dated 10.11.2021 have stated that the insured vehicle (IV) was covered under Private Car Package Policy and was registered as Private

Case of Satya Pal Gupta versus National Insurance Company Ltd.

Complaint Ref. No.: DEL-G-048-2122-0214

Vehicle. The Insured, Shri Satya Pal Gupta renewed the policy from online portal of policy bazaar and had given self-declaration of IDV for Rs.1,32,828/- for the period 26.11.2019 to 25.11.2020 with same value of previous year policy No.36140031196100794712. Previous Policy No.36140031186100251886 for the period 26.11.2018 to 25.11.2019 was also issued from National Insurance Company through the policy bazaar online portal with IDV for Rs.1,32,828/-. Claim was lodged on 14.10.2020 against the alleged theft on 11.10.2020 of IV

and Mr.L.D.Arora was deputed for investigation of theft claim on 15.10.2020, who had submitted final investigation report on 06.11.2020 and remaining necessary documents/clarification was submitted by the insured on 28.01.2021 and via mail dated 20.03.2021. It was observed that while taking policy the insured had given online acceptance and confirmation regarding Terms and Conditions viz. "I agree to the Terms & Conditions. Your IDV should be 10% less than Previous year policy IDV or as per depreciation norms of Indian Motor Tariff. Insurers consider the same during payment of a Total Loss/Theft Case." Insured was conveyed vide mail dated 12.03.2021 and 16.03.2021 for consent of correct IDV of Rs.1,19,546/- less excess of Rs.1,000/- but insured had not given the consent. Hence, in view of the facts, the claim was closed as No Claim and intimated to the insured vide letter dated 29.06.2021.

19.Reason for registration of Complaint: Rejection of Motor Claim.

20.The following documents were placed for perusal:

- a) Copy of policy.
- b) Copy of Claim Denial letter, GRO, RC, FIR.
- c) SCN of the Insurer along with enclosures.

23.Result of hearing with the parties (Observations and Conclusion):

Case called. Parties are present and recall their arguments as noted in Para 18 above.

The Complainant accepts that he did not reduce the IDV of the insured vehicle (IV) by 10 per cent while applying for renewal of the policy because he had replaced the tyres and the battery and also argues that the onus of accepting the IDV should be on the Insurers.

Upon examination of the arguments and the evidence submitted by the parties, it is concluded that the Complainant was required, as per the declaration specified in the proposal form, to reduce the IDV by 10 per cent and there was no provision of enhancing the IDV on account of the replacement of the tyres and the battery. Therefore, the Insurers were justified in offering to reimburse the claim as per the declared IDV less 10 per cent. Pursuantly, the complaint shall deserve to be rejected.

Award

The complaint is rejected.

(Sudhir Krishna)
Insurance Ombudsman
December 21, 2021

PROCEEDINGS BEFORE		
THE INSURANCE OMBUDSMAN, STATES OF A.P., TELANGANA & YANAM		
(Under Rule 16(1)/17 of The Insurance Ombudsman Rules, 2017)		
Shri N.Sankaran		
Ombudsman		
Case between: Mr. SRIHARI ASHWINI..... Complainant		
Vs		
M/s HDFC ERGO General Insurance Co. Ltd..... Respondent		
Complaint Ref. No. I.O.(HYD).G .018.2122.0069		
Award No.: I.O.(HYD)/A/GI/ 0005 /2021-22		
1.	Name & address of the complainant	Mr. Srihari Ashwini H. No. 21-40/1, Pathakota, Wanaparthi, Mahabubnagar Telengana State- 509 103 (Mobile No. 83411-31787)
2.	Policy No./Collection No. Type of Policy Duration of Policy/Policy period	22.12.2020 to 21.12.2021 Private car policy-Bundled 22.12.2020 to 21.12.2021
3.	Name of the insured Name of the Policyholder	Mr. Srihari Ashwini Sonaela Mr. Srihari Ashwini Sonaela
4.	Name of the insurer	M/s HDFC ERGO General Insurance Co. Ltd.
5.	Date of Repudiation	23.07.2021

6.	Reason for repudiation	Claim falls outside the scope of policy
7.	Date of receipt of the Complaint	09.08.2021
8.	Nature of complaint	Claim pertaining to motor own damage insurance
9.	Amount of Claim	Rs. 3,54,050/- (as per the estimate)
10.	Date of Partial Settlement	-----
11.	Amount of Relief sought	Rs. 3,54,050/-
12.	Complaint registered under Rule No.13.1 (b) of Ins. Ombudsman Rules, 2017	Rule 13.1 (b) – any partial or total repudiation of claims by the Life insurer, General Insurer or the Health insurer
13.	Date of hearing/place	02.12.2021, online, Hyderabad
14.	Representation at the hearing	
	a) For the complainant	Self
	b) For the insurer	Mr.AneeshBhaskaran. Sr Manager, Legal and Mr Arvind Babu
15.	Complaint how disposed	Dismissed
16.	Date of Order/Award	02.12.2021

17) Brief Facts of the Case:

The complainant had purchased a comprehensive motor insurance policy from the respondent to insure his private car. During the period of insurance, his vehicle was damaged while it was in motion. He had filed a claim with the respondent for the damage caused to his vehicle against the insurance policy. However, the respondent had cited the policy clause which exonerates them from their liability to pay the claim. Unhappy with the decision of respondent, he had therefore approached this Forum praying for justice.

18) Cause of Complaint: Repudiation of claim made against the medical Insurance policy.

a) Complainant's Submission:

In his letter addressed to this Forum, the complainant had submitted that on **03.06.2021** at about 09.00 PM, his vehicle went down the pothole filled with water and had stopped suddenly. Thereafter, he had towed his vehicle to the service station. The insurance company appointed surveyor had inspected the vehicle and, in his presence, when the engine oil was drained out, ingress of water in the engine and the air filter chamber was noticed. The crankshaft which was rotated manually was found to be in a normal condition. The engine oil was then flushed out and after pouring new oil inside the compartment, the vehicle was test driven for 30 kilometers on road. Once the vehicle was found to be in a satisfactory condition, the surveyor was updated and on

whose advice to the workshop, the complainant was compelled to withdraw his claim because of the low cost involved in it. The bill amount was paid to the workshop after he had taken a test drive and the vehicle was delivered to him on **17.06.2021**. On **21.06.2021** at about 08.00 PM, while he was driving his vehicle, he heard a loud noise and noticed smoke around the area of the engine. He contacted the service advisor who had advised him to take his vehicle for repairs and as advised by him, the complainant had towed the vehicle without starting the engine to the service station. The following day, the vehicle was inspected and found that the engine block was damaged. Accordingly, the surveyor was informed and after his inspection, the complainant was asked to register a fresh claim even though the service center had requested the surveyor to reopen the previous claim as the current incident was related to the previous episode. Since it was not permitted as per their guidelines, the complainant had to file a fresh claim on the new date. Since the current damage was related to previous claim which he had to withdraw, the complainant had therefore questioned the surveyor's advice to file a new claim instead of reopening the previous claim. Despite several follow ups with the respondent, there was no response. The service center too had to be pressurized to carry out the repairs and only after a lot of pursuit, the engine was dismantled by them and the matter was escalated to the Volkswagen for their technical assistance as to the cause of damage. The respondent in the meanwhile had issued a letter of denial of the claim without attributing any reasons initially. Thereafter, the Volkswagen technical team had given a technical report stating that the cause of damage to engine was due to hydrostatic lock only. The complainant was of the view that his policy supported the damage to engine portion only and has pleaded for a favorable resolution to his complaint.

b) Insurer's Submission:

Self contained note was submitted by the respondent. They had issued a private car own damage stand alone policy commencing from 22.12.2020 to 21.12.2021 for an insured declared value (IDV) of Rs.7,00,000/-. The insured had made a motor own damage claim for alleged accident resulting in damage to the vehicle. As per the complainant he observed noise and heavy smoke. The surveyor noticed that on the first visit engine block crack due to 3 rd cylinder connecting rod broken, one end of the rod hit to cylinder block and damaged internally. There was no trace of water entry or oil contamination. Engine oil was up to specified quantity and air filter is also intact. Final observation, no external means of impact to the engine. They had therefore issued a denial claim letter dated 23.07.2021 to the complainant in which they had mentioned that during their survey, it was observed that the damages claimed to the engine block by the complainant did not arise from the operation of any of the peril/s mentioned in section I of the policy. As per the section which reads:"The company will indemnify the insured against loss or damage to the vehicle insured hereunder and/ or its accessories whilst thereon; (i) by fire explosion self ignition or lightning, (ii) by burglary, house-breaking or theft; (iii) by riot and strike; (iv) by earthquake (fire and shock damage); (v) by flood, typhoon, hurricane, storm, tempest, inundation,

cyclone, hail storm, frost; (vi) **by accidental external means**; (vii) by malicious act; (viii) by terrorist activity; (ix) whilst in transit by road, rail, inland waterway, lift, elevator, or air; (x) by landslide/ rockslide. The repudiation of claim was thus in accordance with the policy terms and conditions.

19) Reason for Registration of Complaint:

The insurer rejected the claim preferred by the complainant. As the complaint falls under Rule 13.1(b) of Insurance Ombudsman Rules, 2017, it was registered.

20) The following copies of documents were placed for perusal:

- a. Policy copy with Engine Protectadd on cover
- b. Rejection letter
- c. RC, Driving Licence, Estimate of repairs, survey report
- d. Self contained note with enclosures.

21) Result of the personal hearing with both the parties:

Pursuant to the notices given by this Forum both parties attended the online hearing at Hyderabad on 02.12.2021. Both the parties reiterated their stand for and against the complaint.

The complainant stated that 03.06.2021 at about 09.00 PM, in the right side of his engine water entered and his Volkswagen private car stopped suddenly. He got the vehicle towed to the authorized car dealer and he had also intimated the claim to the respondent insurance company. A surveyor was deputed by the insurance company who had inspected the vehicle. They found water in the engine oil and it was removed. The vehicle got started and a 30 Km test drive was also done. As the claim amount small, the complainant agreed to pay it out of his pocket and informed the insurance company of his decision to withdraw his claim. Subsequently, after having driven his car for 300 Kms, he heard a noise and saw black smoke emitting from his engine. He immediately stopped the vehicle and brought it to the authorized dealer and registered a second claim with the respondent insurer. The claim was kept pending for two months and was denied that no physical damage could be seen. He averred that he had opted for add on covers of engine & Gear protect and therefore rejection of his claim was not reasonable.

The Forum questioned the complainant, whether his vehicle whose manufacturing year was 2020 was covered under any Warranty by the car manufacturer and it was answered as Yes, the car manufacturer had given him 2 years warranty. To the question asked by the Forum whether he had approached the manufacturer for the loss, the complainant submitted that the manufacturer informed him that if there was any manufacturing defect in the vehicle, the complainant

could not have driven his vehicle for the past four months since the date of the purchase of the car.

The respondent insurer submitted that engine piston rod was broken without any accident. During the first survey, the water was drained from the engine and after checking with a test ride for 30 kms the vehicle was given in good working condition to the satisfaction of the complainant. During the second claim, it was noticed that the vehicle has travelled for 350 Kms and the engine was in sound condition. The current damage of a broken piston rod of the engine with no external impact could be a manufacturing defect. As per policy condition motor insurance pays for loss or damage caused due by accidental external means.

The Forum observed from the submissions made by the insured that there was no external impact to the vehicle. The cause of loss was not due to water as it was drained out and vehicle had run for a test drive of 30 Kms and a further 350 Kms before smoke emitted from the vehicle. Considering the above points, the engine rod damage/ breakage was not caused by any accidental external means. It is open to the individual to take up the engine problem issue with the car manufacturer. Considering the above, the respondent insurance company in repudiation of the claim is justified.

A W A R D

Taking into account the facts & circumstances of the case and the submissions made by both the parties during the course of the hearing and the information/documents placed on record, the complaint is devoid of merits. Accordingly, the complaint is dismissed.

Dated at **Hyderabad** on the **2nd** day of **December, 2021.**

(N.SANKARAN)
INSURANCE OMBUDSMA
FOR THE STATES OF A.P.,
TELANGANA AND YANAM CITY

**PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, STATE OF RAJASTHAN
UNDER THE INSURANCE OMBUDSMAN RULES, 2017(as amended till date)
OMBUDSMAN – Mr. RAJIV DUTT SHARMA
CASE ANIL JAIN V/S THE NEW INDIA ASSURANCE COMPANY LIMITED.
COMPLAINT REF: NO JPR- G- 049- 2122-0122**

AWARD NO: IO/JPR/GI/A/2122/00

1.	Name & Address of the Complainant	Mr. Anil Jain, Jaipur
2.	Policy No: Type of Policy Duration of policy/Policy period IDV	980000311800907557870 2Wheeler Package Policy 01.03.2019 to 28.02.2021 Rs. 359659/- RJ 45CG 1103
3.	Name of the insured Name of the policy holder	Sh Anil Jain Sh Anil Jain
4.	Name of the insurer	New India Assurance Company Limited
5.	Date of Repudiation	NA
6.	Reason for repudiation	Short settlement of theft of insured vehicle claim
7.	Date of receipt of the Complaint	13.09.2021
8.	Nature of complaint	short settlement of claim
9.	Amount of Claim	Rs. 359659 /-
10.	Date of Partial Settlement	Rs. 337759/-
11.	Amount of relief sought	Rs. 21900/-
12.	Complaint registered under Rule no: of IOB rules	13 i (b)
13.	Date of hearing/place	07.12.2021 / Jaipur Video conferencing Go to meeting
14.	Representation at the hearing	
	a) For the Complainant	Mr Anil Jain
	b) For the insurer	Mr. G L Dewat
15	Complaint how disposed	Award
16	Date of Award/Order	07.12.2021

17) **Brief facts of the Case:** Mr.Anil Jain(herein after referred to as the complainant) had filed a complaint against the decision of The **New India Assurance Company Limited** (herein

after referred to as the respondent Insurance Company) alleging short settlement of Motor vehicle theft claim. The claim was settled for Rs. 337759/- instead of IDV of the vehicle for Rs. 359659/-.

18) Cause of Complaint:

(a) **Complainant's argument; Mr. Anil Jain** the complainant's insured vehicle 4wheeler bearing registration no RJ45CG 1103 was covered under a Policy No. 980000311800907557870 favouring Sh Anil Jain for the period from 01.03.2019 to 28.03.2012 (Own Damage) for the IDV of Rs 359659/- from **The New India Assurance Co. Ltd.** The insured vehicle was stolen on 15.01.2020 from the parking place of his office and the insurance Company was informed

about the incidence. The complainant submitted that the matter was reported to the police on 16.01.2020 and relevant documents along with FR (untraceable report) was submitted to the Insurance Company. The complainant submitted that the Insurance Company settled the claim for an amount of Rs. 337759/- whereas the IDV of the insured vehicle as per the policy was for Rs. 357659/-. He represented the grievance to the GRO of the Insurance Company but his matter was not resolved hence he approached this forum for resolution of his grievance.

(b) **Insurer's argument: -** The Insurance Company submitted in its SCN dated 01.12.2021 that the said vehicle RJ 45CG 1103 Maruti Ecco was insured favouring Sh Anil Jain. The subject vehicle was stolen on 15.01.2021 from Sardar Patel Marg C Scheme Jaipur. The insured reported the matter to nearest police station on 16.01.2021 and the Insurance Company was informed about the incidence on 21.01.2021. The Office appointed an investigator and the report of the investigator was received with court certified Final Report that the vehicle was not recovered. Subsequently the claim was recommended for approval for Rs. 337758/- after deducting Rs. 1000/- towards Excess clause and the claim was paid accordingly. The Insurance Company submitted that as per invoice of the vehicle the IDV of the vehicle was calculated for Rs 338758/- (after deduction of 5% Rs. 17829/-) and accordingly the claim was settled.

19) Reason for Registration of Complaint: - Case of short settlement of Motor theft claim

20) The following documents were placed for perusal.

- a) Complaint Letter
- b) Policy copy and policy conditions, claim intimation letter, FIR, FR, GRO letter
- c) Repudiation letter, RC copy
- d) Form VI A duly signed by the complainant.
- e) SCN and Annex VII A duly signed

21) Result of hearing with both parties (Observations and Conclusion) :- Both the parties appeared in the personal hearing through videoconference and reiterated their submissions. The complainant submitted that his vehicle was stolen from the parking of his office at C scheme. The Insurance Company was informed about theft and all the claim formalities were completed but the Insurance Company settled the claim for Rs. 337758/- and deducted the rest of the amount from the IDV for Rs. 359659/-. The Insurance Company submitted that the claim was reported towards theft of insured vehicle and the claim was settled for Rs. 337758/- after deducting Rs. 1000/- towards excess clause. The claim was settled as per policy terms and conditions. The Insurance Company submitted that as per invoice of Vipul dated 15.02.2019, total invoice amount was Rs. 356588/- and after deduction of 5% to arrive at IDV, the amount so calculated was Rs.338758/- and the claim was settled accordingly.

On perusal of the documents placed on the record and submission made during the video hearing, it is observed that the Insurance Company settled the claim for Rs. 337758/- after deduction of Rs. 1000/- towards excess clause. The Insurance Company submitted that IDV was calculated as per guidelines enumerated in GR of India Motor Tariff. The IDV so calculated was 95% of invoice value. The complainant also convinced with the submission given by Insurance Company and consented for the same.

In view of the above facts, I find no reason to interfere with the impugned order. The complaint is dismissed.

Accordingly, the complaint is hereby dismissed.

AWARD

Taking into account the facts and circumstances of the case and the submissions made by both the parties during the course of hearing, the complaint is hereby dismissed.

22. The attention of the Complainant and the Insurer is hereby invited to the following provisions of Insurance Ombudsman Rules, 2017:

- a. According to Rule 17(5) of Insurance Ombudsman, A copy of the award shall be sent to the complainant and the insurer named in the complaint. Rules, 2017.

Place: Jaipur.

Dated: 07.12.2021

**Rajiv Dutt Sharma
Insurance Ombudsman**

PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, STATE OF RAJASTHAN
UNDER THE INSURANCE OMBUDSMAN RULES, 2017(as amended till date)
OMBUDSMAN – Mr. RAJIV DUTT SHARMA
CASE BRIJ MOHAN SAINI V/STHE ORIENTAL INSURANCE COMPANY LIMITED.
COMPLAINT REF: NO JPR- G- 050- 2122-0119

AWARD NO: IO/JPR/GI/A/2122/00

1.	Name & Address of the Complainant	Mr.BrijMohan Saini Jaipur
2.	Policy No: Type of Policy Duration of policy/Policy period IDV	243308/31/2019/7450 Motor Insurance Private car PACKAGE ve- hicle 27.12.2018 to 26.12.2019 Rs. 2.30 lakh, DO accident 17.02.2019 veh. no. RJ14 TD 7346
3.	Name of the insured Name of the policy holder	Mr.Brij Mohan Saini Mr.Brij Mohan Saini
4.	Name of the insurer	THE ORIENTAL INSURANCE COMPANY LIMITED
5.	Date of Repudiation	09.04.2019
6.	Reason for repudiation	Not having designated Driving Licence
7.	Date of receipt of the Complaint	07.09.2021
8.	Nature of complaint	Non-settlement of claim
9.	Amount of Claim	Rs. 2 lakh
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Rs. 2.00 lakh
12.	Complaint registered under Rule no: of IOB rules	13 i (b)
13.	Date of hearing/place	08.12.2021/ Jaipur Video conferencing Go to meeting
14.	Representation at the hearing	
	a) For the Complainant	Mr Brij Mohan Saini
	b) For the insurer	Mr Vinay Arora, Dy Mgr
15	Complaint how disposed	Award
16	Date of Award/Order	17.12.2021

17) Mr. Brij Mohan Saini(herein after referred to as the complainant) had filed a complaint against the decision of **THE ORIENTAL INSURANCE COMPANY LIMITED** (herein after referred to as the respondent Insurance Company) alleging non settlement of vehicle accident claim.

18) Cause of Complaint:

Complainant's argument:Mr. Brij Mohan Saini, the Complainant had Hyundai EON Era BSIV car registered in his favour bearing No. RJ14 TD 7346, which was covered under a Policy No. 243308/31/2019/7450 for the period from 27.01.2018 to 26.12.2019 for the IDV of Rs 2.30lakh from **THE ORIENTAL INSURANCE COMPANY LIMITED**. The complainant stated that on 17.02.2019 his insured vehicle met with an accident on Agra Road Muhana Near Mahua Police Station. The Insurance Company was informed and spot survey was done and FIR for the case was also lodged. The complainant took the car in Morani Hyundai Mansarovar Jaipur for repair. Final survey was conducted and the claim was recommended for Total Loss and after mutual discussion and negotiation the complainant agreed to accept full and final settlement of the claim on Net of Salvage for Rs. 1 lakh. The complainant admitted that he did not have commercial license but after court verdict all commercial licenses were converted into LMV licence. Aggrieved, he requested the insurer, including its GRO to reconsider the claim but failed to get any relief. Thereafter, he preferred a complaint to this forum for resolution of his grievance.

Insurer's argument: -The insurer stated in its SCN dated 29.11.2021 that the subject vehicle no. RJ 14TD 7346 was proposed for insurance with respondent with an imposed excess of Rs. 5000/- . A claim was lodged on the above policy. As per driver clause printed on the policy which read as any person including insured provided that a person driving holds an effective driving licence at the time of the accident and is not disqualified from holding or obtaining such a licence. The insured was required to submit effective driving licence which was not submitted till date, hence the claim was not settled. Hon'ble Supreme Court has accepted appeal of General Insurance Council on behalf of all non life insurance companies, against the judgement by Hon'ble Supreme Court in civil appeal no. 5826 of 2011- Mukund Devgan Vs Oriental Insurance Company Limited and others in the matter of issue of driving licence of Light Motor vehicle (LMV) which is still

pending. Pre repudiation letter was served post on 28.03.2019,09.04.2019 and repudiated vide letter dated 22.04.2019.

19) Reason for Registration of Complaint: - Case of non settlement of accident claim of vehicle.

20)) The following documents were placed for perusal.

- a) Complaint letter
- b) Policy copy and policy conditions, claim form
- c) repudiation letter, FIR,
- d) Form VI A duly signed by the complainant.
- e) SCN and Annex VII A duly signed

21) Result of hearing with both parties (Observations and Conclusion) :- Both the parties

were heard through videoconferencing and both reiterated their submissions. During the hearing, the complainant submitted that his vehicle met with an accident but the Insurance Company rejected the claim. The complainant submitted that survey was done and the matter was reported to the police. The complainant submitted that he furnished an affidavit with regard to the facts of the incident. The reason for rejection of the claim was that the driver was not holding the LMV licence with endorsement to drive transport vehicle. The complainant submitted that now there was no need to have separate licence for transport vehicle, driver holding LMV licence can drive the vehicle of LTV type. The Insurance Company submitted that the insured vehicle was used as a taxi and the driver at wheels at the time of accident was holding licence for LMV and it had no separate endorsement for transport vehicle. The Insurance Company submitted that SLP was filed and decision is yet not decided hence they have rejected the claim.

On perusal of the documents exhibited and oral submissions made during the course of hearing, the complainant did not dispute that driver was holding LMV licence and bear no endorsement for transport vehicle driving. The question involved in this complaint is as to whether a person holding a driving licence authorizing him to driver a LMV is competent to drive a transport vehicle. The matter came up for consideration of Hon'ble Supreme Court in Mukund Dewagan Vs. Oriental Insurance Company and it was concluded that there was no requirement to obtain separate endorsement to drive transport vehicle and if driver is holding licence to drive light

motor vehicle he can drive transport vehicle of such class without any endorsement to that effect.

It was submitted that for the Civil appeal M/s Bajaj Allianz Gen Ins Co vs Rambha Devi and Ors Hon'ble Supreme Court has referred the issue to larger bench of Hon'ble Apex Court. After above referred reference came for consideration of Hon'ble Supreme Court in M S Bhati Vs national Insurance CO Ltd and again relying upon the decision in Mukund Dewagan, the Supreme Court maintained the view which it had taken in Mukund Dewagan . It was observed that the law which has been laid down in Mukund Dewangan binds it and as a matter of judicial discipline it is bound to follow that decision which continues to hold the field. The Insurance Company sent a mail dated 16.12.2021 till the final outcome of the case M/s Bajaj Allianz Gen Ins Co vs rambha Devi, company need to abide by the present directions of Head Office. Since the Hon'ble Supre Court having noted the reference to larger bench, decided to follow the view it had taken in Mukund Dewangan , it is not open to this forum to adopt a contrary approach. Relying on the above judgement, I direct the Insurance Company to settle the claim as admissible.

Accordingly, an Award is passed with the direction to settle the claim as admissible.

AWARD

Taking into account the facts and circumstances of the case and the submissions made by both the parties during the course of hearing, the Insurance Company is directed to settle the claim as admissible.

22. The attention of the Complainant and the Insurer is hereby invited to the following provisions of Insurance Ombudsman Rules, 2017:

- b. According to Rule 17(5) of Insurance Ombudsman Rules, 2017, A copy of the award shall be sent to the complainant and the insurer named in the complaint.
- c. As per Rule 17(6) of the said rules the Insurer shall comply with the Award within 30 days of the receipt of the award and shall intimate the compliance to the Ombudsman.

**Place: Jaipur.
Dated: 17.12.2021**

**Rajiv Dutt Sharma
Insurance Ombudsman**

**PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, STATE OF RAJASTHAN
UNDER THE INSURANCE OMBUDSMAN RULES, 2017(as amended till date)
OMBUDSMAN – Mr. RAJEEV DUTT SHARMA
CASE CHITRA BAGRECHA V/S THE NATIONAL INSURANCE COMPANY LIMITED.
COMPLAINT REF: NO JPR- G- 048- 2122-0115**

AWARD NO: IO/JPR/GI/A/2122/00

1.	Name & Address of the Complainant	Mrs. Chitra Bagrecha, Kota
2.	Policy No: Type of Policy Duration of policy/Policy period IDV	370803311910013129 Motor Goods Carrying Vehicle Package 12.01.2020 to 11.01.2021 Rs. 282264/- RJ 20GB0468
3.	Name of the insured Name of the policy holder	M/S Abhinav Industrial Products Sh Chitra Bagrecha
4.	Name of the insurer	The National Insurance Company Limited
5.	Date of Repudiation	20.07.2021
6.	Reason for repudiation	Non settlement of theft of insured vehicle claim
7.	Date of receipt of the Complaint	09.08.2021
8.	Nature of complaint	Non settlement of claim
9.	Amount of Claim	Rs. 282264 /-being IDV
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Rs. 282264/-
12.	Complaint registered under Rule no: of IOB rules	13 i (b)
13.	Date of hearing/place	10.12.2021 / Jaipur Video conferencing Go to meeting
14.	Representation at the hearing	
	c) For the Complainant	Mrs Chitra Bagrecha (prop)
	d) For the insurer	Mrs Bhagirath Nagar
15	Complaint how disposed	Award
16	Date of Award/Order	10.12.2021

19) Brief facts of the Case: Mrs.Chitra Bagrecha (herein after referred to as the complainant) had filed a complaint against the decision of **The National Insurance Company Limited** (herein after referred to as the respondent Insurance Company) alleging short settlement of Motor vehicle theft claim. The claim was rejected as one of the key of the stolen vehicle was not submitted to the insurer.

20) Cause of Complaint:

(c) **Complainant's argument; Mrs.Chitra Bagrecha** the complainant's insured vehicle registered in the name of Abhinav Industrial Products bearing registration no RJ20GB 0468 , Mahendra Bolera Camper was covered under a Policy No. 370803311910013129 for the period from 12.01.2020 to 11.01.2021 for the IDV of Rs 31212/- from **The National Insurance Company Limited**. The insured vehicle was stolen on 12/13-11.2020 and the insurance Company was informed about the incidence. The complainant submitted that the matter was reported to the police and relevant documents along with FR (untraceable report) was submitted to the Insurance Company. The complainant submitted all the required documents for the claim, but Insurance Company rejected the claim. The reason for rejection was that there was non submission of both keys of the stolen vehicle. The complainant submitted that one of the key was lost much earlier than the date of theft. The Insurance Company intimated them about deduction of 25% of the eligible claim amount. There was such rule written in the policy. The complainant gave forcefully agreement for deduction of claim amount. The complainant approached GRO for reconsideration of the health claim, but he could not get any relief from the Insurance Company. Being aggrieved the complainant approached this forum for redressal of his grievance.

(d) **Insurer's argument: -** The Insurance Company submitted in its SCN dated 15.10.2021 that the said vehicle was insured favouring Abhinav Industrial Products for the period of 12.01.2020 to 11.01.2021 for IDV of Rs. 282264/-. The insured vehicle was stolen in the night of 12/13-11.2020 and FIR no. 0495/2020 dated 13.11.2020 was registered. On completion of all claim formalities the Insurance Company settled the claim for Rs. 211198/-. The investigation report revealed that the vehicle was used by Mr. Vikas Sharma and was parked at the time of

theft. As per Mr Vikas Sharma Original RC was stolen with the vehicle and one key was lost previously in Kota. Only one original key, fitness certificate, policy and Bill was handed over to investigator and no suitable explanation about loss of key was provided. The insured proprietor initially accepted that one of the key was damaged in Kota and second key along with Vehicle was sent to Jaipur for Work. No suitable explanation was provided for loss of second original key. Finally insured consented for deduction of 25% from IDV. Hence the claim was settled with reduced IDV. The Insurance Company submitted that if the vehicle is recovered it cannot be sold on original value with only one key. The insured did not take reasonable care and did not get the lock replaced even after one key was lost. The claim was settled with 25% less IDV as agreed by the insured.

19) Reason for Registration of Complaint: - Case of short settlement of Motor theft claim

20) The following documents were placed for perusal.

- f) Complaint Letter
- g) Policy copy and policy conditions, claim intimation letter, FIR, FR, GRO letter
- h) Repudiation letter, RC copy
- i) Form VI A duly signed by the complainant.
- j) SCN and Annex VII A duly signed

22) Result of hearing with both parties (Observations and Conclusion) :- Both the parties appeared in the personal hearing through videoconference and reiterated their submissions. The complainant submitted that the insured vehicle Bolero Camper was stolen and the Insurance Company deducted 25% of the claim amount for Rs. 71000/- on account of loss of one key. The IDV of the vehicle was Rs.2.82 lakh whereas the claim was settled for Rs. 2.11 lakh. It was submitted that nowhere in the policy the condition was mentioned for deduction of claim on account of loss of key. The Insurance Company submitted that the above mentioned insured vehicle as a commercial vehicle and the theft claim was reported to the office. The vehicle was investigated and as per company claim norms and policy terms and conditions the claim was settled on sub standard basis as one of the key the insured vehicle was lost and the it was not

brought to the notice of police nor key lock was changed. This amount to lack of reasonable care and violation of policy condition, hence accordingly the claim was settled on sub standard and 75% of the eligible claim was paid. The Insurance Company also submitted that the consent for deduction of 25% of the claim amount was also sought and the insured agreed on settlement with IDV reduced by 25% and submitted her consent.

On perusal of the documents placed on the record and submission made during the video hearing, it is observed that the Insurance Company was asked for specific guidelines for settlement of the claim with IDV reduced by 25%. It was submitted that the insured has violated the policy condition there was negligence and as a prudent person the insured would have changed the lock set of the vehicle. It is also observed that the insured admitted that she had submitted the consent for settlement of the claim with IDV reduced by 25% on a notarized affidavit. **In view of the above, I find no reason to interfere with the impugned order. The complaint is dismissed.**

Accordingly, the complaint is hereby dismissed.

AWARD

Taking into account the facts and circumstances of the case and the submissions made by both the parties during the course of hearing, the complaint is hereby dismissed.

22. The attention of the Complainant and the Insurer is hereby invited to the following provisions of Insurance Ombudsman Rules, 2017:

- d. According to Rule 17(5) of Insurance Ombudsman, A copy of the award shall be sent to the complainant and the insurer named in the complaint. Rules, 2017.

Place: Jaipur.

Dated: 10.12.2021

Rajiv Dutt Sharma

Insurance Ombudsman

PROCEEDINGS BEFORE

THE INSURANCE OMBUDSMAN, STATE OF RAJASTHAN

UNDER THE INSURANCE OMBUDSMAN RULES, 2017(as amended till date)

OMBUDSMAN – Mr. RAJIV DUTT SHARMA

CASE DIVYANSHU GARG V/STHE ORIENTAL INSURANCE COMPANY LIMITED.

COMPLAINT REF: NO JPR- G- 050- 2122-0121

AWARD NO: IO/JPR/GI/A/2122/00

1.	Name & Address of the Complainant	Mr.Divyanshu Garg Jaipur
2.	Policy No: Type of Policy Duration of policy/Policy period IDV	243300/31/2020/6112 Motor Insurance Private car PACKAGE vehicle 17.01.2020 to 16.01.2021 Rs. 16.00 lakh, DO accident 11.08.2020veh. no. RJ14 VC7134
3.	Name of the insured Name of the policy holder	Mr.Divyanshu Garg Mr.Divyanshu Garg
4.	Name of the insurer	THE ORIENTAL INSURANCE COMPANY LIMITED
5.	Date of Repudiation	17.03.2021
6.	Reason for repudiation	As per motor policy exclusion of section 1-1a
7.	Date of receipt of the Complaint	10.09.2021
8.	Nature of complaint	Non-settlement of claim
9.	Amount of Claim	Rs. 16.10 lakh
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Rs. 16.10 lakh
12.	Complaint registered under Rule no: of IOB rules	13 i (b)
13.	Date of hearing/place	08.12.2021/ Jaipur Video conferencing Go to meeting
14.	Representation at the hearing	
	c) For the Complainant	Mr. Divyanshu Garg
	d) For the insurer	Mr. Vinay Arora Dy Mgr
15	Complaint how disposed	Award
16	Date of Award/Order	10.12.2021

19) **Mr. Divyanshu Garg** (herein after referred to as the complainant) had filed a complaint against the decision of **THE ORIENTAL INSURANCE COMPANY LIMITED** (herein after referred to as the respondent Insurance Company) alleging non settlement of vehicle accident claim.

20) Cause of Complaint:

Complainant's argument: Mr. Divyanshu Garg, the Complainant had Jaguar Land Rover registered in his favour bearing No. RJ14 VC7134, which was covered under a Policy No. 243300/31/2020/6112 for the period from 17.01.2020 to 16.01.2021 for the IDV of Rs33.34 lakh from **THE ORIENTAL INSURANCE COMPANY LIMITED**. The complainant stated that he got his vehicle covered towards Zero depreciation, consumables and engine protection and

paid a premium for Rs. 74114/-. The complainant submitted he went to visit his friend on 19.08.2020 and due to heavy rain the water level on the road was very high at Rajapark Jaipur. When the water settled down he returned home. He noticed some problem in car and called service centre and the insured vehicle was towed by crane to service centre. The service manager inspected the vehicle and submitted that engine was damaged due to water and the Insurance Company was accordingly informed. The vehicle was surveyed and surveyor advised workshop for flushing and inspection of the engine. It was observed that self of the vehicle was not working and required replacement. The matter was discussed and the workshop manager discussed and briefed that child parts of the engine could be replaced only and repair could not be carried out. The vehicle remained parked for 2 months and no final decision was taken. Mr. S k Dhamija surveyor assured that no problem will be faced by him in respect of vehicle repair carried out and parts were replaced and he got his vehicle repaired on 21.10.2020. The vehicle was not in the satisfactory running condition subsequent to repair and on consultation with the service centre it was suggested that engine part require replacement. The complainant submitted that his Jaguar car was of model 2017 and has run only 7586 km. The vehicle was not in running condition since one year. In view complainant requested to settle the claim as Total Loss for Rs. 35.10 lakh. Aggrieved, he requested the insurer, including its GRO to reconsider the claim but

failed to get any relief. Thereafter, he preferred a complaint to this forum for resolution of his grievance.

Insurer's argument: -The insurer stated in its SCN dated 30.11.2021 that the above referred insured vehicle was insured vide policy no. 243300/31/2020/6112. A claim was lodged on the policy on 11.08.2020 which was closed due to non compliance at the insured's end. As per claim file the final surveyor Sh Rajesh K Jhanjharia vide his report dated 26.12.2020 assessed the loss for Rs. 60256/- on repair basis and office sent reminders to insured for Compliance vide letter dated 06.01.2021 and 19.01.2021. The insured had not submitted claim documents till date 1. Original repair bills and payment receipt, 2.bank details-cancelled cheque copy and 3. Discharge voucher duly signed. Pre repudiation letter/closure letter was served by registered post on 19.01.2021.

19) Reason for Registration of Complaint: - Case of non settlement of accident claim of vehicle.

20)) The following documents were placed for perusal.

- f) Complaint letter
- g) Policy copy and policy conditions, claim form
- h) repudiation letter, FIR,
- i) Form VI A duly signed by the complainant.
- j) SCN and Annex VII A duly signed

22) Result of hearing with both parties (Observations and Conclusion) :- Both the parties were heard through videoconferencing and both reiterated their submissions. During the hearing, the complainant submitted that he has his Jaguar was covered with Oriental Insurance having all the add on cover. The complainant submitted that in the month of August 2020 there were heavy rains in Jaipur. Rain water entered in the vehicle and suck in the engine. The vehicle was towed to the Jaguar Workshop and the Insurance Company arranged survey. The matter was discussed between workshop and surveyor and the surveyor admitted that there was technical problem in the engine and needs replacement of the parts. One of the pistons was not working. The surveyor Mr Rajesh Jhanjharia also had correspondence with the Insurance

Company but the claim was not approved for engine parts replacement. The Insurance Company again deputed Sh S K Dhamija for checking engine problems. The surveyor convinced the insured to get the vehicle delivered and drive and if any problem is noticed it will be considered. The complainant got his vehicle from workshop in the month of Oct at the assurance of the surveyor. In the month of January after two months from taking over the vehicle the engine of the vehicle stop working and his vehicle broke down. He reported the matter to the Insurance Company but Insurance Company did not accept his submission. The complainant submitted that his vehicle remained at workshop for the period of more than 1.5 years and it ran only 8000 km in last five years. The Insurance Company submitted that the claim was approved for Rs. 60000/- and the claim was pending for the want of submission of the claim formalities. One of the claims was withdrawn by the insured as the engine of the insured vehicle was working perfectly. The Insurance Company submitted that there was no mention of survey job done by Sh C S Dadhich which was reported in the month of March 2021.

On perusal of the documents exhibited and oral submissions made during the course of hearing, it was observed that the vehicle stranded in the rain water and there was damage to the engine. The policy obtained by the insured has an add on cover towards engine protection. The vehicle as surveyed by three surveyors and the insured was not satisfied with the surveyor's assessment as the engine loss was not considered. The complainant also submitted the copy of correspondence exchanged between AMP motors and surveyor Sh S K Dhamija wherein it was informed by the dealer dated 29.09.2020 that car was not supplying any engine child part and complete engine assy. is needed to be replace and shared parts catalogue screen shot. It was also submitted by AMP dealer that compression test in both dry and wet condition and test report was also shared. In response of mail from surveyor Mr S K Dhamija dated 14.10.2020 where in it was submitted that vehicle was driven by AMP mechanic and it was driven for 5 km and there had been no abnormal sounds of any type like missing. The repairer submitted in reply that as per engine compression reading engine assy require replacement and also on engine deal

start condition there was a lot of vibration feel inside the car. AMP motors on dated 16.01.2021 it was again submitted that complete engine assy. need to be replaced. The complainant also showed copy of survey report from Sh C S Dadhich which also has mention of previous claim damages. In view of the above fact that the Insurance Company failed to prove that loss to engine was not due the water logging and require replacement of child parts, the Insurance Company is directed to settle the claim as admissible towards engine loss as per invoice submitted. Accordingly, an Award is passed with a direction to the Insurance Company to settle the claim as admissible towards engine loss as per invoice submitted.

AWARD

Taking into account the facts and circumstances of the case and the submissions made by both the parties during the course of hearing, an Award is passed with a direction to the Insurance Company to settle the claim as admissible.

22. The attention of the Complainant and the Insurer is hereby invited to the following provisions of Insurance Ombudsman Rules, 2017(as amended till date):

- a. According to Rule 17(5) of Insurance Ombudsman Rules, 2017(as amended till date), A copy of the award shall be sent to the complainant and the insurer named in the complaint.
- b. As per Rule 17(6) of the said rules the Insurer shall comply with the Award within 30 days of the receipt of the award and shall intimate the compliance to the Ombudsman.

**Place: Jaipur.
Dated: 23.12.2021**

**Rajiv Dutt Sharma
Insurance Ombudsman**

**PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, STATE OF RAJASTHAN
UNDER THE INSURANCE OMBUDSMAN RULES, 2017(as amended till date)
OMBUDSMAN – Mr. RAJIV DUTT SHARMA
CASE DUNGAR LAL PATEL V/S BAJAJ ALLIANZ GENERAL INSURANCECOMPANY LIMITED.
COMPLAINT REF: NO JPR- G- 005- 2122-0126**

AWARD NO: IO/JPR/GI/A/2122/00

1.	Name & Address of the Complainant	Mr. Dungar Lal Patel, Dungarpur
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2.	Policy No: Type of Policy Duration of policy/Policy period IDV	OG-21-1401-1801-00002714 Private car package policy 11.06.2020 to 10.06.2021 Rs. 4.25 lakh/-
3.	Name of the insured Name of the policy holder	Sh Dungar Lal Patel Sh Dungar Lal Patel
4.	Name of the insurer	Bajaj Allianz General Insurance Company Limited
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	09.09.2021
8.	Nature of complaint	Non settlement of Death claim
9.	Amount of Claim	Rs. 2.80 lakh
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Rs. 2.80 lakh
12.	Complaint registered under Rule no: of IOB rules	13 i (b)
13.	Date of hearing/place	15.12.2021 / Jaipur Video conferencing Go to meeting
14.	Representation at the hearing	
	e) For the Complainant	Mr Dungar Lal Patel
	f) For the insurer	Mr Jai Singh
15	Complaint how disposed	Award
16	Date of Award/Order	15.12.2021

21) **Brief facts of the Case.: Mr.Dungar Lal Patel**(herein after referred to as the complainant) had filed a complaint against the decision of **Bajaj Allianz General Insurance Company Limited** (herein after referred to as the respondent Insurance Company) alleging non settlement of motor accident claim. The claim was rejected as there was misrepresentation with regard to the driver on wheels at the time of accident.

22) **Cause of Complaint:**

Complainant's argument; Mr.Dungar Lal Patel has purchased the motor policy covering the vehicle GJ09BC 7552 from **Bajaj Allianz General Insurance Co. Ltd** for the period from 11.06.2020 to 10.06.2021. The complainant submitted that his vehicle met with an accident on 16.01.2021. The vehicle was driven by Sh Kapil Patel and was holding a valid licence with validity from 29.07.2019 to 28.07.2039 whereas while returning the vehicle was driven by Mr. Suresh Chandra with licence valid from 30.05.2018 to 29.05.2038. There was no misrepresentation in the matter. The actual driver on seat at the time of accident was Mr. Suresh Chandra. . The facts were also submitted on affidavit duly notarized for the truth of the case. The Insurance Company did not settle the claim on the ground of misrepresentation. Aggrieved, he requested the insurer, including its GRO vide mail to reconsider the claim but failed to get any relief. Thereafter, he preferred a complaint to this office for resolution of his grievance.

(e) **Insurer's argument: -** The Insurance Company submitted in its SCN dated 03.12.2021 that Insured and Kapil accepted in written statement that Mr. Suresh Chandra was driving the insured Car at the time of accident. While in claim form, it is mentioned that Mr. Kapil was the driver of the car at the time of accident. As per claim form and call recording, Mr. Kapil Patil S/o Rameshwar was driving the vehicle at the time of accident whereas as per the information gathered; it was found out that Mr. Suresh Chandra s/o Jiva was driving the vehicle at the material time of accident. So there was misrepresentation of facts and has led to breach of insurance contract as per declaration made in claim form. It has been accepted that the driver was Mr. Kapil, while as per notarized statement of insured and statement of Mr. Kapil, vehicle was driven by Mr. Suresh Chandra. Even in complaint copy, it has been admitted by insured that vehicle was driven by Mr. Suresh Chandra. Thus in different documents, different driver name has been mentioned which clearly showed that there was misrepresentation of facts by the complainant. DL copy of Mr.Suresh has not been submitted inspite of many reminders thus there has been apparent violation of policy terms and conditions due to which claim has been rightly repudiated on the ground of misrepresentation of facts as well as non-submission of documents.

19) Reason for Registration of Complaint: - Case of non settlement of motor accident claim

20) The following documents were placed for perusal.

- k) Complaint Letter
- l) Policy copy and policy conditions, GRO,
- m) Form VI A duly signed by the complainant.
- n) SCN and Annex VII A duly signed

23) Result of hearing with both parties (Observations and Conclusion) :- Both the parties appeared in the online hearing through videoconference and reiterated their submissions. The complainant submitted that the insured vehicle was being driven by his nephew Kapil Patel and his friend Shuresh Chandra accompanied him for a trip to Sikar. The vehicle met with an accident while returning from Sikar. The loss was intimated to the Insurance Company and survey was done. The surveyor assessed the loss for Rs. 3.50 lakh. The driving details as sought by the Company were furnished. The driving licence details of Kapil Patel were submitted. The Insurance Company submitted that there were two issued in the instant case. There was misrepresentation with regard to the driver at the time of accident. It was submitted that Kapil Patel was driving the insured vehicle at the time of accident whereas in the written statement it was admitted by Kapil Patel that Suresh Chandra his friend was driving the vehicle. After various requests the driving licence of Suresh Chandra was not provided. Insurance Company received the copy of Driving Licence through Ombudsman Office.

On perusal of the documents placed on the record and submission made during the video hearing, it is observed that the Insurance Company has not received driving licence copy of Mr Suresh Chandra inspite of reminders to the insured. The complainant also admitted that vehicle was driven by Suresh Chandra while returning. There was misrepresentation on the part of the insured with regard to Driver at the time of accident. The Insurance Company offered claim

settlement after deduction of 25% of the claim amount. The complainant was also informed of the offer and he did not raise any objection.

In view of the above facts, the Insurance Company is directed to settle the claim as admissible as sub standard on 75% of the assessed loss.

Accordingly, an Award as passed with a direction to the Insurance Company to settle the claim as admissible on sub standard basis on 75% of the assessed loss.

AWARD

Taking into account the facts and circumstances of the case and the submissions made by both the parties during the course of hearing, the Insurance Company is directed to settle the claim as admissible on sub standard basis on 75% of the assessed loss.

22. The attention of the Complainant and the Insurer is hereby invited to the following provisions of Insurance Ombudsman Rules, 2017:

- e. According to Rule 17(5) of Insurance Ombudsman Rules, 2017, A copy of the award shall be sent to the complainant and the insurer named in the complaint.
- f. As per Rule 17(6) of the said rules the Insurer shall comply with the Award within 30 days of the receipt of the award and shall intimate the compliance to the Ombudsman.

**Place: Jaipur.
Dated: 15.12.2021**

**Rajiv Dutt Sharma
Insurance Ombudsman**

**PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, STATE OF RAJASTHAN
UNDER THE INSURANCE OMBUDSMAN RULES, 2017(as amended till date)
OMBUDSMAN – Mr. RAJIV DUTT SHARMA
CASE INSAAF KHAN V/STHE ORIENTAL INSURANCE COMPANY LIMITED.
COMPLAINT REF: NO JPR- G- 050- 2122-0118**

AWARD NO: IO/JPR/GI/A/2122/00

1.	Name & Address of the Complainant	Mr.Insaaf Khan Jaipur
2.	Policy No: Type of Policy Duration of policy/Policy period IDV	322700/31/2021/4096 Motor Insurance GCCV-Public Carriers other than three Wheelers PACKAGE Policy-Zone B 09.10.2020 to 08.10.2021 Rs. 27.37 Lacs, DO theft 16-01-2021 veh. no. RJ14 GK5100
3.	Name of the insured Name of the policy holder	Mr.Insaaf Khan Mr.Insaaf Khan
4.	Name of the insurer	THE ORIENTAL INSURANCE COMPANY LIMITED
5.	Date of Repudiation	24.08.2021
6.	Reason for repudiation	As per Motor Policy Condition no. 5 fail to take reasonable care
7.	Date of receipt of the Complaint	13.09.2021
8.	Nature of complaint	Non-settlement of theft claim
9.	Amount of Claim	Rs. 27.37 lakh
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Rs. 27.37 lakh
12.	Complaint registered under Rule no: of IOB rules	13 i (b)
13.	Date of hearing/place	10.12.2021/ Jaipur Video conferencing Go to meeting
14.	Representation at the hearing	
	e) For the Complainant	Mr. Insaaf Khan
	f) For the insurer	Mr. Jai Raj
15.	Complaint how disposed	Award
16.	Date of Award/Order	10.12.2021

21) **Mr. Insaaf Khan**(herein after referred to as the complainant) had filed a complaint against the decision of **THE ORIENTAL INSURANCE COMPANY LIMITED** (herein after referred to as the respondent Insurance Company) alleging non settlement of vehicle theft claim.

22) Cause of Complaint:

Complainant's argument: Mr. Insaaf Khan, the Complainant had Tata LPT 3718 registered in his favour bearing No. RJ14 GK 5100, which was covered under a Policy No. 322700/31/2021/4096 for the period from 09.10.2020 to 08.10.2021 for the IDV of Rs27.37 lakh from **THE ORIENTAL INSURANCE COMPANY LIMITED**. The complainant stated that his insured vehicle was stolen on 16.01.2021 from Delhi. He lodged the FIR at Delhi and completed all the claim formalities. The Insurance Company rejected the claim on the ground of violation of policy condition no. 5. Aggrieved, he requested the insurer at Delhi office, including its GRO to reconsider the claim but failed to get any relief. Thereafter, he preferred a complaint to this forum for resolution of his grievance.

Insurer's argument: -The insurer stated in its SCN dated 07.12.2021 that the claim was repudiated as the insured had left the vehicle unattended at unknown place, GPS was not installed in the vehicle and the vehicle was not locked at the time of theft (its window was not having proper locking system and insured used to bolt/lock the window from inside and then lift glass)". There was violation of condition no. 5 of motor tariff which binds insured to take all reasonable steps to safeguard the vehicle insured from loss or damage.....

19) Reason for Registration of Complaint: - Case of non settlement of theft claim of vehicle.

20)) The following documents were placed for perusal.

- k) Complaint letter
- l) Policy copy and policy conditions, claim form
- m) repudiation letter, FIR,
- n) Form VI A duly signed by the complainant.
- o) SCN and Annex VII A duly signed

23) Result of hearing with both parties (Observations and Conclusion) :- Both the parties were heard through videoconferencing and both reiterated their submissions. During the hearing, the complainant submitted that his insured vehicle was stolen in Delhi highway. The vehicle was stolen in the month of January and the case of registered with police and FR was also issued. The matter was investigated by the Insurance Company. The Insurance Company rejected the

claim as per policy condition no, 5. The insurance company submitted that as per statement given by the insured to the investigator the vehicle was left at highway while the driver had gone to nearby dhaba for food. The complainant also admitted that the vehicle as unlocked and the vehicle was locked by a chitkani from inside and glass was lifted for it.

On perusal of the documents exhibited and oral submissions made during the course of hearing, the Insurance Company could not substantiate their contention that the vehicle was left unattended and the insured failed to take reasonable care. It was noted that the driver went for having food at nearby dhaba. However the complainant admitted that the key of the vehicle was lost some time ago and they used to lock the vehicle from inside after sliding glass from inside. It was noted that the theft of the vehicle was not disputed. The incidence was reported to the police and intimated the Insurance Company thereby giving them an opportunity to investigate the matter. The vehicle was insured with package cover and the Insurance Company cannot deny the

liability in totality for breach of policy condition. The claim seems to be genuine and consequently capable of being settled. Hon'ble Supreme Court in Amalendu Sahoo Vs Oriental Insurance Co Ltd has observed that if any condition of the policy is breached under Motor Insurance, the claim can be settled on Non standard basis. Relying on the judgement of the case Amalendu Sahoo Vs Oriental Insurance Co Ltd the claim can be settled at 50% of the insured amount.

In view of the facts and circumstances, the Insurance Company is directed to settle the claim at 50% of the insured amount

Accordingly, an Award is passed with the direction to the Insurance Company to settle the claim at 50% of the insured amount.

AWARD

Taking into account the facts and circumstances of the case and the submissions made by both the parties during the course of hearing, the Insurance Company is directed to settle the claim at 50% of the insured amount.

22. The attention of the Complainant and the Insurer is hereby invited to the following provisions of Insurance Ombudsman Rules, 2017(as amended till date):

- a. According to Rule 17(5) of Insurance Ombudsman Rules, 2017(as amended till date), A copy of the award shall be sent to the complainant and the insurer named in the complaint.
- b. As per Rule 17(6) of the said rules the Insurer shall comply with the Award within 30 days of the receipt of the award and shall intimate the compliance to the Ombudsman.

Place: Jaipur.
Dated:13.12.2021

Rajiv Dutt Sharma
Insurance Ombudsman

**PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, STATE OF RAJASTHAN
UNDER THE INSURANCE OMBUDSMAN RULES, 2017(as amended till date)
OMBUDSMAN – Mr. RAJIV DUTT SHARMA
CASE RAJESH SURANA V/S ACKO GENERAL INSURANCECOMPANY LIMITED.
COMPLAINT REF: NO JPR- G- 056- 2122-0137**

AWARD NO: IO/JPR/GI/A/2122/00

1.	Name & Address of the Complainant	Mr. Rajesh Surana, Jaipur
2.	Policy No: Type of Policy Duration of policy/Policy period IDV	ACCA000309300714/00 Private car package policy 23.08.2020 to 22.08.2021 Rs. 2.09 lakh/-
3.	Name of the insured Name of the policy holder	Sh Rajesh Surana Sh Rajesh Surana
4.	Name of the insurer	AckoGeneral Insurance Company Limited
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	28.10.2021
8.	Nature of complaint	short settlement of vehicle accident claim
9.	Amount of Claim	Rs. 117000/-
10.	Date of Partial Settlement	Rs.
11.	Amount of relief sought	Rs. 31026
12.	Complaint registered under Rule no: of IOB rules	13 i (b)
13.	Date of hearing/place	23.12.2021 / Jaipur Video conferencing Go to meeting
14.	Representation at the hearing	
	g) For the Complainant	Mr Rajesh Surana
	h) For the insurer	Mr Rajesh Dhane
15	Complaint how disposed	Award
16	Date of Award/Order	23.12.2021

23) Brief fatctcs of the Case.: Mr.Rajesh Surana(herein after referred to as the complainant) had filed a complaint against the decision of **Acko General Insurance Company Limited (herein**

after referred to as the respondent Insurance Company) alleging short settlement of motor accident claim. The claim was settled for the damages which were consistent with because of damage and the damages that were not corroborating with as there was misrepresentation with regard to the driver on wheels at the time of accident.

24) Cause of Complaint:

Complainant's argument; Mr.Rajesh Surana has purchased the motor policy covering the vehicle GJ09BC 7552 from **Acko General Insurance Co. Ltd** for the period from 23.08.2020 to 22.08.2021. The complainant submitted that his vehicle met with an accident on 22.08.2021 while one cow came in front of the car and in order to save it turned the vehicle to LHS where it hit the stones lying on the road and damaged. The cow also hit the RHS windshield and damages on RHS as well. The Insurance Company was submitted estimate and survey was done. The Insurance Company approved the damages towards windshield only and denied the rest of the damages. Aggrieved, he requested the insurer at head customer service on 30.08.2021, including its GRO vide mail to reconsider the claim but failed to get any relief. Thereafter, he preferred a complaint to this office for resolution of his grievance.

Insurer's argument: - The Insurance Company submitted in its SCN dated 21.12.2021 that Insured lodged a claim on 22.08.2021 with call centre with respect to damage caused to the subject insured vehicle against the accident which occurred on 22.08.2021. Mr Naveen Mehta was appointed as an independent and licensed surveyor. The surveyor opined that customer demanded damages against multiple damages whereas the said damages were not in line with the cause of loss narrated by customer. However the surveyor issued work order dated 26.08.2021 based on actual accident damages. It was also submitted that as per cost analysis the workshop has charged higher price as compared to the authorized workshop. The insured has the background of seeking claims from various Insurance Companies on flimsy ground and has the habit of seeking multiple claims, the insurance adopted customer centric approach

19) Reason for Registration of Complaint: - Case of non settlement of motor accident claim

20) The following documents were placed for perusal.

- o) Complaint Letter
- p) Policy copy and policy conditions, GRO,
- q) Form VI A duly signed by the complainant.
- r) SCN and Annex VII A duly signed

24) Result of hearing with both parties (Observations and Conclusion) :- Both the parties appeared in the online hearing through videoconference and reiterated their submissions. The complainant submitted that his insured vehicle met with an accident to save the cow from LHS but his vehicle damaged on RHS. The Insurance Company considered only windshield of the vehicle and disallowed rest of the damages. The complainant claimed an amount of Rs. 37000/- but the Insurance Company approve the claim for Rs. 9000/- only. The Insurance Company submitted that there were three versions of the insured with regard to the cause of the accident. He submitted an estimate for Rs. 1.17 lakh on the last day of the insurance period. The Insurance Company submitted that it has not denied the claim but the same was closed due to non compliance of requirements for processing of the claim. The Insurance Company has accepted the liability as per the survey report and asked the complainant to furnish the documents in order to settle the claim.

On perusal of the documents placed on the record and submission made during the video hearing, it is observed that the Insurance Company has not denied with the claim and requested the insured for deficiency submission as per the surveyor's assessment. It was observed that the claim was not rejected by the Insurance Company and intervention of this Forum at this stage is not justified.

In view of the above facts, the Insurance Company is directed to settle the claim as admissible as per surveyor assessment subsequent to the completion of the formalities by the complainant.

Accordingly, an Award as passed with a direction to the Insurance Company to settle the claim as admissible as per surveyor assessment subsequent to the completion of the formalities by the complainant.

AWARD

Taking into account the facts and circumstances of the case and the submissions made by both the parties during the course of hearing, the Insurance Company is directed to settle the claim as admissible as per surveyor assessment subsequent to the completion of the formalities by the complainant.

22. The attention of the Complainant and the Insurer is hereby invited to the following provisions of Insurance Ombudsman Rules, 2017:

- g. According to Rule 17(5) of Insurance Ombudsman Rules, 2017, A copy of the award shall be sent to the complainant and the insurer named in the complaint.
- h. As per Rule 17(6) of the said rules the Insurer shall comply with the Award within 30 days of the receipt of the award and shall intimate the compliance to the Ombudsman.

Place: Jaipur.
Dated: 23.12.2021

Rajiv Dutt Sharma
Insurance Ombudsman

**PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, STATE OF RAJASTHAN
UNDER THE INSURANCE OMBUDSMAN RULES, 2017(as amended till date)
OMBUDSMAN – Mr. RAJEEV DUTT SHARMA
CASE TRILOK CHAND JAIN V/S THE NATIONAL INSURANCE COMPANY LIMITED.
COMPLAINT REF: NO JPR- G- 048- 2122-0127**

AWARD NO: IO/JPR/GI/A/2122/00

1.	Name & Address of the Complainant	Mrs. Trilok Chand Jain, Kota
2.	Policy No:	37020431211000043
	Type of Policy	Motor Private Car Package
	Duration of policy/Policy period	02.04.2021 TO 01.04.2022

	IDV	Rs. 525000/- RJ 14 QC 4624
3.	Name of the insured Name of the policy holder	Sh Trilok Chand Jain Sh Trilok Chand Jain
4.	Name of the insurer	The National Insurance Company Limited
5.	Date of Repudiation	NA
6.	Reason for repudiation	Short settlement of insured vehicle accident claim
7.	Date of receipt of the Complaint	01.10.2021
8.	Nature of complaint	short settlement of claim
9.	Amount of Claim	Rs. 49196/-
10.	Date of Partial Settlement	Rs. 37172/-
11.	Amount of relief sought	Rs. 12024/-
12.	Complaint registered under Rule no: of IOB rules	13 i (b)
13.	Date of hearing/place	22.12.2021 2/ Jaipur Video conferencing Go to meeting
14.	Representation at the hearing	
	i) For the Complainant	Mr Trilok Chand Jain
	j) For the insurer	Mr Sanjay Meena
15	Complaint how disposed	Award
16	Date of Award/Order	22.12.2021

25) **Brief facts of the Case.:** Mr.Trilok Chand Jain(herein after referred to as the complainant) had filed a complaint against the decision of **The National Insurance Company Limited** (herein after referred to as the respondent Insurance Company) alleging short settlement of Motor vehicle accident claim. The claim was settled by the respondent as per the surveyor assessment for Rs. 37172/- however the billed amount was for Rs. 121024/-.

26) Cause of Complaint:

(f) **Complainant's argument;** Mr.Trilok Chand Jain the complainant's insured vehicle bearing registration no RJ14 QC 46248, Maruti Brezza was covered under a Policy No. 37020431211000043 for the period from 02.04.2021 TO 01.04.2022 for the IDV of Rs 525000/-

from **The National Insurance Company Limited**. The complainant submitted that the aforesaid vehicle was insured with NIL depreciation. The vehicle met with an accident on 07.08.2021 and the vehicle was surveyed but the surveyor denied some of the parts for replacement with the plea that there were not damaged I the accident. It was submitted that his vehicle was insured with National Insurance since 2017 but the Insurance Company deducted 50% of the claim amount towards bumper front with the reason that the vehicle has run for 102000 km. The complainant requested for second survey but it was not responded. The complainant approached GRO for reconsideration of the health claim, but he could not get any relief from the Insurance Company. Being aggrieved the complainant approached this forum for redressal of his grievance.

(g) **Insurer's argument:** - The Insurance Company submitted in its SCN dated 13.10.2021 received on 17.12.2021 that the said vehicle was insured for the period of 02.04.2021 TO 01.04.2022 for IDV of Rs. 525000/-. The insured vehicle met with an accident on 07.08.2021 the survey was arranged. The complainant submitted estimate for Rs. 95220/- and the bill for an amount of Rs. 49196/- was submitted. The Insurance Company settled the claim for Rs. 37172/- as per the survey report. The loss was assessed by independent technical surveyor. The damages asked by the insured i.e. strut assy front suspension RH, knuckle steering RH, bearing front wheel RH not assessed by surveyor because these parts did not sustain any external force neither they were in the line of impact as per final surveyor photograph. Front bumper has been paid for 50% as there were multiple damages which were purely prior to this accident. The insured has not raised the issue regarding front bumper in his email to the company.

19) Reason for Registration of Complaint: - Case of short settlement of Motor accident claim

20) The following documents were placed for perusal.

- s) Complaint Letter
- t) Policy copy and policy conditions, claim intimation letter, GRO letter
- u) RC copy

- v) Form VI A duly signed by the complainant.
- w) SCN and Annex VII A duly signed

25) Result of hearing with both parties (Observations and Conclusion) :- Both the parties appeared in the personal hearing through videoconference and reiterated their submissions. The complainant submitted that his vehicle met with an accident and the claim was settled by the Insurance Company but deducted an amount of Rs. 12024/- from the bill amount. It was submitted that the policy obtained was a NIL depreciation motor policy but the Company deducted 50% of the amount towards bumper, some other parts have also been

The Insurance Company submitted that the claim was settled as per the surveyor assessment. The bumper was allowed after deduction at 50% of the amount. Other damages were not corroborating with the cause of the loss.

On perusal of the documents placed on the record and submission made during the video hearing, it is observed that the Insurance Company settled the claim for an amount short by 12042/- as per invoice submitted. The complainant submitted that the damage to the parts were noticed during the repair and could not be included in the estimate as were not visible at the time of preparing estimate. The complainant also submitted that vehicle could not be used in case of damages to the internal parts viz. bearing of the wheel. The Insurance Company did not submit any submission to the contrary. In respect of deduction towards bumper the same is not justified as policy issued covers parts replacement without any deduction for depreciation.

In view of the facts and circumstances, the Insurance Company is directed to settle the claim as admissible for the balance amount as per invoice submitted.

Accordingly, an Award is passed with the direction to the Insurance Company to settle the claim as admissible for the balance amount as per invoice submitted.

AWARD

Taking into account the facts and circumstances of the case and the submissions made by both the parties during the course of hearing, the Insurance Company is directed to settle the claim as admissible for the balance amount as per invoice submitted.

22. The attention of the Complainant and the Insurer is hereby invited to the following provisions of Insurance Ombudsman Rules, 2017(as amended till date):

- c. According to Rule 17(5) of Insurance Ombudsman Rules, 2017(as amended till date), A copy of the award shall be sent to the complainant and the insurer named in the complaint.
- d. As per Rule 17(6) of the said rules the Insurer shall comply with the Award within 30 days of the receipt of the award and shall intimate the compliance to the Ombudsman.

Place: Jaipur.
Dated: 22.12.2021

Rajiv Dutt Sharma
Insurance Ombudsman

**PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, STATE OF WESTERN U.P. AND UTTARAKHAND
UNDER INSURANCE OMBUDSMAN RULES 2017
OMBUDSMAN – SHRI C.S. PRASAD
CASE OF MRS. POOJA RANI V/S SBI GENERAL INSURANCE CO. LTD.
COMPLAINT REF: NO: NOI-G-040-2122-0130**

AWARD NO:

1.	Name & Address of the Complainant	Mrs. Pooja Rani 33, Ishwar Vihar, Sunder Wala, Raipur, Ladpur, Dehradyn, Uttarakhand-248009.
2.	Policy No: Type of Policy Duration of policy/Policy period	HSB/00394302 Bundled Private Car Insurance Policy 11.12.2020 to 10.12.2021
3.	Name of the insured Name of the policyholder	Mrs. Pooja Rani Mrs. Pooja Rani
4.	Name of the insurer	SBI General Insurance Co. Ltd.
5.	Date of Repudiation	Not repudiated
6.	Reason for repudiation	Not repudiated
7.	Date of receipt of the Complaint	07.09.2021
8.	Nature of complaint	Motor
9.	Amount of Claim	Rs./-
10.	Amount of Partial Settlement	Rs. /-
11.	Amount of relief sought	Rs./-
12.	Complaint registered under IOB rules	13 (1) (b)
13.	Date of hearing/place	03.12.2021 at Noida – online hearing
14.	Representation at the hearing	
	a. For the Complainant	Ms. Pooja Rani, Self
	b. For the insurer	Mr. Pushpashil V. Karve, Legal Manager
15.	Complaint how disposed	Award
16.	Date of Award/Order	09.12.2021

17) Brief Facts of the Case: This complaint is filed by Mrs. Pooja Rani against SBI General Insurance Co. Ltd. for partial payment of accidental damages claim of her car.

18. Cause of Complaint:

Complainant's argument: The complainant's car, Make: Grand i10 Nios Regn. No. UK07DV8211, which was insured by SBI General Insurance Company, met with an accident. There was a total loss to the car. The insurance company insured the car for the IDV of Rs. 6,51,000/- but at the time of setting the claim, they arrived at the value of her car at Rs. 603832/- only.

Insurers' argument: The Insurance Company in their SCN dated 22.09.2021 wherein they stated that after receipt of claim intimation dated 18.6.2021, they registered the claim of the insured vehicle during an accident due to push by an unknown vehicle from back side resulting insured vehicle falling into Yamuna river, reportedly on 16/06/2021. There was no intimation to Police authorities regarding the said accident. They immediately appointed an IRDA licensed independent surveyor, viz. Surveyor and Loss Assessor Mr. Preetesh Joshi to evaluate and assess the reported damages. The surveyor issued the Final Survey Report to them post completion of survey keeping in view the terms and conditions of the said policy. The insurance company observed that the IDV of the vehicle as per the policy was Rs. 6,18,498/-, whereas the Repair Liability after deduction of salvage and excess clause provided by the Surveyor was Rs 6,04,028/- which was more than 75% of the IDV, which was the maximum limit to which the Company was liable for repairs. Though the vehicle could be restored to its pre-accident roadworthy condition, it was not economically viable as the aggregate cost of repairs, subject to policy terms and conditions, exceeds 75% of the IDV. Thus, basis the inspection of the subject vehicle, the loss was assessed and recommended to be settled on Constructive Total Loss mode. Hence, claim was forwarded for Constructive Total Loss mode of settlement to be settled for Rs. 4, 12,027/- (excluding wreck value) in the favour of the complainant. Further, the salvage was evaluated from the online buyer wherein the highest wreck offer for Rs 2,50,000/- from M/s CarDekho was received. They recommended to settle the claim on 'Net of Salvage basis' and the same was discussed with the complainant in line with above repair liability to which she had agreed to accept Rs. 4,12,027/- in full and final settlement vide Consent Letter dated 28/08/2021 and Discharge Voucher dated 28/08/2021 and the same was paid to her on 06.09.2021. Further, as per the said policy Return To Invoice was covered for the insured vehicle, wherein in consideration of the payment of additional premium by the Insured as mentioned in the policy schedule and realization thereof by the company, the company should pay the financial shortfall between the amount received by the Insured of the Policy and the purchase price of the vehicle as confirmed in the invoice of sale or current replacement price of new vehicle in case exactly same make/ model was available, whichever was less, in the event of insured vehicle undergoing a Total Loss/ Constructive Total Loss mode of settlement following an accident. In view of the above, below is the working of **Net of Salvage basis** for the insured vehicle:

Liability on Net of Salvage Basis		
IDV	618498	
Purchase invoice value	603832	Considered in Calculation
Current Ex. Showroom Price	666950	
Road Tax	58595	Considered in Calculation
Registration charges	600	Considered in Calculation
Policy Premium	0	NA
Total RTI Amount	663027	
Wreck Value	250000	With RC from Car Dekho
Excess/ Additional Excess	1000	
Net Liability	412027	

19) Reason for Registration of Complaint: - Partial payment of Claim

20) The following documents were placed for perusal.

- a) Complaint letter
- b) Policy document
- c) Survey Report
- d) SCN
- e) Discharge Voucher & Consent letter

21) Observations and Conclusion: - The complainant and the representative of the insurance company were present for an online hearing on 03.12.2021. The complainant stated that the insurance company insured her vehicle for the IDV of Rs.6,18,498/- and charged the premium

for this value but at the time of claim, they had taken the purchased price of Rs. 6,03,832/- and settled the claim according to this amount. During the discussion, the insurance company was asked to explain their lapse. The insurance company vide their email dated 03.12.2021 submitted that they have revised the premium calculation considering the purchase price of the insured vehicle as Rs. 6,03,832/-. The premium charged earlier was Rs. 33,915/- and the current calculated premium came out to Rs.33,762/-, hence the difference of premium that was overcharged was Rs. 153/-.

On going through the documents exhibited and the oral submissions made by both the parties during the hearing, it is noted that the insurance company had settled the claim as per the terms and conditions of the policy. The grievance of the complainant was that there was a difference in the IDV of the vehicle and the purchase price of the vehicle taken into consideration for settling the claim. The insurance company has recalculated the premium and there is a difference of Rs.153/- . The insurance company is directed to pay Rs.153/- to the complainant.

The complaint is closed.

AWARD

Taking into account the facts and circumstances of the case and the submissions made by both the parties, the insurance company is directed to pay Rs.153/- to the complainant.

The complaint is closed.

22. The attention of the Complainant and the Insurer is hereby invited to the following provisions of Insurance Ombudsman Rules, 2017:

a) According to Rule 17(6) of Insurance Ombudsman Rules,2017, the insurer shall comply with the award within thirty days of the receipt of the award and intimate compliance of the same to the Ombudsman.

Place: Noida.

Dated: 09.12.2021

**C.S. PRASAD
INSURANCE OMBUDSMAN
(WESTERN U.P. & UTTARAKHAND)**

PROCEEDINGS BEFORE

**THE INSURANCE OMBUDSMAN, STATE OF WESTERN U.P. AND UTTARAKHAND
UNDER INSURANCE OMBUDSMAN RULES 2017
OMBUDSMAN – SHRI C.S. PRASAD
CASE OF MR. DHANANJAI GAUR V/S UNIVERSAL SOMPO GENERAL INS. CO. LTD.
COMPLAINT REF: NO: NOI-G-052-2122-0150**

AWARD NO:

1.	Name & Address of the Complainant	Mr. Dhananjai Gaur, 169, Vivek Vihar, Near G.K. Public School, Shahpur Tigri Road, Majhola, Moradabad, UP
2.	Policy No: Type of Policy Duration of policy/Policy period	2311/57954903/00/000 Private Car Package Policy 21.12.2018 to 20.12.2019
3.	Name of the insured Name of the policyholder	Mr. Dhananjai Gaur Mr. Dhananjai Gaur
4.	Name of the insurer	Universal Sompo General Ins. Co. Ltd.
5.	Date of Repudiation	05.08.2020
6.	Reason for repudiation	Non submission of documents
7.	Date of receipt of the Complaint	25.08.2021
8.	Nature of complaint	Motor insurance
9.	Amount of Claim	Rs. 9,00,000/- as per Annexure VI A
10.	Amount of Partial Settlement	Nil
11.	Amount of relief sought	Rs. 9,00,000/- as per Annexure VI A
12.	Complaint registered under IOB rules	13 (1) (b)
13.	Date of hearing/place	03.12.2021 at Noida – online hearing
14.	Representation at the hearing	
	a) For the Complainant	Mr. J.K. Singh, Father
	b) For the insurer	Ms. Sobha Sagnika Panda
15.	Complaint how disposed	Award
16.	Date of Award/Order	10.12.2021

17) Brief Facts of the Case: This complaint is filed by Mr. Dhananjay Gaur against M/s Universal Sompo General Insurance Co. Ltd. for repudiation of his motor claim.

18. Cause of Complaint: Repudiation of claim.

a) Complainant's argument: The complainant had taken Private Car Package Policy No. 2311/57954903/00/000, issued from 21.12.2018 to 20.12.2019, for his vehicle Honda Regn. No. UK 04 Z 6642, Model 2017, from Universal Sompo General Insurance Co. Ltd. The insured car met with a major accident while it was driven by his father, who also sustained injuries. He submitted all claim documents as requested by the insurance company. But the insurance company did not pay the claim.

b) Insurers' argument: The insurance company submitted their SCN dated 28.10.2021 wherein after receiving claim intimation they appointed an IRDA Licensed Independent Surveyor "Saurabh Agarwal" to survey the loss of the Insured vehicle. In pursuance of survey report vide letter dated 05/07/2020 and 22/07/2020 followed by their final reminder letter dated 29/07/2021 they requested the complainant to furnish the required documents to assess and analyse the admissibility of the claim. However, the pre-requisite documents had not been provided by the complainant to them, failing which they had not been able to assess the claim. Due to non-submission of documents, the claim had been closed via closure letter dated 05/08/2020. Further, Insurance Company was justified to settle claims as per the provisions provided under Terms & Conditions of insurance contract, Condition No. 1 of the policy terms and conditions stipulates that Notice shall be given in writing to the Company immediately upon the occurrence of any accidental loss or damage in the event of any claim and thereafter the insured shall give all such information and assistance as the Company shall require.

19) Reason for Registration of Complaint: - Repudiation of claim.

20) The following documents were placed for perusal.

- a) Complaint letter
- b) Policy document
- c) SCN
- d) Survey Report

21) Observations and Conclusion: - The complainant's father and the representative of the insurance company were present for an online hearing on 03.12.2021. The complainant's father stated that the insurance company did not pay the claim even after submitting the documents and discharge voucher. The insurance company reiterated that the claim was rejected due to non submission of pre-requisite. During the discussion, the complainant was asked to forward the documents as required by the insurance company under intimation to this Office. The complainant had forwarded the email attaching the required documents on 03.12.2021.

On going through the documents exhibited and the oral submissions made by both the parties during the hearing it was noted that the claim was not processed by the insurance company for

non submission of required documents and now the complainant has again forwarded the same to the insurance company. The insurance company is directed to pay the claim within p 15 days from the date of receipt of this Award and confirm the same to this Forum.

The complaint is closed.

AWARD

Taking into account the facts and circumstances of the case and the submissions made by both the parties, the insurance company is directed to pay the claim within 15 days from the date of receipt of the Award and confirm the same to this Forum.

The complaint is closed.

22. The attention of the Complainant and the Insurer is hereby invited to the following provisions of Insurance Ombudsman Rules, 2017:

a) According to Rule 17(6) of Insurance Ombudsman Rules,2017, the insurer shall comply with the award within thirty days of the receipt of the award and intimate compliance of the same to the Ombudsman.

Place: Noida.

Dated: 10.12.2021

**C.S. PRASAD
INSURANCE OMBUDSMAN
(WESTERN U.P. & UTTARAKHAND)**

PROCEEDINGS BEFORE

**THE INSURANCE OMBUDSMAN, STATE OF WESTERN U.P. AND UTTARAKHAND
UNDER INSURANCE OMBUDSMAN RULES 2017
OMBUDSMAN – SHRI C.S. PRASAD
CASE OF MR. SAHIL CHAHAL V/S UNIVERSAL SOMPO GENERAL INS. CO. LTD.
COMPLAINT REF: NO: NOI-G-052-2122-0136**

AWARD NO:

1.	Name & Address of the Complainant	Mr. Sahil Chahal, A-182, Gulshan Ikebana, Sector 143, Noida, UP-201301.
2.	Policy No: Type of Policy Duration of policy/Policy period	2311/61345871/00/000 Private Car Package Policy 31.05.2021 to 30.05.2021
3.	Name of the insured Name of the policyholder	Mr. Sahil Chahal Mr. Sahil Chahal
4.	Name of the insurer	Universal Sompo General Ins. Co. Ltd.
5.	Date of Repudiation	09.04.2021
6.	Reason for repudiation	Non submission of documents.
7.	Date of receipt of the Complaint	14.09.2021
8.	Nature of complaint	Motor insurance
9.	Amount of Claim	Rs. 28,24,000/-
10.	Amount of Partial Settlement	Nil
11.	Amount of relief sought	Rs. 28,24,000/-
12.	Complaint registered under IOB rules	13 (1) (b)
13.	Date of hearing/place	03.12.2021 at Noida – online hearing
14.	Representation at the hearing	
	a) For the Complainant	Mr. Sahil Chahal, Self
	b) For the insurer	Mr. Krishna Gopal Bhardwaj
15.	Complaint how disposed	Award
16.	Date of Award/Order	13.12.2021

17) Brief Facts of the Case: This complaint is filed by Mr. Sahil Chahal against M/s Universal Sompo General Insurance Co. Ltd. for non settlement of motor claim.

18. Cause of Complaint: Non settlement of claim.

a) Complainant's argument: The complainant had taken private car package policy bearing policy no. 2311/61345871/00/000, issued from 31.05.2021 to 30.05.2021, for his vehicle Jaguar Regn. No. DL1C S 3500, Make 2014, from Universal Sompo General Insurance Co. Ltd. The above car met with an accident on 03.12.2020 and sustained damages. Initially, the insurance company listed the vehicle for auction at car trade platform as "total loss category" without informing the complainant. Later on, the repair estimate was given to him. The cost of repairing was more than the IDV of the vehicle. The insurance company misled the complainant and did not pay the claim.

b) Insurers' argument: The insurance company submitted their SCN dated 28.10.2021 wherein they stated that the insured car had met with an accident while saving collision with another car and got hit with cement pile causing damages. After the intimation of claim, they appointed IRDA licensed Independent Surveyor "Ashwini Thapar and Associates" to survey the loss of the vehicle. In pursuance of the survey report they requested the complainant to furnish the required documents to assess and analyse the admissibility of the claim, vide letters dated 09/04/2021 and 12/07/2021 followed by final reminder letter dated 03/08/2021. However, some of the pre-requisite documents had not been provided by the complainant to them till date, failing which the insurance company had not been able to assess the claim of the complainant. Further, the insurance company stated that the insured vehicle had been kept at the local workshop i.e. Europa Car Care. The cost of repair had been analysed in accordance with the vehicle being positioned in the local garage and the assessment made by the surveyor and approval for initiation of repair had been given to Europa Car Care. Further, the surveyor had only mentioned parts which would be allowed and the labour charges in accordance with the prevalent local garage charges. The vehicle had been in the local workshop and the surveyor in his communication had clarified that the part rate would be as per local applicable rates which will be 50% of the dealer rates which was charged by the workshop. The workshop had itself asked for approval to start repairing the vehicle and the workshop person assured them that they would purchase parts from Khan Market (Local Market). But to their utter dismay there had been no such activity seen in the vehicle. The insurance claim could not be paid for the repairs being carried out at a local workshop with parts being procured from local market or the used parts being purchased to carry out the repairs of the insured vehicle but claimed as per the dealer's rate; the policy of the complainant was Plan C depreciation waiver, under which 50% waiver was applicable for repairs undertaken at designated authorized garages of manufacturers only and not in a local/unauthorized workshop.

The necessary approval of initiation of repairs had been given and they had issued letters dated 23.03.2021 and 09.04.2021 to the complainant to i) produce the vehicle under repair and re-inspection ii) Provide purchase parts verification, repair bill and payment receipt iii) Payment discharge voucher iv). KYC Documents

19) Reason for Registration of Complaint: - Non settlement of claim

20) The following documents were placed for perusal.

- a) Complaint letter
- b) Policy document
- c) SCN
- d) Survey Report

21) Observations and Conclusion: - The complainant and the representative of the insurance company were present for an online hearing on 03.12.2021. The complainant stated that the insurance company was delaying the settlement of the claim for the last one year. The vehicle was a total loss that could not be repaired but they insisted on repairing the same. Moreover, they had put his vehicle on auction as a Total Loss Damage at Car Trade platform without intimating him. There were different estimates taken for repair for Rs. 24,29,685/-, Rs. 44,61,654/- and Rs.30,38,909/-, with deduction on metal parts. The insurance company reiterated that they asked the complainant to get the vehicle repaired, but instead, he insisted on a total loss claim. The vehicle was kept for repair at a local workshop and the surveyor had clarified that the part rate would be as per local applicable rates which will be 50% of the dealer rates which was charged by the workshop. The workshop had itself asked for approval to start repairing the vehicle and the workshop person assured them that they would purchase parts from Khan Market (Local Market). But the repair was not done. The insurance claim could not be paid for the repairs being carried out at a local workshop with parts being procured from local market or the used parts being purchased to carry out the repairs of the insured vehicle but claimed as per the dealer's rate; the policy of the complainant was Plan C depreciation waiver, under which 50% waiver was applicable for repairs undertaken at designated authorized garages of manufacturers only and not in a local/unauthorized workshop.

On going through the documents exhibited and the oral submissions made by both the parties during the hearing, I have noted the gross misconduct on the part of the insurance company as they put the accidental vehicle for open auction without the consent and information to the insured. The surveyor, M/s Ashwani Thapar & Associates, who inspected the vehicle at the time of accident, assessed the net liability of 9,89,458/- as the vehicle was taken to local workshop for repairs. It also noted that the vehicle was lying at the workshop for almost one year without repairs and the damages could have been exaggerated over the period of time. I have gone through the revised assessment sheet on the basis of estimates provided by insured from the Dealer. The vehicle is repairable and hence, the assessment was done on estimate basis only on the physical damages as on the date of accident/survey under policy terms and conditions only. As per the surveyor's assessment, the revised liability of the insurance company comes out to be Rs.14,84,062/- on basis on estimate only and the final assessment would be subject to the vehicle repairs and the re-inspection along with the salvage of parts for verification. To meet the ends of justice, the complainant is directed to get the vehicle repaired and submit the repair bills along with other required documents and get the vehicle re-inspected. The insurance company is

directed to pay the claim for Rs.14,84,062/- after receiving the claim related documents and re-inspection done.

The complaint is closed.

AWARD

Taking into account the facts and circumstances of the case and the submissions made by both the parties, the complainant is directed to get the vehicle repaired and submit the repair bills along with other required documents and get the vehicle re-inspected. The insurance company is directed to pay the claim for Rs.14,84,062/- after receiving the claim related documents and re-inspection done. The complaint is closed.

22. The attention of the Complainant and the Insurer is hereby invited to the following provisions of Insurance Ombudsman Rules, 2017:

a) According to Rule 17(6) of Insurance Ombudsman Rules,2017, the insurer shall comply with the award within thirty days of the receipt of the award and intimate compliance of the same to the Ombudsman.

Place: Noida.

Dated: 13.12.2021

**C.S. PRASAD
INSURANCE OMBUDSMAN
(WESTERN U.P. & UTTARAKHAND)**

**PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, STATE OF WESTERN U.P. AND UTTARAKHAND
UNDER INSURANCE OMBUDSMAN RULES 2017**

OMBUDSMAN – SHRI C.S. PRASAD
CASE OF MR. PRATHAM MISHRA V/S RELIANCE GENERAL INSURANCE CO. LTD.
COMPLAINT REF: NO: NOI-H-035-2122-0149

AWARD NO:

1.	Name & Address of the Complainant	Mr. Pratham Mishra, F-120 B-1, LIG, Pratap Vihar, Sector-11, Ghaziabad, UP-201001.
2.	Policy No: Type of Policy Duration of policy/Policy period	130422124110000893 Marine Cargo – Road/Rail (Specific) 27.06.2021
3.	Name of the insured Name of the policyholder	Mr. Pratham Mishra Mr. Pratham Mishra
4.	Name of the insurer	Reliance General Insurance Co. Ltd.
5.	Date of Repudiation	17.08.2021
6.	Reason for repudiation	The loss falls beyond the scope of coverage of the policy.
7.	Date of receipt of the Complaint	28.09.2021
8.	Nature of complaint – Group Mediclaim	Repudiation of Claim
9.	Amount of Claim	Rs.13,877/- as per Annexure VI A + mental harassment and printing, drafting of complaint etc.
10.	Amount of Partial Settlement	n.a.
11.	Amount of relief sought	Rs.13,877/- as per Annexure VI A + mental harassment and printing, drafting of complaint etc.
12.	Complaint registered under IOB rules	13 (1) (b)
13.	Date of hearing/place	13.12.2021 at Noida
14.	Representation at the hearing	
	a) For the Complainant	Mr. Pratham Mishra, Self
	b) For the insurer	Mr. Devendra Maurya, Manger-Legal
15.	Complaint how disposed	Award
16.	Date of Award/Order	15.12.2021

17) Brief Facts of the Case: This complaint is filed by Mr. Pratham Mishra against M/s Reliance General Insurance Co. Ltd. for repudiation of marine transit claim of his household goods.

18) Cause of Complaint:

Complainant's argument: The household goods of the complainant were to be shifted from Ghaziabad (UP) to Hamirpur (HP) and M/s Super Fast Packers Movers had taken his household goods total 18 numbers of cartoons boxes vide vehicle no.HR 84 7290 on dated 27.06.2021. Only 17 numbers of cartoon boxes were delivered to Hamirpur on dated 05.07.2021 vide vehicle no. HP 67A 1194. Most of the sealed carton boxes items were damaged, broken, misplaced and lost. The complainant lodged an Insurance claim on 06.07.2021. The insurance company appointed a surveyor to assess the loss but the insurance company repudiated the claim by stating the loss had occurred due to jerks and jolts which was not covered under the policy.

Insurers' argument: The insurance company in their SCN dated 24.11.2021 wherein they stated that the complainant/insured had taken Reliance Marine Cargo - Road/Rail vide Policy No-130422124110000893 which was issued on 27 Jun 2021. The complainant reported that M/s Super Fast Packers Movers, had taken his household goods total 18 numbers of Carton boxes vide vehicle number HR 84 7290, on 27 Jun 2021 from Ghaziabad (UP), however only 17 number of cartoon boxed had been delivered to Hamirpur (Himachal Pradesh) on dated 5 Jul 2021 vide vehicle number HP67A1194 and most of the sealed boxed were damages, broken and misplaced and lost. They registered the claim and appointed M/s J.C Gupta & Co. Insurance SLA Pvt. Ltd., Loss Assessor, to assess the loss. The complainant provided all the required documents to the surveyor. The deputed surveyor assessed the loss and submitted the report wherein they submitted that the loss had occurred due to jerks & Jolts during transit. The policy coverage was INLAND TRANSIT RAIL-ROAD (B) and the perils covered under ITC (B) were: **1. Fire 2. Lightning, 3. Breakage of bridges, 4. Collision with or by carrying vehicle 5. Overturning of the carrying vehicle, derailment, or accident of like nature to the carrying railway wagon/vehicle.** Since none of the perils occurred causing the damages, therefore, the claim was not tenable under the scope of the policy hence repudiated.

19) Reason for Registration of Complaint: Repudiation of claim

20) The following documents were placed for perusal.

- a) Complaint letter/Form VIA
- b) Proposal Form
- c) Policy document
- d) SCN
- e) Survey Report

21) Observations and Conclusion: - The complainant attended an online hearing and the representative of the insurance company was present for a personal hearing on 13.12.2021. The complainant stated that the insurance policy was taken by the transporter without informing him the terms and conditions of the policy. He even did not sign the proposal form. The premium was also paid by the transporter which he added in his transportation bill. The insurance

company admitted the lapses on their part and agreed to pay the claim as assessed by the surveyor.

On going through the documents exhibited and the oral submissions made by both the parties during the hearing, it is noted that the complainant was unaware of the terms and conditions of the policy. The insurance cover was taken by the transporter without his consent. The insurance company admitted their fault and offered to settle the claim for Rs. 10,945/- as per the surveyor's assessment. I find that the premium was paid for Inland Transit (Rail-Road) B and the claim falls under the coverage of Inland Transit (Rail-Road) A, hence, to meet the ends of justice, the insurance company is directed to pay the claim for Rs.10,945/- after deducting the difference in premium amount of ITC A and ITC B.

The complaint is closed.

AWARD

Taking into account the facts and circumstances of the case and the submissions made by both the parties, the insurance company is directed to pay the claim for Rs.10,945/- after deducting the difference in premium amount of ITC A and ITC B.

The complaint is closed.

22. The attention of the Complainant and the Insurer is hereby invited to the following provisions of Insurance Ombudsman Rules, 2017:

a) According to Rule 17(6) of Insurance Ombudsman Rules,2017, the insurer shall comply with the award within thirty days of the receipt of the award and intimate compliance of the same to the Ombudsman.

Place: Noida.

Dated: 15.12.2021

**C.S. PRASAD
INSURANCE OMBUDSMAN
(WESTERN U.P. & UTTARAKHAND)**

**PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, STATE OF WESTERN U.P AND UTTARAKHAND
UNDER THE INSURANCE OMBUDSMAN RULES, 2017
OMBUDSMAN: SH. C.S. PRASAD**

**CASE OF SH. ANIL KUMAR SHARMA V/S. GODIGIT GENERAL INS. CO.
COMPLAINT REF. NO. : NOI- G- 059- 2122 - 0113**

AWARD NO:

1.	Name & Address of the Complainant	Sh. Anil Kumar Sharma S/O Sh. Madan Mohan Sharma Village and Post Bhojpur, Ghaziabad, U.P. 245304. Ph. No. 9634645768
2.	Policy No: Type of Policy Duration of policy/Policy period IDV	D006944810 Private Car Package Policy 01.09.2020 to 31.08.2021 Rs.3,25,000/-
3.	Name of the insured Name of the policyholder	Sh. Anil Kumar Sharma Sh. Anil Kumar Sharma
4.	Name of the insurer	Godigit General Ins. Co. Ltd.
5.	Date of Repudiation	23.06.2021
6.	Reason for repudiation	Claim withdrawl by the complainant
7.	Date of receipt of the Complaint	31.08.2021
8.	Nature of complaint	Private Vehicle
9.	Amount of Claim	-
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Rs.15,000/- approx as per Annex VI A
12.	Complaint registered under Rule no: of IOB rules, 2017	13 (1) (b)
13.	Date of hearing/place	10.12.2021 / NOIDA
14.	Representation at the hearing	
	a) For the Complainant	Sh. Anil Kumar Sharma
	b) For the insurer	Sh. Sandeep Mohanty, Associate Manager
15	Complaint how disposed	Award
16	Date of Award/Order	16.12.2021

17) Brief Facts of the Case:- Sh. Anil Kumar Sharma, the Complainant had purchased Private Car Package Policy No. D006944810 covering his Maruti Celerio 2017, vehicle No.UP 14 DH 9228 from Godigit General Ins. Co. Ltd. for the period from 01.09.2020 to 31.08.2021 with IDV of Rs.3,25,000/-. The above Vehicle met with an accident on 01.05.2021. The complainant has withdrawn his claim due to less settlement by the insurance company. Aggrieved, he requested the Insurer including its GRO to reconsider the claim but failed to get any relief. Thereafter, he has preferred a complaint to this office for resolution of his grievance.

18) Cause of Complaint:-

a) **Complainants argument:-** The complainant stated in his complaint that his car met with an accident but the Insurance Company offered the claim settlement for Rs.800/- only, however, the damage was approximate of Rs.15,000/-. Therefore, he withdrew his claim.

b) **Insurers' argument:-** The insurer stated in their SCN that

1. It is most respectfully submitted that, there is no kind of deficiency of services or unfair trade practices on the part of the Insurance Company. The claim of the Complainant has been repudiated based on the available documents and after providing sufficient opportunity to the Complainant.
2. It is submitted that company has issued "**Digit private car package policy**" bearing No. **D021863753** to the complainant herein and the liability of the Company is subject to the policy terms and conditions.
3. It is submitted that the vehicle of the complainant allegedly met with an accident on 01st May 2021. However, the intimation regarding the same was given to the Company on 18th June 2021 **i.e. after a delay of 48 days**. The inordinate delay affects their right to correctly analyze the admissibility of loss. The same is breach of condition 1 of the policy issued to the insured, relevant portion of which is as follows; "*Notice shall be given in writing to the company immediately upon the occurrence of any accidental loss or damage in the event of any claim and thereafter the insured shall give all such information and assistance as the company shall require*".
4. It is submitted that, on the policy schedule, the Insurer has explicitly mentioned the 24 X 7 helpline number, email ID and website address as such nothing prevented the complainant to give immediate intimation. They have neither received any call on their toll free number nor any mail was marked to the Insurer intimating the alleged loss immediately after the loss. The Complainant has not given any justifiable reasons to such a delay in intimation, further it is noted that there is suppression of material facts and misrepresentation of facts to have wrongful gains from the opposite insurance company.
5. It is submitted that notwithstanding the said delay, the Company registered the claim under claim bearing No. 202100107596 and shared the self-survey link and appointed surveyor to assess the loss and ascertain the true cause and nature of loss, the insured had uploaded partial photos of vehicle on 18th June, so video survey was done on 19th June through which the vehicle was inspected and the damages were noted. However, it was observed by the surveyor that the alleged damages of 18th June are not similar with

damages of 19th June, the damage to front bumper and LH Fender captured in self-survey link were repairable however same appears to be deliberately increased so that they can be replaced instead of repaired. The same can be confirmed from the available pictures of the insured vehicle from 18th June and 19th June.

6. It is submitted that the Insurer, owing to the observations made by them from the available documents and to not be inadvertently prejudiced against the Complainant, hence via letter dated 19th June 2020 requested complainant to provide for documentary evidence showing the exact cause of loss, the complainant was given 7 days' time to support his claim with any document or reason for further consideration. The complainant failed to provide any reasonable justification to the above-mentioned letter seeking reason for further processing of the claim, the company owing to the observation made from the available documents and information shared, they have allowed only the LH fender vide letter dated 23rd Jun 2020.
7. It is quite surprising that, the Complainant instead of sending confirmation to their above letter requested to withdraw the claim and as requested, they have closed the claim. And now the complainant has approached this Hon'ble forum. The Insurance Company has given fair opportunity to the complainant, to explain correct cause of loss, place of loss and details of the other vehicle at the time of loss, but there is willful confinement of facts on the part of complainant.
8. It is submitted that, there is suppression of material fact and misrepresentation of facts involved in this case and therefore, this requires detailed trail, chief examination, cross examination and summoning of witnesses. As such, same is not possible by the summary procedure followed by this Hon'ble Forum. Therefore, the complainant may be directed to approach the appropriate court.
9. It is submitted that, there is no deficiency of service or unfair trade practice on the part of company, on the contrary the complainant has not approached this hon'ble forum with clean hands, there is willful misrepresentation of facts and facts are manipulated to avail the claim, thereby leading to fundamental breach of the principle of Indemnity and utmost good faith on which the contract of Insurance is revolving.

Therefore, the Opponent Insurance Company most humbly prays that, this complaint be dismissed.

19) Reason for Registration of Complaint: - Claim not paid

20) The following documents were placed for perusal:-

- a) Complaint letter
- b) Policy copy
- c) Form VI A duly signed by the complainant.
- d) SCN of the case.

21. Observations and Conclusion :-

Both the parties appeared for personal hearing through video call and reiterated their submissions. Sh. Anil Kumar Sharma, the Complainant reiterated that his car met with an accident but the Insurance Company offered the claim settlement for Rs.800/- only, however, the damage was approximate of Rs.15,000/-. Therefore, he withdrew his claim.

The Insurance Company clarified that the vehicle of the complainant allegedly met with an accident on 01st May 2021. However, the intimation regarding the same was given to the Company on 18th June 2021 i.e. after a delay of 48 days. The inordinate delay affects their right to correctly analyze the admissibility of loss. The same is breach of condition 1 of the policy issued to the insured.

The Complainant has not given any justifiable reasons for such a delay in intimation.

Despite of the said delay of 48 days, the Company registered the claim and shared the self-survey link and appointed surveyor to assess the loss and ascertain the true cause and nature of loss. The insured had uploaded partial photos of the vehicle on 18th June, so video survey was done on 19th June through which the vehicle was inspected and the damages were noted. However, it was observed by the surveyor that the alleged damages of 18th June were not similar to damages of 19th June, the damage to front bumper and LH Fender captured in self-survey link were repairable. However, the same appears to be deliberately increased so that they can be replaced instead of repaired. The same can be confirmed from the available pictures of the insured vehicle from 18th June and 19th June. Therefore, they have allowed only the LH fender vide letter dated 23rd Jun 2020. Moreover, the Complainant requested to withdraw the claim and as requested, they have closed the claim.

I have examined the documents exhibited and the oral submissions made by both the parties. During the course of hearing, it was accepted by the complainant that he himself did the front bumper out of his place. Moreover, there was delay of 48 days in intimation of the claim. If the complainant wanted to inform the Insurer within the prescribed time limit, he could have sent the mail or could have made a call to the Insurer, but he did not do the same. As the complainant did not provide any satisfactory and reliable explanation to the Insurer despite their letter, and withdrew the claim, I find no reason to interfere with the decision of the Insurance Company.

AWARD

Taking into account the facts and the submissions made by both the parties during the course of hearing, I see no reason to interfere with the decision of the Insurance Company.

Hence, the complaint is dismissed.

22. If the decision of the Forum is not acceptable to the Complainant, he/she is at liberty to approach any other Forum/Court as per laws of the land against the respondent Insurer.

Place: Noida.

Dated: 16.12.2021

**C.S. PRASAD
INSURANCE OMBUDSMAN
(WESTERN U.P. & UTTARAKHAND)**

**PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, STATE OF WESTERN U.P AND UTTARAKHAND
UNDER THE INSURANCE OMBUDSMAN RULES, 2017
OMBUDSMAN – SH. C.S. PRASAD
CASE OF SH. AMITABH GAUTAM V/S. NATIONAL INSURANCE CO. LTD.
COMPLAINT REF: NO.: NOI-G-048- 2122 - 0131**

AWARD NO:

1.	Name & Address of the Complainant	Sh. Amitabh Gautam, R/O 81, New Prem Puri, Railway Road, Meerut, Uttar Pradesh - 250002. Ph. No.9837024455
2.	Policy No: Type of Policy Duration of policy/Policy period Sum Insured	39010231186203025867 Long Term Two Wheeler Bundled Policy 23.02.2019 to 22.02.2024 Rs.11,47,600/-
3.	Name of the insured Name of the policyholder	Sh. Amitabh Gautam Sh. Amitabh Gautam
4.	Name of the insurer	National Ins. Co. Ltd.
5.	Date of Repudiation	23.10.2021
6.	Reason for repudiation	Claim rejected due to non registration of the vehicle at the time of loss
7.	Date of receipt of the Complaint	09.09.2021
8.	Nature of complaint	Private Vehicle
9.	Amount of Claim	--
10.	Date of Partial Settlement	N.A.
11.	Amount of relief sought	Rs.11,47,500/- + Interest as per Annex VI A
12.	Complaint registered under IOB Rules, 2017	13 (1) b
13.	Date of hearing/place	10.12.2021 / Noida
14.	Representation at the hearing	
	a) For the Complainant	Absent
	b) For the insurer	Sh Kanwal Singh, Administrative Officer
15	Complaint how disposed	Award
16	Date of Award/Order	16.12.2021

17) Brief Facts of the Case :- Sh. Amitabh Gautam, the Complainant had taken Long Term Two Wheeler Bundled Policy No. 39010231186203025867 covering his Ducati India Supersport

2018 from National Insurance Company Ltd. for the period from 23.02.2019 to 22.02.2024 with IDV of Rs.11,47,600/-. His claim was repudiated by the Insurance Company. Aggrieved, he requested the insurer including its GRO to reconsider the claim but failed to get any relief. Thereafter, he has preferred a complaint to this office for resolution of his grievance.

18) Cause of Complaint :-

a) Complainant's Argument :- Sh. Amitabh Gautam, the Complainant stated in his complaint that a claim for motor cycle accident loss has been submitted which has been assessed by the surveyor in his report for Rs.11,47,500/- as total loss basis. The claim has been repudiated with wrong reasons by the insurer. The Insurer had raised 7 points for deciding no claim in their letter dated 23.10.2021, but all the 7 points are incorrect and prejudiced. His reply to all the 7 points is as below:-

- i. The billing date of the motor cycle was 31.01.2019, however, the vehicle was delivered on 23.02.2019 with a temporary registration no.HR99ACJ(TEMP)4579 valid from 23.02.2019 to 24.03.2019 alongwith policy.
- ii. temporary registration no.HR99ACJ(TEMP)4579 valid from 23.02.2019 to 24.03.2019 is correct and there was no fraud.
- iii. Policy was issued at the time of motor cycle delivery on 23.02.2019 whereas billed on 31.01.2019. The delivery challan, insurance policy and temporary registration certificate had been provided by the dealer. There was a mere clerical mistake in delivery challan which could not be checked at that time but there was no fraud. The mistake had been corrected by dealer.
- iv. The submission of Insurer in their letter dated 23.10.2020 on para 4 regarding permanent registration is contested. The correct permanent registration receipt no.HR26R19030001911 dated 13.03.2019 that is before the expiry date of temporary registration no.HR99ACJ(TEMP)4579. The RTO authority had charged the tax from the date of delivery of the vehicle and this date as 23.02.2019 is clearly mentioned in the receipt. This permanent registration receipt is available with insurer and the copy of it had been provided by insurer under RTI Rules. So, it is confirmed that at the time of accident, the concerned vehicle was registered temporary.
- v. Further, in the Insurer's letter dated 23.10.2020 in para 5 is not correct since the tax of Rs.96,640/- paid includes no fine and interest for any delay.
- vi. MLC, Final Police case closure and treatment documents of driver Mr. Atharv clearly confirms that the driver was not intoxicated.

b) Insurer's Argument: The Insurer stated in their SCN that

1. They had issued the comprehensive motor policy with following salient details:

- Policy No.: 39010231186203025867
 - Name of Insured :Mr. Amitabh Gautam
 - Vehicle No.: HR26 DW 6205 MODEL : 2018 DUCATI BIKE
 - Type of Vehicle: BIKE
 - Policy Period: 23.02.2019 TO 22.2.2024
 - Nil Dep. Policy : yes
 - IDV : Rs.11,47,600/-
2. The said vehicle has met with an accident on 07.03.2019 at 3.30 a.m. Inderpuri, as per claim form duly signed by insured.
 3. They appointed Sh. Mohindra Kumar Mittal (Investigator) who submitted his report dated 6.10.2020 on 12.10.2020. As per claim form, Sh. Arthav Gautam was driving the said bike.
 4. After going through the entire claim documents, the competent authority had repudiated the said claim for the following reasons:
 - The vehicle was not registered at the time of accident (temporary RC had expired on 02.03.2019). The insured had applied for permanent RC vide receipt no. HR19030795564742 on 07.03.2019 at 10.08 am whereas accident took place on 07.03.2019 at 3.30 am. He has also paid fine of Rs.2,680/- and interest of Rs.190/- for MV Tax of Rs.1,07,120/- which shows that the insured has applied for permanent RC only after expiry of Temporary No. Driving without RC is violation of section 39 and section 43 of Motor Vehicle Act,1988.
 - *There was a delay of 151 days in intimation of claim to their office which is violation of the policy condition no.1.*
 - *Validity of Temporary RC issued by dealer is from 31.1.2019 to 2.3.2019 whereas insured has provided forged temporary RC mentioning validity from 23.2.2019 to 24.3.2019 which amounts to misrepresentation of facts to get the claim.*

19) Reason for Registration of Complaint: - Repudiation of motor claim.

20) The following documents were placed for perusal:-

- a) Complaint letter
- b) Policy copy
- c) Form VI A duly signed by the complainant.

d) SCN of the case.

21) Observations and Conclusion :- The hearing notice dated 01.12.2021 was sent to the complainant. The complainant was absent in the hearing and the matter was taken up on merit. The Insurance Company appeared for personal hearing through video call and reiterated their submissions. The complainant Sh. Amitabh Gautam stated in his complaint that a claim for motor cycle accident loss has been submitted which has been assessed by the surveyor in his report for Rs.11,47,500/- as total loss basis. The claim has been repudiated with wrong reasons by the insurer as mentioned above.

The Insurance Company clarified that the competent authority had repudiated the said claim for the reasons that the vehicle was not registered at the time of accident (temporary RC had expired on 02.03.2019). The insured had applied for permanent RC vide receipt no. HR19030795564742 on 07.03.2019 at 10.08 am whereas the accident took place on 07.03.2019 at 3.30 am. He has also paid a fine of Rs.2,680/- and interest of Rs.190/- for MV Tax of Rs.1,07,120/- which shows that the insured has applied for permanent RC only after expiry of Temporary No. Driving without RC is a violation of section 39 and section 43 of Motor Vehicle Act,1988. Validity of Temporary RC issued by dealer is from 31.1.2019 to 2.3.2019 whereas insured has provided forged temporary RC mentioning validity from 23.2.2019 to 24.3.2019 which amounts to misrepresentation of facts to get the claim. Moreover, there was a delay of 151 days in intimation of claim to their office which is violation of the policy condition no.1. The inordinate delay affects their right to correctly analyze the admissibility of loss.

After the hearing, the Insurance Company has provided the below mentioned facts also vide their mail dated 10.12.2021:

- First Temporary RC w.e.f 31-01-2019 to 02-03-2019.
- Second Temporary RC with period mentioned 23-02-2019 to 24-03-2019.
- Delivery note dated **23-02-2018** which is signed by the insured as date of receipt on 23-03-2018. Further, please note that the vehicle has been sold on **31-01-2019**.
- Purchase Invoice dated 31-01-2019.

I have examined the documents exhibited and the oral submissions made by both the parties. It is observed that there was inordinate delay of 151 days in intimation of the claim which affects Insurer's right to correctly analyze the admissibility of loss. If the complainant wanted to inform the Insurer within the prescribed time limit, he could have sent the mail or could have made a call to the Insurer, but he did not do the same. The Insurance Company had repudiated the said claim for the reasons that the vehicle was not registered at the time of

accident. Moreover, the validity of Temporary RC issued by dealers is from 31.1.2019 to 2.3.2019 whereas insured has provided forged temporary RC mentioning validity from 23.2.2019 to 24.3.2019 which amounts to misrepresentation of facts to get the claim. The two temporary Registrations Certificates issued by the dealer having different addresses of the owner and different validity dates and overwriting on temporary registration number in one of the certificates are sufficient evidence to prove misrepresentation. Insurer's decision cannot be faulted. I see no reason to interfere with the decision of the Insurance Company.

AWARD

Taking into account the facts and the submissions made by both the parties during the course of hearing, I see no reason to interfere with the decision of the Insurance Company.

Hence, the complaint is disposed off accordingly.

22. If the decision of the Forum is not acceptable to the Complainant, he/she is at liberty to approach any other Forum/Court as per laws of the land against the respondent Insurer.

**Place: Noida.
Dated: 16.12.2021**

**C.S. PRASAD
INSURANCE OMBUDSMAN
(WESTERN U.P. & UTTARAKHAND)**

**PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, STATE OF WESTERN U.P. & UTTARAKHAND
UNDER INSURANCE OMBUDSMAN RULE 2017
OMBUDSMAN: SH. C.S. PRASAD
CASE OF MS. DEEPTI KAPOOR V/S. UNITED INDIA INSURANCE CO. LTD.
COMPLAINT REF. NO. : NOI-G-051-2122-0135**

AWARD NO:

1.	Name & Address of the Complainant	Ms. Deepti Kapoor H.No. TF3, Karthikay Tower, Siddharth Vihar Residency, Siddharth Vihar, Ghaziabad, Uttar Pradesh-201009. Phone No. 9811624521
2.	Policy No: Type of Policy Duration of policy/Policy period IDV	0206003120P102429193 Private Car Package Policy 12.06.2020 to 11.06.2021 Rs.3,00,000/-
3.	Name of the insured Name of the policyholder	Ms. Deepti Kapoor Ms. Deepti Kapoor
4.	Name of the insurer	United India Insurance Company Limited
5.	Date of Repudiation	--
6.	Reason for repudiation	--
7.	Date of receipt of the Complaint	14.09.2021
8.	Nature of complaint	Private Vehicle
9.	Amount of Claim	--
10.	Date of Partial Settlement	--
11.	Amount of relief sought	Rs.3,00,000/- as per Annex.VI A
12.	Complaint registered under Insurance Ombudsman Rule 2017	13 (1)b
13.	Date of hearing/place	10.12.2021 / NOIDA
14.	Representation at the hearing	
	a) For the Complainant	Mr. Suraj Kapoor, Spouse of complainant
	b) For the insurer	Mrs. Rupali Jadhav - Administrative Officer
15.	Complaint how disposed	Award
16.	Date of Award/Order	16.12.2021

17) Brief Facts of the Case :- Ms. Deepti Kapoor, the complainant had purchased Private Car Package Policy through portal of Coverfox Brokers bearing No. 0206003120P102429193 of the United India Ins. Co. Ltd.. Her Maruti Swift 2014, vehicle No. DL 13 CA 9615 was insured for the period from 12.06.2020 to 11.06.2021 with IDV of Rs.3,00,000/-. The above Vehicle was stolen on 04.10.2020. The Insurance Company has offered the claim settlement for Rs.2,24,000/- as higher IDV was opted by the complainant at the time of purchase the policy online. Aggrieved, she requested the insurer including its GRO to reconsider the claim but failed to get any relief. Thereafter, she has preferred a complaint to this office for resolution of her grievance.

18) Cause of Complaint :-

a) **Complainant's Argument :-** Ms. Deepti Kapoor, the complainant stated in her complaint that she got her car insured through coverfox on 11 June 2020 for Rs.300,00.00. She selected a higher IDV by paying incremental premium. Her car was stolen from her place on October 04, 2020. She has already completed all the formalities and documentation with the Insurer. Now, they are not honouring the IDV i.e. the sum assured of Rs.3 lakh. They said that last year's IDV was Rs.2.5 lakh and they will pay her the claim after deducting 10% on last year's IDV. If that was the case, they should not have accepted a higher premium for higher IDV .

b) **Insurer's Argument:** The Insurance Company stated in their SCN that:

Ombudsman Complaint No.	<u>NOI-G-051-2122-0135</u>
Policy No.	<u>0206003120P102429193</u>
Policy Period	<u>12/06/2020 TO 11/06/2021</u>
Name of the Insured	<u>DEEPTI KAPOOR</u>
Vehicle Number	DL-13-CA-9615 MARUTI – SWIFT – YEAR OF MFG.2014
Sum Insured	RS.3,00,000/-
Type of Loss	Theft of the vehicle.
Date of Loss	04/10/2020
Compliance of 64vb	YES. REALIZED ON 13.06.2020
Claimed Amount	Policy IDV- RS.3,00,000/- Less: Excess-Rs.1,000/-= Rs.2,99,000/-
Claim Status	<p>Claim amount approved for settlement Rs.2,24,000/- and Discharge Voucher sent to the insured on 09.08.2021.</p> <p>Insured raised grievance which was replied on 03.09.2021</p> <p>However, Insured disagreed and approached Ombudsman.</p>
Reason	<p>1. IDV OPTED BY THE INSURED IN THE CURRENT YEAR POLICY :- Rs.3,00,000/-</p> <p>2.IDV OF THE VEHICLE IN THE PREVIOUS YEAR POLICY IS RS.2,50,002/-. HENCE, IDV CONSIDERED FOR THE CLAIM PURPOSE IS RS.2,25,000/-</p> <p>[Previous year policy IDV RS.250002/- LESS 10%]</p> <p>3. THEREFORE, CLAIM AMOUNT APPROVED AS PER PYP :- IDV FOR CLAIM PURPOSE- Rs.2,25,000/- LESS: EXCESS: RS.1,000/-= RS.2,24,000/-</p>

Comments	<p>1. The said policy is Online Policy purchased by the insured through Portal of Coverfox Brokers.</p> <p>2. At time of purchase, insured agreed to the terms and conditions as below :-</p> <p>IDV should be 10% Less than previous year policy IDV or as per depreciation norms of Indian Motor Tariff. [Enclosed herewith screenshot of the Online Proposal]</p> <p><u>HENCE, RECOMMENDATIONS FOR CLAIM AMOUNT IS RS.2,24,000/-</u></p>
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19) Reason for Registration of Complaint: - Dispute in theft of Motor claim

20) The following documents were placed for perusal:-

- a) Complaint Copy
- b) Policy copy
- c) SCN
- d) Annexure VI A

21. Observations and Conclusion :-

Both the parties appeared for personal hearing through video call and reiterated their submissions. The complainant's husband reiterated that he bought Motor Policy from coverfox portal on 11 June 2020 for Rs.3,00,00.00. He selected a higher IDV by paying incremental premium. His car was stolen on October 04, 2020. Now, the Insurance Company is paying only Rs.2,24,000/- on the ground that the last year's IDV was Rs.2.5 lakh and they would pay the claim after deducting 10% on last year's IDV. If that was the case, they should not have accepted a higher premium for higher IDV.

The Insurance Company clarified that the said policy was Online Policy purchased by the insured through Portal of Coverfox Brokers. At time of purchase the policy, the insured opted the higher IDV in the current year policy for Rs.3,00,000/-. However, the IDV of the vehicle in the previous year policy was Rs.2,50,000/- and for the current year it should be taken for Rs.2,25,000/- by the insured. But he opted Rs.3,00,000/-.

During the course of purchase the policy, it was clearly mentioned in the terms and conditions that "IDV should be 10% Less than previous year policy IDV or as per depreciation norms of Indian Motor Tariff". Therefore, claim amount approved as per previous year policy

IDV for claim purpose is Rs.2,25,000/-, less excess Rs.1,000/-. The Insurance Company is ready to pay the total claim amount of is Rs.2,24,000/-

I have examined the documents exhibited and the oral submissions made by both the parties. During the course of hearing, it was also accepted by the complainant that in other Companies proposal forms, the maximum IDV of his vehicle was offered for Rs.2,75,000/- but he opted the higher IDV and paid the higher premium for safety. It is observed that it was clearly mentioned in the online proposal form that IDV should be 10% Less than previous year policy IDV or as per depreciation norms of Indian Motor Tariff. But, the complainant purchased the policy online and opted for higher IDV intentionally. The IDV of the vehicle in the previous year policy was Rs.2,50,000/-. Hence, in the current policy, the IDV is considered for the claim purpose was Rs.2,25,000/-. The Company is ready to pay the total claim amount of is Rs.2,24,000/- after deduction of Rs.1,000/- as Excess. Hence, I see no reason to intervene in the decision of the Insurance Company.

AWARD

Taking into account the facts and the submissions made by both the parties during the course of hearing, I see no reason to intervene in the decision of the Insurance Company.

Hence, the complaint is disposed off accordingly.

22. If the decision of the Forum is not acceptable to the Complainant, he/she is at liberty to approach any other Forum/Court as per laws of the land against the respondent Insurer.

**Place: Noida.
Dated: 16.12.2021**

**C.S. PRASAD
INSURANCE OMBUDSMAN
(WESTERN U.P. & UTTARAKHAND)**

**PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, STATE OF WESTERN U.P. AND UTTARAKHAND
UNDER INSURANCE OMBUDSMAN RULES 2017
OMBUDSMAN – SHRI C.S. PRASAD
CASE OF MR. SANJOY CHAKRABORTY V/S. HDFC ERGO GEN. INS. CO. LTD.
COMPLAINT REF. NO.: NOI-G-018-2122-0111**

AWARD NO:

1.	Name & Address of the Complainant	Mr. Sanjoy Chakraborty C/O Mr. Jagdish Verma, Pokharkhali, Near Almora District Jail Road, Almora, Uttarakhand-263601. Ph. No. 8910187213
2.	Policy No: Type of Policy Duration of policy/Policy period IDV	2311 1008 7787 7800 000 Private Car Package Policy 06.10.2020 to 05.10.2021 Rs.5,60,457/-
3.	Name of the insured Name of the policyholder	Mr. Sanjoy Chakraborty Mr. Sanjoy Chakraborty
4.	Name of the insurer	HDFC ERGO General Insurance Co.
5.	Date of Repudiation	--
6.	Reason for repudiation	--
7.	Date of receipt of the Complaint	12.08.2021
8.	Nature of complaint	Private Vehicle
9.	Amount of Claim	--
10.	Date of Partial Settlement	N.A.

11.	Amount of relief sought	More than Rs.2 lacs as per Annex VI A
12.	Complaint registered under IOB rules	13 (1) (b)
13.	Date of hearing/place	10.12.2021 / NOIDA
14.	Representation at the hearing	
	m) For the Complainant	Mr. Sanjoy Chakraborty
	n) For the insurer	Ms. Shweta Pokhriyal, Asstt. Manager
15	Complaint how disposed	Award
16	Date of Award/Order	17.12.2021

17) Brief Facts of the Case: Mr. Sanjoy Chakraborty, the Complainant had taken Private Car Package Policy No. 2311 1008 7787 7800 000 from HDFC Ergo for the period from 06.10.2020 to 05.10.2021 for an IDV of Rs.5,60,457/-. The Complainant had lodged the claim for his GM Cruze 2013, Vehicle No.WB 24 R 9829 which was not settled by the Insurance Company. Aggrieved, he requested the Insurer including its GRO to reconsider the claim but failed to get any relief. Thereafter, he has preferred a complaint to this office for resolution of his grievance.

18) Cause of Complaint:

a) **Complainant's argument:** The complainant Mr. Sanjoy Chakraborty stated in his complaint that his car suffered damaged on 22.02.2021. His complaint is against the HDFC ERGO General Insurance Company, Dehradun Branch and also against The Haryal Service Center, Bareilly road, Haldwani for their unprecedented delay in complete repair and delivery of his Chevrolet Cruze car having registration no. WB 24R9829 in proper road-worthy conditions without proper survey and settlement of the claims.

b) **Insurers' argument:** The Insurer stated in their SCN that :

1. That the present complaint pertains to claim under the Private Car Policy bearing having policy number 2311 1009 7787 7800 000 valid from 06/10/2020 to 05/10/2021. It is submitted that the policy was issued in Good Faith to the complainant subject to the terms

and conditions and that in case if any liability arises under the policy the same shall be subjected to and restricted by the terms and conditions of the policy.

2. That as alleged in the Claim form, on 22/02/2021; the vehicle lost balance and as a result hit a mountain and sustained damages.
3. That after the alleged accident was reported to the respondent, the respondent appointed Surveyor, Nagesh Tyagi, as mandated under the Insurance Act, 1938 in order to assess and verify the damages.
4. That after the survey was done, claim of the complainant was settled in as much as the respondent has already paid to the Workshop, on the account of repair liability of the vehicle, as per the amount assessed by the IRDA approved surveyor. Details of the payment are given below:

Payee Name	Payment / GC Disbursement Date	Liquidation Status	Payment Mode	Payment Reference ¿Bank UTR/Cheque Number	Payment-Bank UTR/Cheque Number generation Date	Net Paid Amount	NT Account No	In Payee Bank	Payee Branch Name
HARYAL SERVICE CENTRE	03/06/2021:06	CLEARED	Neft	N154211521090531	03/06/2021	97646.22	2325261050161	CANARA BANK	HALDWAN

5. It is pertinent to mention here that the respondent paid a sum of Rs.97,646.22/- on the account of repair liability of the vehicle, as assessed by the surveyor, however, the complainant had conveniently failed to mention the said fact in his complaint. That the complainant has tried to conceal material facts from this Hon'ble Forum in his attempt to mislead the Forum and unjustly extract money from the respondent.

6. That it is a well settled law that a Surveyor's report has significant evidentiary value unless it is proved otherwise. The complainant must supply legitimate reasons for departing from such report. In **Sikka Papers Ltd. V. National Insurance Co. Ltd. And Ors.**, Hon'ble Supreme Court held that:

"It is true that surveyor's report is not the last word but then there must be legitimate reasons for departing from such report."

Similarly, in **Oriental Insurance Co. v. Mehta Wool Store**, Hon'ble NCDRC while deciding the dispute observed that:

"The Surveyors are independent assessors and their report has to be given due importance and weightage unless there is overwhelming evidence to the contrary."

That in the present case, the complainant has failed to provide any cogent reasons to depart from the report of the Surveyor.

7. Without prejudice to above said (supra) It is submitted that the complainant has not approached the Hon'ble Forum with clean hands as he has suppressed the material facts so as to get the claim amount. The complaint is liable to be dismissed on the preliminary ground of non-disclosure and concealment of material facts. That the complainant had emailed this Hon'ble Office on 11/08/2021 alleging that the vehicle is still undergoing repair, however, the respondent had already honored its liability on 03/06/2021 and the said fact has been actively concealed by the complainant.
8. That claim of the complainant has been duly processed as per the terms and conditions of the policy and so there is no deficiency in service on the part of the respondent.
9. That complicated questions of law and facts are involved in the present complaint, which requires lengthy procedure of law of evidence by way of examination in chief and cross examination. Thus the matter is required to be relegated to the civil court.
10. That in view of the aforementioned submissions, there is no deficiency in service on the part of the respondent and the complaint deserves to be dismissed.

19) Reason for Registration of Complaint: - Motor Claim rejected.

20) The following documents were placed for perusal.

- a) Complaint letter
- b) Policy copy

- c) SCN
- d) Annexure VI A

21. Observations and Conclusion :- Both the parties appeared for personal hearing through video call and reiterated their submissions. The Complainant Mr. Sanjoy Chakraborty reiterated that his car suffered damaged on 22.02.2021. But the HDFC ERGO General Insurance Company and the workshop Haryal Service Center, Haldwani have done unprecedented delay in complete repair and delivery of his Chevrolet Cruze car having registration no.WB24R9829 in proper road-worthy conditions without proper survey and settlement of the claims.

The Insurance Company clarified that they have paid a sum of Rs.97,646.22/- on 03.06.2020 on the account of repair liability of the vehicle, as assessed by the surveyor to the Workshop; however, the complainant had conveniently failed to mention this fact in his complaint.

The complainant further argued that the survey, claim settlement, repair and deliver of the said car are incomplete and inappropriate. He further stated that the workshop raised bill amounting to Rs.3,97,000/- but the Insurer has paid the claim to the workshop to the tune of Rs.97,200/- without having completed the above damage repair completely keeping him in dark.

I have examined the documents exhibited and the oral submissions made by both the parties. It is observed that the main concern of the complainant is that the survey of his vehicle was not done in his presence and he is not satisfied with the settlement. Therefore, it is directed to the Insurer that they will arrange the re-survey of the vehicle alongwith the complainant and re-assess the claim.

AWARD

Taking into account the facts and the submissions made by both the parties during the course of hearing, it is directed to the Insurer that they will arrange the re-survey of the vehicle along with the complainant and re-assess the claim.

Hence, the complaint is closed.

22. If the decision of the Forum is not acceptable to the Complainant, he/she is at liberty to approach any other Forum/Court as per laws of the land against the respondent Insurer.

23. The attention of the Complainant and the Insurer is hereby invited to the following provisions of Insurance Ombudsman Rules, 2017:

a) According to Rule 17(6) of Insurance Ombudsman Rules, 2017, the insurer shall comply with the award within thirty days of the receipt of the award and intimate compliance of the same to the Ombudsman.

Place: Noida.

Dated: 17.12.2021

**C.S. PRASAD
INSURANCE OMBUDSMAN
(WESTERN U.P. & UTTARAKHAND)**

**PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, STATE OF WESTERN U.P. AND UTTARAKHAND
UNDER INSURANCE OMBUDSMAN RULES 2017
OMBUDSMAN – SHRI C.S. PRASAD
CASE OF MR. RAJNEESH SINGH CHAUHAN V/S. HDFC ERGO GEN. INS. CO. LTD.
COMPLAINT REF. NO.: NOI-G-018-2122-0117**

AWARD NO:

1.	Name & Address of the Complainant	Mr. Rajneesh Singh Chauhan, R/O Dostpur Mangroli, Sector-167, Noida, Gautam Budh Nagar, Uttar Pradesh-201304. Ph. No. 0
2.	Policy No: Type of Policy Duration of policy/Policy period IDV	2312100299302803000 Two Wheeler Comprehensive Policy 15.06.2021 to 14.06.2022 Rs.26,484/-
3.	Name of the insured Name of the policyholder	Mr. Rajneesh Singh Chauhan Mr. Rajneesh Singh Chauhan
4.	Name of the insurer	HDFC ERGO General Insurance Co.
5.	Date of Repudiation	09.08.2021
6.	Reason for repudiation	Misrepresentation of material facts
7.	Date of receipt of the Complaint	02.09.2021
8.	Nature of complaint	Private Vehicle
9.	Amount of Claim	--
10.	Date of Partial Settlement	N.A.
11.	Amount of relief sought	Approx. Rs.10,000/- as per Annex VI A
12.	Complaint registered under IOB rules	13 (1) (b)
13.	Date of hearing/place	22.12.2021 / NOIDA
14.	Representation at the hearing	
	a) For the Complainant	Mr. Rajneesh Singh Chauhan
	b) For the insurer	Sh. Aviraaj Singh, Asstt. Manager
15.	Complaint how disposed	Award
16.	Date of Award/Order	22.12.2021

17) Brief Facts of the Case: Mr. Rajneesh Singh Chauhan, the Complainant had taken Two Wheeler Comprehensive Policy No. 2312100299302803000 from HDFC Ergo for the period from 15.06.2021 to 14.06.2022 for an IDV of Rs.26,484/-. The Complainant had lodged the claim for his Honda Aviator Two Wheeler 2016, Vehicle No.UP-16-BE-9040 which was rejected by the Insurance Company. Aggrieved, he requested the Insurer including its GRO to reconsider the claim but failed to get any relief. Thereafter, he has preferred a complaint to this office for resolution of his grievance.

18) Cause of Complaint:

- a) **Complainant's argument:** The complainant Mr. Rajneesh Singh Chauhan stated in his complaint that his vehicle met with an accident on 12.07.2021. He left his vehicle at prakash Honda, Sector-8, Noida on 21.07.2021 and lodged the claim with the Insurance Company which was rejected by the Insurer on 09.08.2021 after 19 days of the intimation.
- b) **Insurers' argument:** The Insurer stated in their SCN that :
1. That the present complaint pertains to claim under the Two Wheeler Comprehensive Policy bearing policy number 2312 1002 9930 2803 000 valid from 15/06/2021 to 14/06/2022. It is submitted that the policy was issued in Good Faith to the complainant subject to the terms and conditions and that in case if any liability arises under the policy the same shall be subjected to and restricted by the terms and conditions of the policy.
 2. That as alleged in the Claim form, on 12/07/2021; the insured vehicle was hit from behind by a vehicle while trying to overtake the insured vehicle as a result of which the insured vehicle hit the vehicle in front of it also got dragged.
 3. That the alleged accident was reported to the respondent on 21/07/2021 i.e. after a delay of almost 9 days and moreover the said delay does not have any reasonable justification. That delay in intimation constitutes fundamental breach of the insurance policy. That the same has been held by the Hon'ble Apex Court in case of **Oriental Insurance v. Parvesh Chander Chadha** dated 17/08/2010 and **Sonell Gifts and Clocks v. New India Assurance Co. Ltd.** Dated 21/08/2018, however, the answering respondent being a customer centric organization offered a liberal interpretation to the terms and conditions of the policy and decided to process the claim on merits.
 4. That after the alleged accident was reported to the respondent, the respondent appointed Surveyor, Magnum Insurance Surveyors & Loss Assessors, as mandated under

the Insurance Act, 1938 in order to assess and verify the damages. That during the survey, following observations were made by the Surveyor:

- a) Multiple rusted damages were observed on the Front Fender.
 - b) Multiple damages were observed on the both the right and left side of the Front Panel. The damages were also observed to be badly rusted which proves that the damages were old and accumulated.
 - c) Panels on both the sides were found to be intact which negates the fact that the insured vehicle was dragged along in the accident.
 - d) Multiple damages were observed on the Head Light Cover. Further, the Meter Cover was observed to be temporarily repaired with glue marks found on it. Hence, the damages are old and accumulated.
 - e) No impact was observed on the Front Nose.
 - f) Lastly, the Tail Cover was missing whereas there was no accidental hit or damage found.
5. That it is a well settled law that a Surveyor's report has significant evidentiary value unless it is proved otherwise. The complainant must supply legitimate reasons for departing from such report. In **Sikka Papers Ltd. V. National Insurance Co. Ltd. And Ors.**, Hon'ble Supreme Court held that:

"It is true that surveyor's report is not the last word but then there must be legitimate reasons for departing from such report."

Similarly, in **Oriental Insurance Co. v. Mehta Wool Store**, Hon'ble NCDRC while deciding the dispute observed that:

"The Surveyors are independent assessors and their report has to be given due importance and weightage unless there is overwhelming evidence to the contrary."

That in the present case, the complainant has failed to provide any cogent reasons to depart from the report of the Surveyor.

6. It is clear from the photographs taken at the time of survey that the complainant has exaggerated and misrepresented the details of loss in order to claim indemnification for all the old and rusted damages.
7. That the complainant has manipulated the loss details in order to extract money from the respondent. That misrepresentation of material facts goes against the declaration on the reverse side of the claim form, which is quoted for your reference:

“I/We the above named do hereby to best of my /our knowledge and belief warrant the truth of the forging statements in every respect and I/we agree if I/ We have made or in any further declaration the company may require in respect of the said accident shall make any false or fraudulent statements or suppression or any suppression concealment, the policy shall be void and all rights to recover thereunder in respect of past or future accidents shall be forfeited.”

8. In view of the above, the claim of the complainant was rightly repudiated as No Claim by the respondent as the complainant had misrepresented the material facts to the respondent.
9. Without prejudice to the aforementioned submissions it is submitted that in case of own damage insurance claim the liability of the insurance company is limited to the extent of loss assessed by the surveyor and hence without prejudice to other contention, it is submitted that the liability of the respondent cannot exceed the liability as assessed by the surveyor and also subject to the terms and conditions of the insurance policy.
10. That complicated questions of law and facts are involved in the present complaint, which requires lengthy procedure of law of evidence by way of examination in chief and cross examination. Thus the matter is required to be relegated to the civil court.

The Apex Court has held in “Oriental Insurance Company Ltd versus unimahesh Patel reported in 2006(4) CivCC 203” Page 1 that proceedings before Commission are essentially summary in nature and issue which involve dispute factual questions should not be adjudicated by the Commission.

The ***larger bench of National Commission has held in “Reliance Industries Ltd. Versus United India Insurance Co. Ltd.,” reported in 1998(1) CPJ 13*** that question of ownership of goods, conspiracy and fraud were raised, which required elaborate inquiry for disposal. The matter can be properly decided by civil court and not under Consumer Protection Act.

Hon'ble National Commission has also held in "M/s Singhal Swaroop Ispat Ltd versus United Commercial Bank" reported in 1992(3) CPJ 50 that where the allegations of fraud, forgery have been raised by the parties against one another requiring elaborate oral or documentary evidence, the matter be relegated to civil court for adjudication.

11. That in view of the aforementioned submissions, there is no deficiency in service on the part of the respondent and the complaint deserves to be dismissed.

19) Reason for Registration of Complaint: - Motor Claim rejected

20) The following documents were placed for perusal.

- a) Complaint letter
- b) Policy copy
- c) SCN
- d) Annexure VI A

21 Observations and Conclusion :-

Both the parties appeared for personal hearing through video call and reiterated their submissions. The Complainant Mr. Rajneesh Singh Chauhan reiterated that his vehicle met with an accident on 12.07.2021. He lodged the claim on 21.07.2021 which was rejected by the Insurer on 09.08.2021 after 19 days of the intimation.

The Insurance Company clarified that there is 9 days delay in intimation to the Insurer. Furthermore, as per the report of the deputed surveyor, the following observations were made by the Surveyor:

- a) Multiple rusted damages were observed on the Front Fender.
- b) Multiple damages were observed on the both the right and left side of the Front Panel. The damages were also observed to be badly rusted which proves that the damages were old and accumulated.
- c) Panels on both the sides were found to be intact which negates the fact that the insured vehicle was dragged along in the accident.
- d) Multiple damages were observed on the Head Light Cover. Further, the Meter Cover was observed to be temporarily repaired with glue marks found on it. Hence, the damages are old and accumulated.
- e) No impact was observed on the Front Nose.
- f) Lastly, the Tail Cover was missing whereas there was no accidental hit or damage found.

The complainant clarified that he got injured and took the treatment from the local doctor, therefore, he intimated the claim with the delay of 9 days.

I have examined the documents exhibited and the oral submissions made by both the parties. It is a well settled law that a Surveyor's report has significant evidentiary value unless it is proved otherwise. The complainant must supply legitimate reasons for departing from such report. In Sikka Papers Ltd. Vs. National Insurance Co. Ltd. & Ors., Hon'ble Supreme Court held that: "*It is true that surveyor's report is not the last word but then there must be legitimate reasons for departing from such report*". Similarly, in Oriental Insurance Co. Vs. Mehta Wool Store, Hon'ble NCDRC while deciding the dispute observed that: "*The Surveyors are independent assessors and their report has to be given due importance and weightage unless there is overwhelming evidence to the contrary*".

Furthermore, it is observed in the present case that as per Survey Report of the IRDA approved independent surveyor, Damages are not co-relating with the cause of loss as mentioned in the Claim Form. The Insurer has submitted the photographs also. The Hon'ble Supreme Court in its decision dated 08.12.2020 under Civil Appeal No.4010-4011 of 2020, has held that in Motor claims, the principle of preponderance of probability is to given preference rather than proof beyond reasonable doubt.

As the discrepancies could not be explained by the complainant and he did not provide any satisfactory and reliable explanation to the Insurer regarding delay intimation of 9 days, and he has not produced any evidence to counter surveyor's report, and in the light of Hon'ble Supreme Court's decision as discussed above, I find no reason to interfere with the decision of the Insurance Company.

AWARD

Taking into account the facts and the submissions made by both the parties during the course of hearing, I see no reason to interfere with the decision of the Insurance Company.

Hence, the complaint is dismissed.

22. If the decision of the Forum is not acceptable to the Complainant, he/she is at liberty to approach any other Forum/Court as per laws of the land against the respondent Insurer.

Place: Noida.

Dated: 22.12.2021

C.S. PRASAD

INSURANCE OMBUDSMAN

(WESTERN U.P. & UTTARAKHAND)

PROCEEDINGS BEFORE

THE INSURANCE OMBUDSMAN, STATE OF WESTERN U.P. AND UTTARAKHAND

UNDER INSURANCE OMBUDSMAN RULES 2017

OMBUDSMAN – SHRI C.S. PRASAD
CASE OF MS. PRANJALI PARNI V/S TATA AIG GENERAL INSURANCE COMPANY LTD.
COMPLAINT REF: NO: NOI-G-047-2122-0148

AWARD NO:

1.	Name & Address of the Complainant	Ms. Pranjali Parni, H.No 11, Mohalla Chau, Near Ghanta Ghar, Firozabad, UP, 283203
2.	Policy No: Type of Policy Duration of policy/Policy period	064001/ABIL/3204675901/00000/00 Bundled Auto Secure – Two Wheeler Policy 24.02.2021 to 23.02.2022
3.	Name of the insured Name of the policyholder	Ms. Pranjali Parni Ms. Pranjali Parni
4.	Name of the insurer	Tata AIG General Insurance Co.
5.	Date of Repudiation	Not repudiated
6.	Reason for repudiation	Not repudiated
7.	Date of receipt of the Complaint	28.09.2021
8.	Nature of complaint	Motor individual
9.	Amount of Claim	Rs. 13,370/-
10.	Date of Partial Settlement	Rs.5043/-
11.	Amount of relief sought	Rs.8327/-
12.	Complaint registered under IOB rules	13 (1) (b)
13.	Date of hearing/place	22.12.2021 at Noida – Online hearing
14.	Representation at the hearing	
	a. For the Complainant	Mr. Achin Jain, Husband
	b. For the insurer	Mr. Sudhakar Vashishth
15.	Complaint how disposed	Award
16.	Date of Award/Order	28.12.2021

Brief Facts of the Case: This complaint is filed by Ms. Pranjali Parni against M/s Tata AIG General Insurance Co. Ltd. for partial payment of two wheeler accidental claim.

17. Cause of Complaint:

Complainant's argument: The complainant had purchased Two-Wheeler Policy bearing policy no. 064001/ABIL/3204675901/00000/00 from Tata AIG for the period from 04.02.2021 to 23.02.2020, for her vehicle Jupiter Classic. The said vehicle met with an accident on 12.08.2021 and was sent for repairs at TVS service centre. The insurance company settled the claim only for Rs.5043/- against the total bill for Rs.13,370/-.

Insurers' argument: The Insurance Company in their SCN 25.11.2021 wherein they stated that the claim for damages to the insured vehicle was intimated to them on 13.08.2021 for accident dated 12.08. Accordingly, they appointed a surveyor to inspect the vehicle and assess the loss. As per the claim form, the cause of loss mentioned was "A bike coming from the opposite side hit the vehicle resulting in damages to LHS". The surveyor submitted his report while assessing the loss to the tune of Rs. 5043/- in respect of damages resulting from the accident. It may be noted that during re-inspection, it was noted that many other works not related with the accident/ cause of loss were also done on the vehicle. During discussion with the workshop personnel, it was informed that the same were done on request of the insured. The claim thereof was paid on to the workshop via NEFT dated 20.09.2021 after receipt of Satisfaction Voucher from the insured. Lately, the insured raised queries for not allowing for payment of cost towards the work done on Insured vehicle. The reply to the queries was well explained via E-mails/ telephonic conversations.

19) Reason for Registration of Complaint: -Partial payment of claim.

20) The following documents were placed for perusal.

- a) Complaint letter
- b) Policy document
- c) Claim form
- d) SCN

21) Observations and Conclusion: - The complainant's husband and the representative of the insurance company were present for a personal hearing on 22.12.2021. The complainant's husband stated that the repairing cost of the insured vehicle was Rs.13.370/- but the insurance company paid only Rs.5043/- and deducted most of the repair cost. The insurance company reiterated that the vehicle sustained damages to the left hand side. The surveyor assessed the loss for Rs. 5043/- in respect of damages resulting from the accident. Accordingly they had already paid the amount assessed by the surveyor. During the discussion, the insurance company was directed to re-assess the loss and intimate their decision to this Office.

The insurance company vide their email dated 28.12.2021 stated that they had discussed the matter with the insured on 23.12.2021, and she then submitted the revised version for cause of loss. However, after going through her statement and merits of the case, they had allowed the **front fork assy.** of the vehicle to the tune of Rs. 4775/- including GST to be paid to her.

On going through the documents exhibited and the oral submissions made by both the parties during the hearing, it has been noted that the repair bill was issued for Rs.13,770/- (paid bill) and the insurance company initially paid Rs.5043/- to the workshop as per the assessment of the surveyor who mentioned that the damages related to accident were allowed. The extra work

done on the request of the complainant was disallowed. He allowed damages to the front panel bottom, rear panel and handle tee for replacement. Now, the insurance company has offered to pay the claim for front fork assy. For Rs.4775/- including GST additionally, which I feel is just and appropriate. The insurance company is directed to pay Rs.4,775/- for the repair of front fork assy. and towards full and final settlement of the above claim.

The complaint is closed.

AWARD

Taking into account the facts and circumstances of the case and the submissions made by both the parties, the insurance company is directed to pay Rs.4,775/- for the repair of front fork assy. and towards full and final settlement of the above claim.

The complaint is closed.

22. If the decision of the Forum is not acceptable to the Complainant, he/she is at liberty to approach any other Forum/Court as per laws of the land against the respondent Insurer.

23. The attention of the Complainant and the Insurer is hereby invited to the following provisions of Insurance Ombudsman Rules, 2017:

a) According to Rule 17(6) of Insurance Ombudsman Rules,2017, the insurer shall comply with the award within thirty days of the receipt of the award and intimate compliance of the same to the Ombudsman.

Place: Noida.

Dated: 28.12.2021

**C.S. PRASAD
INSURANCE OMBUDSMAN
(WESTERN U.P. & UTTARAKHAND)**

**PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, STATE OF WESTERN U.P. AND UTTARAKHAND
UNDER INSURANCE OMBUDSMAN RULES 2017**

OMBUDSMAN – SHRI C.S. PRASAD
CASE OF MR. RAJAT SHARMA GARG V/S THE ORIENTAL INSURANCE CO. LTD.
COMPLAINT REF: NO: NOI-G-050-2122-0115

AWARD NO:

1.	Name & Address of the Complainant	Mr. Rajat Sharma S/o Shri Ravinder Kumar Sharma, 318, Katra Shamsheer Khan, Etawah, UP- 206001.
2.	Policy No: Type of Policy Duration of policy/Policy period	272200/48/2016/2189 Pradhan Mantri Suraksha Bima Yojna 01.06.2015 to 31.05.2016
3.	Name of the insured Name of the policyholder	Late Shri Ravindra Kumar Sharma Late Shri Ravindra Kumar Sharma
4.	Name of the insurer	The Oriental Insurance Co. Ltd.
5.	Date of Repudiation	22.06.2021
6.	Reason for repudiation/no claim	Accidental death occurred prior to the commencement of insurance policy.
7.	Date of receipt of the Complaint	31.08.2021
8.	Nature of complaint	Group Personal Accident Policy
9.	Amount of Claim	Rs.2,00,000/-
10.	Date of Partial Settlement	Nil
11.	Amount of relief sought	Rs.2,00,000/-
12.	Complaint registered under IOB rules	13 (1) (b)
13.	Date of hearing/place	27.12.2021 at Noida - online hearing
14.	Representation at the hearing	
	a) For the Complainant	Mr. Rajat Sharma, Self
	b) For the insurer	Mohd. Imtiaz Ali
15	Complaint how disposed	Award
16	Date of Award/Order	29.12.2021

17) Brief Facts of the Case: This complaint is filed by Mr. Rajat Sharma against M/s Oriental Insurance Co. Ltd. for repudiation of accidental death claim of his father.

18) Cause of Complaint:

Complainant's argument: The complainant's father, Late Shri Ravinder Kumar Sharma died in an accident on 29.10.2015. He was a PNB A/c holder and was covered under Pradhan Mantri Suraksha Bima Yojna. The premium was debited from his account on 01.10.2015. The insurance company repudiated the death claim of his father for the reason that his father died within one month from the commencement date of the policy.

Insurers' argument: The insurance company submitted their SCN dated 22.09.2021 wherein they stated that they received the death claim of Late Shri Ravindra Kumar Sharma after 42 months from the date of accident. While scrutinizing the claim papers viz. enrolment proposal form, it was noticed that the insurance was proposed on 28.09.2015 and the premium or the same was debited on 01.10.2015. As per PMSBY, the insurance started from the 1st day of next month of auto premium debit date which meant the commencement date of insurance of the insured was 01.11.2015 whereas the insured expired on 19.10.2015 i.e. before the commencement of period of insurance. Hence the claim was repudiated on 01.07.2019.

19) Reason for Registration of Complaint: Repudiation of Claim.

20) The following documents were placed for perusal.

- a) Complaint letter
- b) Policy document
- c) SCN
- d) Rules for Pradhan Mantri Suraksha Bima Yojna

21) Observations and Conclusion: - The complainant and the representative of the insurance company were present for the online hearing on 27.12.2021. The complainant stated that his father was covered under PMSBY as an account holder of PNB. He died in a road accident on 29.10.2015. The insurance company repudiated the claim for the reason that he died before the commencement of the insurance cover. The insurance company reiterated that first of all, the complainant filed the claim after a gap of 4 years. The date of death was 29.10.2015, and he informed the insurance company on 24.05.2019. However, they processed the claim and found that the insurance cover was proposed on 28.09.2015 but the premium was debited on 01.10.2015. As per PMSBY, the insurance started from the 1st day of next month of auto premium debit date which meant the commencement date of insurance of the insured was 01.11.2015 but the insured expired on 19.10.2015 i.e. before the commencement of period of insurance. As per the guidelines of the scheme, the claim was repudiated on 01.07.2019.

During the discussions, the complainant explained the reason for delay in intimation as he also sustained injuries in the accident along with his father. But he intimated the Bank on 01.06.2016. He further stated that the repudiation letter of the insurance company stated that the insurance started from the 1st day of next month of proposal date and the proposal date was 28.9.2015.

The insurance company replied that there was a clerical mistake and as per the Scheme, the cover shall commence from the first day of the month following the auto debit and the auto debit was placed on 01.10.2015.

On going through the documents exhibited and the oral submissions made by both the parties during the hearing and after going through the Rules for Pradhan Mantri Suraksha Bima Yojna under the head: Premium, it is clearly stated that “The premium will be deducted from the account holders’ saving bank account through auto debit facility in one instalment on or before 01 June of each annual coverage period under the scheme. **However, in cases where auto debit takes place after 1st June, the cover shall commence from the first day of the month following the auto debit.**” In the present case, the premium was auto debited on 01.10.2015, and the insurance was started from the next month i.e. from 01.11.2015 whereas the date of death of the insured was 29.10.2015, before the commencement of the insurance policy. The repudiation of the claim by the insurance company was just and appropriate as per the PMSBY Rules and I see no reason to interfere with the decision of the insurance company to repudiate the claim.

The complaint is closed.

AWARD

Taking into account the facts and circumstances of the case and the submissions made by both the parties, the repudiation of claim by the insurance company was just and appropriate as per the PMSBY Rules and I see no reason to interfere with the decision of the insurance company to repudiate the claim

The complaint is closed.

23. If the decision of the Forum is not acceptable to the Complainant, he/she is at liberty to approach any other Forum/Court as per laws of the land against the respondent Insurer.

23. The attention of the Complainant and the Insurer is hereby invited to the following provisions of Insurance Ombudsman Rules, 2017:

a) According to Rule 17(6) of Insurance Ombudsman Rules,2017, the insurer shall comply with the award within thirty days of the receipt of the award and intimate compliance of the same to the Ombudsman.

**Place: Noida.
Dated: 29.12.2021
OMBUDSMAN**

**C.S. PRASAD
INSURANCE**

(WESTERN U.P. & UTTARAKHAND)

**PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, STATE OF WESTERN U.P. AND UTTARAKHAND
UNDER INSURANCE OMBUDSMAN RULES 2017
OMBUDSMAN – SHRI C.S. PRASAD
CASE OF MR. RAABEE KUMAR SARASWAT V/S THE NEW INDIA ASSURANCE CO. LTD.
COMPLAINT REF: NO: NOI-G-049-2122-0108**

AWARD NO:

1.	Name & Address of the Complainant	Mr. Rabee Kumar Saraswat, S/o Shri Ram Babu, Laxmi Nagar, Birla Mandir, Mathura, UP-281001.
2.	Policy No: Type of Policy Duration of policy/Policy period	98000031180306878976 Package Policy (Private Vehicle) 31.08.2018 to 30.08.2019
3.	Name of the insured Name of the policyholder	Mr. Rabee Kumar Saraswat Mr. Rabee Kumar Saraswat
4.	Name of the insurer	The New India Assurance Co. Ltd.
5.	Date of Repudiation	25.03.2021
6.	Reason for repudiation	Gross misconduct- negligence
7.	Date of receipt of the Complaint	10.08.2021
8.	Nature of complaint	Individual Motor Insurance
9.	Amount of Claim	Rs. 2,83,776/- IDV of the vehicle
10.	Amount and date of Partial Settlement	
11.	Amount of relief sought	Rs.2,83,776/-
12.	Complaint registered under IOB rules	13 (1) (b)
13.	Date of hearing/place	22.12.2021 at Noida – online hearing
14.	Representation at the hearing	
	a. For the Complainant	Mr. Rabee Kumar Saraswat, Self
	b. For the insurer	Mr. Kunar Varshney
15.	Complaint how disposed	Award
16.	Date of Award/Order	29.12.2021

17) Brief Facts of the Case: This complaint is filed by Mr. Rabee Kumar Saraswat against New India Assurance Co. for closing his motor theft claim as 'No Claim'.

18) Cause of Complaint:

a) Complainant's argument: The complainant had taken Package Policy for his vehicle EECO 7 STR Regn. No. UP85BB4260 for the IDV of Rs. 2,93,776/- from The New India Assurance Co. Ltd. The said vehicle was stolen on 19.08.2019 from Hathras while it was used by his brother. He filed an FIR on 18.8.221 and intimated the insurance company. At the time of theft his original insurance policy along with other documents and one original key of the vehicle were kept in the

toolbox of the car. The insurance company closed his claim as No Claim for the reason that he had kept a duplicate car key in the toolbox of the vehicle.

b) Insurers' argument: The insurance company submitted their SCN dated 27.09.2021 wherein they submitted that the vehicle was stolen in the night of 18.08.2019 from roadside near Hathras Junction. FIR No. 221 dated 19.8.2019 was lodged with Hathras Police Station. Upon receipt of theft intimation they appointed an investigator on 20.8.2019 who submitted his report on 01.07.2020. The complainant stated in FIR that the original RC and other documents along with one vehicle key were stolen along with the vehicle. He further stated that he always kept one set of keys in the vehicle's tool box and the other was used to drive the vehicle. The complainant sought explanation as to why he kept one key in the vehicle to which he replied that he always kept one spare key in the vehicle for use of the same in case of loss of first key. He was given a chance to clarify the reason for gross-negligence of keeping one set of key in the tool box of the vehicle and the complainant in reply, insisted to settle the claim for 75% of the IDV of the vehicle that proved that he was at fault and keeping a spare vehicle key in the vehicle was the main reason of theft of vehicle. The vehicle was kept unattended at the roadside during night and keeping one key inside the vehicle was a gross negligence. There was violation of the IMT condition that "insured shall take all reasonable steps to safeguard the vehicle from loss or damage". The claim was repudiated on the above grounds.

19) Reason for Registration of Complaint: - Repudiation of claim.

20) The following documents were placed for perusal.

- a) Complaint letter
- b) Policy document
- c) SCN
- d) Investigator Report

21) Observations and Conclusion: - The complainant and the representative of the insurance company were present for personal hearing on 22.12.2021. The complainant stated that his vehicle was stolen on 18.8.2019. He completed all the formalities related to the claim but the insurance company closed his claim as no claim for the reason that one of his original keys was kept in the toolbox of the vehicle. The insurance company reiterated that as admitted by the complainant, he kept the original key with other documents in the vehicle which showed gross negligence on the part of the complainant.

On going through the documents exhibited and the oral submissions made by both the parties during the hearing, it has been noted that the vehicle was stolen on 18.08.2019 which is undisputed and the same is proven with the FIR and Investigation Report. The insurance company's decision to repudiate the claim was based upon the gross negligence as the insured kept one original key in the toolbox of the vehicle and the same is admitted by the complainant.

In the case of theft of a vehicle, breach of condition is not germane. In the case of National Insurance Company Ltd. Vs. Nitin Khandelwal, the **Supreme Court of India** had opined that violation of a policy condition is not germane. The appellant Insurance Company is liable to indemnify the owner of the vehicle when the insurer has obtained comprehensive policy for the loss caused to the insurer. The respondent submitted that even assuming that there was a breach of condition of the insurance policy; the appellant insurance company ought to have settled the claim on a non-standard **basis**. The insurance company cannot repudiate the claim **in toto** in case of loss of vehicle due to theft. In this case the theft is undisputed. Since, the complainant is also at fault that he kept one original key inside the vehicle causing negligence on his part; the insurance company is directed to settle the claim, on a non-standard basis, i.e. 70% of the IDV of the vehicle.

The complaint is closed.

AWARD

Taking into account the facts and circumstances of the case and the submissions made by both the parties, the insurance company is directed to settle the claim, on non-standard basis, i.e. 70% of the IDV of the vehicle.

The complaint is closed.

22. If the decision of the Forum is not acceptable to the Complainant, he/she is at liberty to approach any other Forum/Court as per laws of the land against the respondent Insurer.

23. The attention of the Complainant and the Insurer is hereby invited to the following provisions of Insurance Ombudsman Rules, 2017:

a) According to Rule 17(6) of Insurance Ombudsman Rules,2017, the insurer shall comply with the award within thirty days of the receipt of the award and intimate compliance of the same to the Ombudsman.

Place: Noida.

Dated: 29.12.2021

**C.S. PRASAD
INSURANCE OMBUDSMAN
(WESTERN U.P. & UTTARAKHAND)**

**PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, STATE OF WESTERN U.P. AND UTTARAKHAND**

UNDER INSURANCE OMBUDSMAN RULES 2017
OMBUDSMAN – SHRI C.S. PRASAD
CASE OF MR. RAM AUTAR V/S SHRIRAM GENERAL INSURANCE COMPANY LIMITED
COMPLAINT REF: NO: NOI-G-042-2122-0120

AWARD NO:

1.	Name & Address of the Complainant	Mr. Ram Autar, E-29, Model Town, Dr. Chaubey Wali Gali, Bareilly, UP-243001.
2.	Policy No: Type of Policy Duration of policy/Policy period	10019/31/21/009617 Private Car Package Policy 15.07.2020 to 14.07.2021
3.	Name of the insured Name of the policyholder	Mr. Ram Autar Mr. Ram Autar
4.	Name of the insurer	Shriram General Insurance Co. Ltd.
5.	Date of Repudiation	16.04.2021
6.	Reason for repudiation	Misrepresentation of facts – wrong slab of NCB
7.	Date of receipt of the Complaint	31.08.2021
8.	Nature of complaint	Motor
9.	Amount of Claim	Rs. 12,043/-
10.	Date of Partial Settlement	nil
11.	Amount of relief sought	Rs.12,043/-
12.	Complaint registered under IOB rules	13 (1) (b)
13.	Date of hearing/place	22.12.2021 ONLINE HEARING at Noida
14.	Representation at the hearing	
	a) For the Complainant	Mr. Ram Autar, Self
	b) For the insurer	Mr. Peeyush Jain & Mr. Avinash Singh
15.	Complaint how disposed	Award
16.	Date of Award/Order	29.12.2021

16) Brief Facts of the Case: - This complaint is filed by Mr. Ram Autar against Shriram General Insurance Co. Ltd. for partial payment of his motor accidental claim.

17) Cause of Complaint:-

a) Complainants argument: - The complainant purchased a Private Car Package Policy from Shriram General Insurance Co. Ltd., for his vehicle, Maruti D'Zire, Regn. No. UP 25 AY 1154. The policy bearing policy number policy No. 10019/31/21/009617 was issued for the period from 15.07.2020 to 14.07.2021. The said vehicle met with an accident on 06.04.2021 in Bareilly. The insurance company did not pay his claim for Rs.12,043/-

b) Insurer's argument: - The insurance company in their SCN dated 01.12.2021 wherein they stated that the complainant had approached the company and willing to take insurance coverage for his vehicle. Accordingly, on the basis of commitments made by the complainant under proposal form, the company had issued him a policy no. 10019/31/21/009617 for the period 15/07/2020 to 14/07/2021 against his vehicle no. UP-25-AY-1154. After receiving the intimation of the accident, they registered the case and appointed IRDA approved surveyor Mr Pawan Kumar Singh to carry out the survey of the vehicle. He submitted his report of Rs 13,525/- after deducting applicable depreciation, but subject to policy term and conditions. The insurance company further submitted that during careful scrutiny of claim documents, it was found that the complainant had taken advantage of higher NCB by making a false declaration. As per previous policy, the insured was eligible for an NCB discount but he took a 50% NCB discount. Policy was taken by insured via Policy Bazaar, which was a Violation of Principle law of Utmost good faith and misrepresented the material information. The claim was repudiated via letter dated 16.04.2021.

19) Reason for Registration of Complaint: - Repudiation of claim

20) The following documents were placed for perusal.

- a) Complaint letter
- b) Policy
- c) Survey report
- d) SCN

21) Observations and Conclusion: - The complainant and the representative of the insurance company were present for a personal hearing on 22.12.2021. The complainant stated that the insurance company did not pay the accidental damages claim of his vehicle. The insurance company reiterated that the claim was duly assessed by the surveyor but it was found that the complainant had taken advantage of higher NCB by making a false declaration. He was eligible for a 20 % NCB discount but he took a 50% NCB discount which was a Violation of Principle of Utmost good faith and misrepresented the material information. Hence, the claim was repudiated via letter dated 16.04.2021.

On going through the documents exhibited and the oral submissions made by both the parties during the hearing, it has been noted that the damages to the vehicle due to the accident are not disputed and the surveyor assessed the liability of the insurance company for Rs.13,525/-

subject to submission of bills and receipts. The cause of repudiation of claim was wilful misrepresentation as the complainant who claimed higher slab of NCB while renewing the policy. The eligible slab of NCB was 20% but the complainant claimed 50% and thereby gained profit by paying less premium amount. To meet the end of justice, the insurance company is directed to settle the claim on non-standard of 70%, i.e. the difference in NCB slab of 50% and 20%, subject to submission of bills and receipts by the complainant, and also after deducting the difference in premium less paid by the complainant due to opting higher NCB slab.

The complaint is closed.

AWARD

Taking into account the facts and circumstances of the case and the submissions made by both the parties, the insurance company is directed to settle the claim on non-standard of 70%, i.e. the difference in NCB slab of 50% and 20%, subject to submission of bills and receipts by the complainant, and also after deducting the difference in premium less paid by the complainant due to opting higher NCB slab.

The complaint is closed.

22. If the decision of the Forum is not acceptable to the Complainant, he/she is at liberty to approach any other Forum/Court as per laws of the land against the respondent Insurer.

23. The attention of the Complainant and the Insurer is hereby invited to the following provisions of Insurance Ombudsman Rules, 2017:

a) According to Rule 17(6) of Insurance Ombudsman Rules, 2017, the insurer shall comply with the award within thirty days of the receipt of the award and intimate compliance of the same to the Ombudsman.

**Place: Noida.
Dated: 29.12.2021
OMBUDSMAN**

**C.S. PRASAD
INSURANCE**

(WESTERN U.P. & UTTARAKHAND)

**PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, STATE OF WESTERN U.P. AND UTTARAKHAND
UNDER INSURANCE OMBUDSMAN RULES 2017
OMBUDSMAN – SHRI C.S. PRASAD**

**CASE OF MR. DINESH KUMAR MAHAUR V/S THE NEW INDIA ASSURANCE CO. LTD.
COMPLAINT REF: NO: NOI-G-049-2122-0121**

AWARD NO:

1.	Name & Address of the Complainant	Mr. Dinesh Kumar Mahaur, S/o Shri Hari Shankar Mahaur, H.No. 8, Krishna Nagar, Mendu Road, Hathras, UP-204101.
2.	Policy No: Type of Policy Duration of policy/Policy period	32130531200300001475 Private Car Package Policy 25.09.2020 to 24.09.2021
3.	Name of the insured Name of the policyholder	Mr. Dinesh Kumar Mahaur Mr. Dinesh Kumat Mahaur
4.	Name of the insurer	The New India Assurance Co. Ltd.
5.	Date of Repudiation	19.03.2021
6.	Reason for repudiation	No insurable interest
7.	Date of receipt of the Complaint	31.08.2021
8.	Nature of complaint	Motor Individual
9.	Amount of Claim	Rs. 52,149/-
10.	Amount and date of Partial Settlement	Nil
11.	Amount of relief sought	Rs. 52,149/-
12.	Complaint registered under IOB rules	13 (1) (b)
13.	Date of hearing/place	22.12.2021 at Noida – online hearing
14.	Representation at the hearing	
	a. For the Complainant	Mr. Dinesh Kumar Mahaur, Self
	b. For the insurer	Mr. Kunar Varshney
15.	Complaint how disposed	Award
16.	Date of Award/Order	29.12.2021

17) Brief Facts of the Case: This complaint is filed by Mr. Dinesh Kumar Mahaur against New India Assurance Co. against repudiation of his motor accidental claim.

18) Cause of Complaint:

a) Complainant's argument: The complainant had taken package policy for his vehicle Honda City 2017 Regn. No. UP 86X-2122 from the New India Assurance Co. Ltd. for the period from 25.09.2020 to 24.09.2021. The said vehicle met with an accident on 13.12.2020. Intimation was

given to the insurance company and accordingly they deputed a surveyor. On 19.03.2021, the insurance company asked for the copy of RC. They also repudiated his claim on the ground that he had paid transfer fee for his vehicle on 07.12.2020 in the office of RTO, Hathras and he had no insurable interest on the vehicle on the date of loss. The complainant replied to the repudiation letter by stating that he deposited transfer fee in the RTO as he wished to give the car to his sister who later on refused to take the car. Therefore, the process related to the transfer of the car could not proceed. He also filed an RTI with RTO Hathras and in reply they confirmed that there was no effect on the ownership of the vehicle by depositing transfer fee dated 07.12.2020 and he was the owner of the vehicle right from the date of registration till date. But the insurance company did not pay his claim.

b) Insurers' argument: The insurance company submitted their SCN dated 27.09.2021 wherein they stated that the vehicle was registered in the name of the complainant on 29.11.2017. He applied online for transfer of ownership and paid a fee in Hathras RTO on 07.12.2020. The said vehicle met with an accident on 13.12.2020 in Mathura after apply for transfer of ownership. The Mathura Office appointed a surveyor who mentioned in the survey report that not submission of original RC for verification. The insurance company found that the vehicle transfer application was withdrawn by the complainant but the transfer application was still active. Applying for transfer and depositing fees proved that the complainant had parted with his interest on the vehicle; the claim was repudiated on 19.3.2021. At the time of the accident, the complainant had no rights over the insured vehicle. Further, if the sale was not successful, the complainant had not withdrawn his transfer application which evidenced that transfer deal was not cancelled and was very much in effect and transfer of vehicle process was delayed.

19) Reason for Registration of Complaint: - Repudiation of claim.

20) The following documents were placed for perusal.

- a) Complaint letter
- b) Policy document
- c) SCN
- d) Survey Report

21) Observations and Conclusion: - The complainant and the representative of the insurance company were present for a personal hearing on 22.12.2021. The complainant stated he applied for the transfer of ownership of his car but the car was not transferred and was still in his name but the insurance company repudiated the claim for the reason that he had no right on his car. The insurance company reiterated that the complainant applied for transfer of the vehicle and also paid the transfer fee. The accident occurred after the date of application of transfer of vehicle hence he had no rights over the insured vehicle.

On going through the documents exhibited and the oral submissions made by both the parties during the hearing, it has been noted that although the complainant applied for transfer of ownership of his vehicle on 07.12.2020, and the accident happened on 13.12.2020, but the transfer process was not completed. It is evident from the RTI reply dated 10.6.2021 issued by the RTO Hathras where they had informed that there was no effect on the ownership of the complainant by paying online transfer fees on 07.12.2020, after depositing online fee, no application for transfer was received and the owner of the said vehicle from the date of registration till date is Mr. Dinesh Kumar Mahaur. The said RTI reply of RTO Hathras is sufficient to prove that there was no transfer of ownership of the said vehicle and the insurance company did not pay the claim for an invalid reason. The surveyor, Mr. Arvind Kumar Saxena, had assessed the loss to the tune of Rs.49,000/-. The complainant is directed to get the original RC verified with the insurance company. Now, to meet the end of justice, the insurance company is directed to pay the claim for Rs. 49,000/- within 15 days from the date of receipt of Award along with interest @ 6% from the date of analysis of motor claim by the insurance company i.e. 19.3.2021 till the date of payment, as per Protection of Policyholders' Interests Regulations, 2017 for deficiency in service.

The complaint is closed.

AWARD

Taking into account the facts and circumstances of the case and the submissions made by both the parties, the insurance company is directed to pay the claim for Rs. 49,000/- with 15 days from the date of receipt of Award along with with interest @ 6% from the date of analysis of motor claim by the insurance company i.e. 19.3.2021 till the date of payment, as per Protection of Policyholders' Interests Regulations, 2017 for deficiency in service.

The complaint is closed.

24. If the decision of the Forum is not acceptable to the Complainant, he/she is at liberty to approach any other Forum/Court as per laws of the land against the respondent Insurer.

23. The attention of the Complainant and the Insurer is hereby invited to the following provisions of Insurance Ombudsman Rules, 2017:

a) According to Rule 17(6) of Insurance Ombudsman Rules,2017, the insurer shall comply with the award within thirty days of the receipt of the award and intimate compliance of the same to the Ombudsman.

Place: Noida.
Dated: 29.12.2021
OMBUDSMAN

C.S. PRASAD
INSURANCE

(WESTERN U.P. & UTTARAKHAND)

**PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, STATE OF WESTERN U.P. AND UTTARAKHAND
UNDER INSURANCE OMBUDSMAN RULES 2017
OMBUDSMAN – SHRI C.S. PRASAD
CASE OF MR. NIRANKAR SINGH V/S THE ORIENTAL INSURANCE CO. LTD.
COMPLAINT REF: NO: NOI-G-050-2122-0142**

AWARD NO:

1.	Name & Address of the Complainant	Mr. Nirankar Singh Proprietor Tarun Tours & Travels, O-94, Sector 12, Noida, UP-201301.
2.	Policy No: Type of Policy Duration of policy/Policy period	215400/31/2019/2422 PCCV-4 (More) Wheeled Vehicles Capacity >6 and 3> Wheelers-Carrying Passangers- capacity>17 Package Policy, Zone C. 21.02.2019 to 20.02.2020
3.	Name of the insured Name of the policyholder	Mr. Nirankar Singh Mr. Nirankar Singh
4.	Name of the insurer	The Oriental Insurance Co. Ltd.
5.	Date of Repudiation	Not repudiated
6.	Reason for repudiation/no claim	Not repudiated
7.	Date of receipt of the Complaint	22.09.2021
8.	Nature of complaint	Individual - Motor
9.	Amount of Claim	Rs.15,89,601/-
10.	Date of Partial Settlement	Rs. 5,16,877/-
11.	Amount of relief sought	Rs.10,72,724/-
12.	Complaint registered under IOB rules	13 (1) (b)
13.	Date of hearing/place	13.12.2021 at Noida
14.	Representation at the hearing	
	a) For the Complainant	Mr. Tarun Shara, Son
	b) For the insurer	Mr. Ved Prakash, SDM & Mr. Praveen Makhija, Dy. Manager
15	Complaint how disposed	Award
16	Date of Award/Order	29.12.2021

17) Brief Facts of the Case: This complaint is filed by Mr. Nirankar Singh against M/s Oriental Insurance Co. Ltd. for partial payment of his claim.

18) Cause of Complaint:

a) Complainant's argument: The complainant had taken a policy no. 215400/31/2019/2422 for his vehicle Ashok Leyland Bus Regn. No. UP86 T 7505, which was issued from 21.09.2019 to 20.02.2020. The vehicle met with an accident on 26.06.2019 at Kannauj. Spot survey was done on 27.06.2019. The vehicle was released from police on 26.07.2019 and then it was sent for repairs. The complainant paid Rs. 15,89,601/- towards repair of the insured vehicle. The surveyor in his final survey report deducted Rs. 10,72,724/- and paid only Rs.5,16,877/-.

b.) Insurers' argument: The insurance company submitted their SCN dated 08.12.2021 wherein they stated that they received claim intimation from the complainant on 27.06.2019 for accidental damages to his vehicle. He claimed that the amount of loss was Rs.15,82,759/-. The insurance company deputed M/s Mutneja Tech. Surveyors to assess the loss who assessed the loss for Rs.5,16,870/-. Accordingly, they paid the claim for Rs.5,16,870/- on 19.03.2021.

19) Reason for Registration of Complaint: partial payment of Claim.

20) The following documents were placed for perusal.

- a) Complaint letter
- b) Policy document
- c) SCN
- d) Survey Report

21) Observations and Conclusion: - The complainant's son and the representatives of the insurance company attended an online hearing on 13.12.2021. The complainant's son stated that the cost of repair of the vehicle was Rs.15,89,601/- but the insurance company paid only Rs.5,16,877/-. The insurance company reiterated that the surveyor assessed the loss for Rs.5,16,870/- as per the documents, bills and receipts provided by the complainant. The GST of Rs.2,46,000/- was not payable as per the insurance company's rules. The deductions were based upon the modification in the vehicle and other repairs which were not related to the cause of the accident. During the discussions, the complainant was directed to provide bills and receipts related to the accidental repair of the vehicle and the insurance company was directed to re-assess the claim. The insurance company vide their email dated 29.12.2021 stated that GST could not be paid as per company's guidelines, for this they attached a copy of Circular. Further, they stated that the surveyor confirmed vide his mail dated 29/12/2021 that the bills provided by the complainant, were already considered while assessing the loss. Hence, no further liability was vested with them. They had settled the claim as per surveyor report and norms of the insurance company.

On going through the documents exhibited and the oral submissions made by both the parties during the hearing, it is noted that the complainant admitted that he made some modifications in the insured vehicle. The claim was settled by the insurance company based upon the survey report and as per the claim documents provided by the complainant. The main deduction for an

amount of Rs. 2,46,000/- was towards the GST which is not payable as per the insurance company's guidelines. The insurance company did not allow the payment of cost for refurbishing/modification of the vehicle and paid only the cost of repairs which were relevant with the cause and nature of the loss. Hence, I see that the insurance company had paid the claim as per the terms, conditions and exclusions of the insurance policy. I see no reason to interfere with the decision of the insurance company.

The complaint is closed.

AWARD

Taking into account the facts and circumstances of the case and the submissions made by both the parties, I see no reason to interfere with the decision of the insurance company.

The complaint is closed.

25. If the decision of the Forum is not acceptable to the Complainant, he/she is at liberty to approach any other Forum/Court as per laws of the land against the respondent Insurer.

Place: Noida.

Dated: 29.12.2021

**C.S. PRASAD
INSURANCE OMBUDSMAN
(WESTERN U.P. & UTTARAKHAND)**