

1. CASE OF UMESH GUGLANI V/S TATA AIG GENERAL INSURANCE CO. LTD.

(AWARD DATED : 06.12.2017)

Mr. Umesh Guglani, the complainant has stated in his complaint that his car was stolen on 24.12.2016. He had submitted all the required documents to the insurer but his claim was repudiated by the insurance company on the ground of non submission of one ignition key. The complainant stated that his car- Hyundai Xcent bearing registration no. UP 80 DH 5888 was stolen on 24.12.2016. The incidence of theft was reported to the police and to the insurer on 25.12.2016. All the required documents except one ignition key were submitted to the insurer but his claim was repudiated by the insurance company on the ground of negligence on his part in safeguarding the vehicle as he could not submit one ignition key. The insurer appeared for personal hearing and stated that on receipt of the complaint through this forum, the claim was reviewed and it was decided to settle the claim on sub standard basis for an amount of Rs. 4,24,625/- being 75% of IDV subject to consent of the complainant. Subsequently, over telephone, the complainant also expressed satisfaction over settlement of the claim.

2. CASE OF SUBHASH V/S NATIONAL INSURANCE CO. LTD.

(AWARD DATED : 07.12.2017)

Mr. Subhash, the complainant has stated that his motorcycle was stolen on 03.11.2015 and though he had submitted all the required documents to the insurer, his claim was repudiated by the insurance company on the ground of delay in intimation. The complainant stated that his motorcycle bearing registration number UP 16 AA 9544 was stolen on 03.11.2015. Immediately, the incident of theft of the vehicle was reported to the insurer on telephone and to the police on 21.11.2015. Thereafter, he approached the insurer to submit written intimation to the policy issuing office but they refused to receive the letter and directed him to approach their Claim Hub. The complainant further stated that the officials of the insurer had harassed him a lot and made him run from one office to another for submission of intimation letter, hence, alleged delay in submission of intimation to the insurer was not his fault alone. The insurer stated that incident of theft occurred on 03.11.2015 but the complainant had submitted intimation letter to them on 08.12.2015 i.e after 34 days. The complainant was asked to explain reasons of undue delay in intimation but he could not give any convincing reply. The complainant admitted that there was some delay in intimation to the insurer and to the police but the incident of theft was confirmed by the police in their final report dated 31.12.2015; hence, repudiation of the claim was not justified. Ongoing through the documents exhibited and the oral submissions, it is observed that the incident of theft had actually occurred as confirmed by the Police authorities also in their Final Investigation report dated 31.12.2015. However, there was some negligence on the part of complainant as he did not inform the insurer in writing, immediately after theft of the vehicle. Considering the fact that theft of the vehicle cannot be disputed, The Insurance Company is directed to settle the claim on sub standard basis instead of repudiation.

3. CASE OF MR. SHANTI SWAROOP V/S NATIONAL INSURANCE CO. LTD.

(AWARD DATED : 07.12.2017)

Mr. Shanti Swaroop, the complainant has stated that his vehicle -Tata 2518 had met with an accident on 21.09.2016. Intimation of loss was given to the insurer who deputed a surveyor but assessment of loss made by the surveyor was much less than the actual loss. Aggrieved, he requested the insurer including its GRO to depute another surveyor to reassess the loss but failed to get any relief. Thereafter, he preferred a complaint to this office for resolution of his grievance.

The insurer stated that on receipt of intimation of loss on 21.09.2016, Mr. M.B. Tomer, an independent surveyor was deputed to assess the loss who had submitted his report. Accordingly, the complainant was advised to submit bills and

cash memos of repair of the vehicle so as to enable them to process settlement of claim but till date, the complainant had not submitted the repair bills. The insurer stated that the complainant had not submitted bills and cash memos of the repair of the vehicle. The claim could be settled provided required bills/documents were submitted. The complainant requested that another surveyor should be deputed to reassess the loss as Mr. Tomer, the current surveyor had deliberately assessed the loss much less than the actual loss. Ongoing through the documents including survey report, photographs of the salvage and the oral submissions, it is observed that certain parts of the vehicle which were damaged in the accident were deliberately not allowed by the surveyor for the reasons best known to him. In view of the above, the insurer was advised to depute another surveyor to reassess the loss and the complainant was advised to submit bills and cash memos of repair of the vehicle so as to enable the insurer to settle the claim.

4. CASE OF MOHD. NOSHAD V/S NATIONAL INSURANCE CO. LTD.

(AWARD DATED : 05.12.2017)

The complainant had taken Motor Policy No. 461903/31/15/6300002584 covering his Mahindra Pick up No.UP-11-T-7174 Model 2012 from National Insurance Company Ltd. for the period from 30.10.2015 to 29.10.2016 with IDV Rs.3,00,100/-. The above Vehicle was stolen in the night of 06-07/05/2016 from the residence of the complainant. The Complainant informed the local Police on 07.05.2016 and the FIR was registered on 09.05.2016 u/s 379 at Police Station Kotwali, Saharanpur. However, the claim was repudiated by the Insurance Company vide their letter dated 19.06.2017 on the ground of delay in reporting to the police. The complainant stated that he had given intimation of theft to the police on 07.05.2016, but the FIR was registered by the police on 09.05.2016 i.e. after delay of two days. All the relevant documents were submitted by the complainant as required by the company. The claim was denied by the company on the ground that there was a delay of more than 24 hours in giving intimation to the Police. The complainant stated that in the morning he had called the Senior Superintendent of Police, Muzaffarnagar and also exhibited his number on his mobile. From the facts and records, it is observed that there is no contradiction between investigation report and the final report of police, so far as it relates to the theft of the vehicle and genuineness of the claim. Hence the ground on which the claim was rejected by the company is unjustified and deserves to be set aside and claim paid in full.

5. CASE OF MR. HEMCHAND AGGARWAL VS NEW INDIA ASSURANCE COMPANY LTD.

(AWARD DATED: 13.11.2017)

The complainant had taken motor vehicle policy for the period 27.4.2017 to 26.4.2018 and his car met with an accident on 01.5.2017 in which complainant and his wife were seriously injured in the accident. The claim of the complainant was rejected by the Company on the ground that the road tax was deposited after date of accident. The complainant stated that he had purchased a new Wagon R car from M/s Prem Motors Pvt. Ltd. Agra on 27.4.2017. The registration fee was paid by him to the dealer on the date of purchase i.e. 27.4.2017 whereas the accident of his car took place on 01.5.2017 i.e. after the registration fee was deposited with the dealer, thus the claim was rejected by the company wrongly. The complainant also quoted circular No. HO/MTD/OD/CIR NO.(O/IBD:ADMS:268) dated 25.3.2015 of New India Assurance Company Limited, which clearly states that “ If registration charges are paid before the date of accident either in RTO or to the dealer concerned , the entire claim will be settled on standard basis.”The insurer stated that it was not only gross violation of section 192 of MV Act but also fundamental breach of the terms and conditions of the policy. Looking at the facts and circumstances, it is evident that registration charges had been deposited with M/s Prem Motors on 27.4.2017 i.e. before the date of accident but the dealer deposited it in RTO on 02.5.2017 for which the complainant can not be held responsible. The award is passed with the direction to the insurance company to pay the admissible amount claim to the complainant.

6. CASE OF SMT. PRABHA VS BHARTI AXA GENERAL INSURANCE COMPANY LTD.

(AWARD DATED: 22.12.2017)

This complaint is filed by Smt. Prabha against Bharti Axa General Insurance Co. Ltd. relating to repudiation of claim on the ground of fake driving license. The complainant stated that an insurance policy was issued on Hyundai car registered at Saharanpur in the year 2014 for the period 04-04-2014 to 03-04-2015 in the name of Sh. Anil Kumar Sharma. Her husband met with an accident on 20-02-2015 at 9.30 am while he was going to Meerut for some work by car which was hit by an unknown truck near Muzaffarnagar and her husband and his colleague died on the spot. The car was also damaged completely. The complainant had submitted all the required documents to the insurance company, but the company had rejected the claim. The insurer stated that they had received the claim intimation furnished by the complainant which gives the name of Sh. Anil Kumar as driver. However on verification from RTO Tuensang, Nagaland it was found that the driving license submitted by the complainant was not issued by RTO Tuensang, Nagaland. Meanwhile the complainant submitted another driving license issued by the Govt. of Manipur. The insurer stated that there was no requirement of another driving license issued from Manipur transport authority when there was a license issued by Nagaland authority. On query the complainant explained that the deceased Anil Kumar was working in a NGO located in the north east, hence he may have got another license issued in Manipur. The complainant also filed RTI application with RTO, Manipur regarding authenticity & details of the license issued by them and submitted a letter dated 18-8-2017 issued by the District Transport Officer, Bishnupur, Distt. Manipur which confirms that the license no. 192400/BPR issued by them was valid till 14-01-2019. This clearly shows that the deceased was holding only one valid and effective driving license at the time of accident which is the main condition under above mentioned policy. The other driving license issued by the Govt. of Nagaland was not valid or effective license and hence may be overlooked for the purpose of deciding the claim. Thus the plea of the insurer that the insured did not have a valid and effective driving license does not hold good. Keeping in view above fact insurers decision of repudiation of claim is not justified.

7. CASE OF MR. CHETAN SINGH VS UNITED INDIA INSURANCE CO. LTD.

(AWARD DATED: 26.10.2017)

This is a complaint filed by Mr. Chetan Singh against the decision of United India Insurance Company Ltd. relating to rejection of claim by the company on the ground of the expiry of the authorization of Tourist Permit. The complainant stated that his car was registered as Taxi with All India Permit in which one permit was issued for home state and the other permit was an authorization certificate, which was required for movement in states other than home state. The permit for home state was valid for the period from 23.01.2017 to 22.01.2021 and authorization certificate of permit for states other than home state was valid from 23.01.2016 to 22.01.2017, which was renewed on 02.05.2017. The claim of his taxi was rejected by the company on the ground of expiry of the authorization of tourist permit. The complainant stated that the accident of his taxi occurred in U.P., which was his home state, hence the claim of his taxi was payable since the permit for home state was valid till 22.01.2021 and the accident had taken place on 30.04.2017. The company after scrutiny of the claim documents stated that the Authorization of Tourist Permit expired on 22/01/2017; hence the claim of the complainant was not payable. As per limitations as to use clause, the policy covers use of vehicle only under a permit within the meaning of the Motor Vehicle Act 1988 or such a carriage falling under Sub-Section (3) of Section 66 of the Motor Vehicle's Act 1988, which states that vehicle must have a valid permit as per MV Act 1988, MV Rules 1993 (All India Permit for Tourist Transport Operators). Authorization certificate means a certificate issued by an appropriate authority to a recognized Tourist Transport Operator authorizing him to operate through the territory of India or in such continuous states, not being less than three in number including the state in which the permit is issued, on recognized tourist circuits, as are specified in the All India Permit for a tourist vehicle granted to him. Hence the claim was not found tenable by the insurance company or was observed that the authorization certificate of tourist permit had expired but main permit to ply the vehicle was valid and the same was issued by the Transport Department, Uttar Pradesh and the accident had also taken place in Uttar Pradesh, hence his claim was valid on the date of accident and should be paid. It is clear that what had expired was authorization for

movement of vehicle in other states and not the basic permit issued by the RTO Uttar Pradesh, where the vehicle met with an accident.

8. CASE OF MANJULA GUPTA V/S UNITED INDIA INS. CO. LTD.

(AWARD DATED: 26.10.2017)

The complainant stated that a claim of accidental damage of his vehicle bearing registration number UP-15- BT- 5891 was wrongly repudiated by the insurer stating that there was a violation of "Limitation as to Use" specified in the policy. The complainant appeared for personal hearing. The insurer stated that their investigation had revealed that five persons were travelling in the vehicle at the time of accident against authorized seating capacity of two persons including driver of the vehicle. The complainant countered and requested the insurer to provide documentary evidence to prove their contention. But insurer could not provide any documentary proof and requested for granting some time to submit documentary evidences. On receipt of mail dated 22/09/2017 from the insurer it was found that five persons including driver were sitting in the vehicle and got injured during the accident. Thus, from the documents on records, it was amply clear that five passengers were travelling in the vehicle at the time of accident but whether excess number of persons had contributed to the cause and nature of accident is a matter of conjecture. The surveyor had not given any specific remark to this effect. Keeping in view the above and oral submission, it was noted that although there was breach of provision of MV Act in respect of authorized seating capacity but total rejection of claim in its entirety was not justified. Accordingly, an award is passed directing the insurance company to settle the claim on sub standard basis -75% of assessed loss subject to completion of usual formalities.

9. CASE OF SH. LT. COL. A.K.NAG V/S BHARTI AXA GENERAL INSURANCE COMPANY LTD.

(AWARD DATED: 22.12.2017)

This complaint is filed by Sh. A.K. Nag against Bharti Axa General Insurance company limited relating to repudiation of claim under policy no. FPV/12169389/14/04/002950 due to mechanical breakdown not covered under the policy. The complainant stated that his vehicle suffered engine damage on account of extreme unforeseen local weather conditions i.e. intense heavy rains in Noida on 20-07-2017 in the early morning hours. The engine of vehicle stopped while driving and on restarting the vehicle he noticed that white smoke was coming out from the exhaust and there was loss of power. The authorized dealer told him that the damage was due to heavy rain and the Vehicle required immediate engine repair. His vehicle was surveyed by the surveyor/ insurance assessor and the complainant was informed that the claim was not admissible. Hearing in the said case was held on 10-07-2017. The insurer stated that the vehicle was not damaged due to water but it was due to mechanical breakdown and it was not covered under the existing policy as engine protection cover was not taken. The complainant stated that the decision of mechanical failure was taken without opening the engine. In view of conflicting technical arguments, technical advice of an independent IRDA approved surveyor was taken. The surveyor was of the opinion that the vehicle stalled into sudden water logging due to heavy rain on the date of loss as per media report as well, hence the main cause of loss was flood i.e. rain water (Natural Calamity) peril, which is not excluded in the comprehensive policy. So the complainant should be indemnified for affected parts. Hence insurer's decision of repudiation of claim is found unfair and unjustified. Therefore the insurance company was directed to make payment of Rs.152,900/- to the insured.

10. CASE OF SHRI JITENDRA KUMAR V/S IFFCO TOKIO GENERAL INSURANCE COMPANY LTD.
(AWARD DATED: 21.12.2017)

This complaint is filed by Sh. Jitendra Kumar against Iffco Tokio General Insurance Company Limited relating to repudiation of motor claim. The complainant stated that his vehicle was damaged due to rain water on 21-06-2017. The complainant had submitted estimated loss to the insurer and the insurer deputed a surveyor to inspect the vehicle but the claim was repudiated by the insurer. Hearing of the said case was held on 10-11-2017. The insurer stated that the damage to the vehicle had occurred due to mishandling and using the vehicle after the damage due to rain water, so this was a case of consequential loss which was not covered under the policy as the insured had not opted for additional cover of Engine and Gear Box Protection Cover, hence the claim was repudiated. The insurer also stated that intimation of loss was given after an inordinate delay of 24 days resulting in violation of policy condition no. 1 which stipulates that immediate intimation of accidental loss should be given to the insurer. From the documents produced and oral submission it was observed that the insurer had made contradictory statements, so technical advice of an independent IRDA approved surveyor was taken. The surveyor was of opinion that in this case water had entered the engine box and caused damage to the engine parts, which can not be considered consequential loss. The damage caused by rain water falls under the category of flood and inundation, a peril covered under the policy. Hence insurer's decision of repudiation of claim is unfair and unjustified. However, there was an inordinate delay in submission of intimation to the insurer, so the insurance company was directed to settle admissible loss on substandard basis to the insured.

11. CASE OF SH. RAVI PRAKASH AGARWAL V/S TATA AIG GENERAL INSURANCE COMPANY
(AWARD DATED: 22.12.2017)

This complaint is filed by Sh. Ravi Prakash Agarwal against Tata AIG General Insurance Co. Ltd. relating to inadequate settlement of claim. The complainant had purchased an Auto Secure Private policy for his vehicle for the period from 27-8-2016 to 26-8-2017 with an IDV of Rs. 241461/-. The vehicle met with an accident and a claim was submitted to the insurer on 9-3-2017 and a sum of Rs. 24695/- was paid after making deduction towards depreciation in metal and plastic parts. The insurer stated that an independent IRDA licensed surveyor, Sh. H.L. Pathak was appointed to inspect the vehicle and assess the loss. The loss was assessed for an amount of Rs. 24695/- after considering 40% and 50% deduction towards depreciation on metal and plastic parts respectively. During hearing the insurer agreed to reconsider the depreciation of radiator and intercooler at the rate of metal. In this manner the balance payable amount comes Rs.5395 /-after considering radiator and intercooler in the metal category and labour charges.

12. CASE OF COL. H S SHARMA V/S UNITED INDIA INSURANCE CO. LTD.
(AWARD DATED: 08.12.2017)

Col. H S Sharma, the complainant has stated in his complaint that his car had met with an accident on 24.03.2016. Intimation of loss was given to the insurer who deputed a surveyor but assessment of loss made by the surveyor was much less than the actual loss. The complainant stated that he had submitted an estimate of Rs.67746/- for repair of the vehicle but the surveyor had assessed the loss for Rs. 25190/- but the insurer had paid Rs. 16573/- only against the assessment of Rs. 25190/-. He requested the insurer several times through various letters to explain the reasons of inadequate assessment and the payment of an amount which was even less than the assessment made by the surveyor but the insurance company had given vague and evasive replies. The insurer stated that the claim was approved for Rs. 16573/- because the complainant had submitted repair bills for that amount only. Since, the complainant had not submitted bills of the repair/replacement of certain damaged parts of the vehicle which were allowed by the surveyor; its cost was disallowed resulting in payment of less amount than assessment. During hearing, the insurer was advised to arrange a meeting between the complainant and the surveyor to sort out grievance of the complainant and settle the claim for balance amount on receipt of required bills. An award was passed directing the insurance company to settle

the claim for balance amount(assessment of loss minus actual claim paid) after receipt of required bills within 30 days under intimation to this forum.

13. CASE OF MR. MOHIT VS ICICI LOMBARD GENERAL INSURANCE COMPANY LTD.

(AWARD DATED: 05.12.2017)

The complainant had taken Motor Policy No. 3005/114180014/00/000 for the period covering his Motor Cycle. The above vehicle was stolen on 11.11.2016 and intimation of theft was given to the Police Station on the same day, following which FIR was registered by the Police at PS Bahadrabad, Haridwar on 14.11.2016. The claim was lodged by the complainant with the company and Mr. D.D. Mishra was deputed by the company for investigation of the case. The complainant stated that the investigator visited his residence to collect the documents but he could not meet him because, he had gone to his native place Bijnor for 10 to 15 days due to seasonal fever. The investigator met his room partner Mr. Zhilajeet Yadav and advised him to show ownership of the vehicle in his name and lodge the claim in his name, so that delay in settlement of claim may be avoided. The investigator also told him that payment of the claim would be released in the name of Mr. Zilajeet Yadav, which could be refunded to Mr. Mohit after he returns from his native place. The complainant stated that both insurance policy and the Registration Certificate of the vehicle were in his name; hence his claim was genuine but his claim was not settled by the company. The complainant has sought relief from this forum for re-imburement of his claim. The company stated that it was observed from the FIR that on 11.11.2016 Mr. Zilajeet Yadav, roommate of the complainant took the insured vehicle and went to a wedding function at Bahdrabad, Haridwar and parked the vehicle near the wedding hall, which at about 11.00 p.m. was found missing. The vehicle was in fact sold by the complainant to Mr. Zilajeet Yadav for Rs.45,000/- as mentioned by the complainant in the claim form. During investigation, it was also confirmed by Mr. Yadav that the insured vehicle was sold to him on 02.09.2016. However, the transfer of name was not done in the Registration Certificate and policy document till the date of loss. Since the complainant had changed his version and was misrepresenting facts, therefore, the claim of the complainant was rejected by the company. During hearing the matter was examined and the loss of vehicle could not be disputed. Similarly, the fact that registration book and insurance policy were in the name of Mr. Mohit and the insurable interest in the policy is still in favour of the registered owner Sh. Mohit can not be questioned, hence it would be unfair to totally repudiate the claim. At the same time, since both the insured/complainant and his friend have consistently changed version of the complaint so an award was passed with the direction to the insurance company to pay 75% of the admissible claim amount on sub-standard basis.

14. CASE OF MR. GYANENDRA V/S BHARTI AXA GENERAL INSURANCE COMPANY LIMITED.

(AWARD DATED: 26.10.2017)

This is a complaint filed by Shri Gyanendra against the decision of Bharti Axa General Insurance Company relating to closure of claim file of insured by the insurance company mentioning reason non-receipt of required documents by the insured. The complainant stated that he had taken Motor covering his vehicle Bharti Axa General Insurance Co. Ltd. The car of the complainant met with an accident on 13.10.2015 and got badly damaged, when it was being driven by Mr. Bijender Kumar, friend of the complainant. The vehicle was shifted to the workshop of Shriram Carnation, Greater Noida for repair and was surveyed by Mr. Kamil for assessment of the loss but he did not give any approval of the assessment to the workshop and the vehicle was still lying at the workshop in unrepaired condition and his claim was closed as No Claim due to non-compliance of claim formalities by the Insurer. The complainant further stated that he was seriously ill during the period 2014-2017 and due to that reason, he could not pursue his claim with the company regularly. The letters sent by the company were not received by him due to incomplete address but after receiving their mail, he had sent all the connected documents to the company through speed post for settlement of his claim. The complainant referred to Circular Ref. No. IRDA/HLTH/MISC/CIR/216/09/2011 of IRDA regarding delay in claim intimation/documents submission. The Complainant has sought relief from this forum for re-imburement of his claim. The company stated that after receiving the claim intimation from the complainant, the claim was registered

and the surveyor was deputed for assessment of the loss. Various reminder letters were also sent to the complainant but neither any response was received nor claim formalities were completed by the complainant. The complainant had not provided an opportunity to the Insurer to assess and process the claim. The company stated that the claim was kept open for 14 months but when they did not receive any response from the complainant, the claim was closed. The complainant could not prove during hearing that documents were submitted by him. The insurer, however, agreed that they were willing to re-open the case if complete documents were submitted by the complainant. Looking at the facts, it was decided that the case may be re-opened and assessed if complete papers are submitted.

15. CASE OF MR. ABHAY KUMAR GARG V/S NATIONAL INSURANCE COMPANY LIMITED.

(AWARD DATED: 26.10.2017)

This is a complaint filed by Shri Ajay Kumar Garg against the decision of National Insurance Company relating to delay settlement of his motor claim by National Insurance Company. The complainant stated that his Car was stolen on 02.12.2015. The incident of theft of the vehicle was immediately reported to the police and to the insurer. Thereafter, all the required documents were submitted to the insurer on 20.06.2016 but the insurance company kept on delaying settlement of his claim on one or other lame excuse. The insurer stated that the claim was investigated by an independent investigator who opined that the claim of the insured was genuine, hence, it was approved for Rs. 1,99,093/- subject to completion of usual formalities. The insurer further stated that the amount of claim would be released on receipt of documents requisitioned vide their letter dated 29.08.2017. The insurer was asked to explain reasons for undue delay but they could not give any satisfactory reply. Ongoing through the documents exhibited and the oral submissions during the hearing, it is observed that although, the insurers have settled the claim but there is an inordinate delay in its settlement. Therefore, the insurance company is directed to pay the claim along with 6% interest for the period of delay.

16. CASE OF SH. PREM PAL SINGH V/S BHARTI AXA GENERAL INSURANCE CO. LTD.

(AWARD DATED: 16.10.2017)

This complaint is filed by Sh. Prem Pal Singh against Bharti Axa General Insurance Company relating to repudiation of claim under policy no. FPV/I 2269277/13/11/004097 due to concealment of facts. The complainant had taken a comprehensive insurance policy for his Hyundai Verna Fluidic Car 2015 model bearing registration no. DL 8C AL 1156 for the period from 21-11-2016 to 20-11-2017 which was stolen on 08-03-2017 from his residence. The investigator of the insurer visited the spot and at the same time the local police also carried out investigation. All the relevant papers has been submitted to the insurance company, but the insurer had rejected the claim payment. The insurer stated that on investigation from previous insurer i.e. M/s ICICI Lombard it was found that the complainant was paid three OD claims dated 18-01-2016, 26-06-2016, and on 06-09-2016 under the previous policy. He had also taken one OD claim under current policy on 24-12-2016. At the time of claim payment the complainant was told to deposit NCB amount but he had not submitted the same till date. The complainant had also not revealed in the proposal form that he had taken three OD claims from previous insurer. Instead he had opted for 20% no claim bonus in the proposal which amounts to "Breach of Trust" since the contract of insurance is based upon the principal of "Utmost Good Faith". As this was a case of misrepresentation of material information (Wrong NCB Declaration) the case falls within purview of General Regulation 27 of All India Motor Tariff which states, "In case of wrong declaration of NCB, all benefits under the Motors Insurance Policy stands forfeited".

The complainant was not aware that NCB had to be declared. He had also not received the policy document except cover note. The insurer also admitted that they had not verified no claim bonus from the previous insurer at the time of issuing the policy nor had written to the insured for depositing the NCB amount. The insurer further informed that

the vehicle was financed, so NOC was required from the financier. The contention of the complainant that he was not aware that NCB cannot be claimed if he had already taken claim is a lame excuse. As the very name suggests, bonus is admissible only if there is no claim. However, even insurer had not done due diligence at the time of issuing policy. This is a case of contributory negligence and there are lapses on both sides. Keeping the above facts in mind it would meet the end of justice if the case is settled on sub-standard basis at 75% of the admissible claim amount.

17. CASE OF SH. R K JAIN V/S NATIONAL INSURANCE CO. LTD.
(AWARD DATED: 03.10.2017)

The complainant's motorcycle bearing registration number DL 35 BY 9570 was stolen on 17.03.2016. The incidence of theft of the vehicle was reported to the police and to the concerned agent of the insurer on the same day. Thereafter, all the documents were submitted to the insurance company but his claim was repudiated on the ground of delay in intimation to the insurer and submission of only one key of the vehicle which was said to be badly rusted. The insurer stated that incidence of theft occurred on 17.03.2016 but the complainant had submitted intimation letter to them on 04.04.2016. The complainant was asked to explain reasons of undue delay in intimation but he could not give any convincing reply. Further, the case was investigated by an independent investigator who had mentioned in his report that lock of the vehicle was changed sometime in the year of 2015 but the insured had submitted only one key which was badly rusted indicating that the key may not have been in use. Ongoing through the documents exhibited and the oral submissions, it is observed that the incidence of theft had actually occurred as confirmed also by the Police authorities in their Final Investigation report dated 07.09.2017. However, there was some negligence on the part of complainant as he could not submit second key of the vehicle. Considering the fact that theft of the vehicle cannot be disputed, the claim should have been settled on sub standard basis instead of repudiation. Hence, the Insurance Company is directed to settle the claim on sub-standard basis (75% of IDV) within 30 days under intimation to this forum.

Case no. CHD-G-042-1617-0549

In the matter of Mr. Dilbagh Singh Mor V/s Shriram General Insurance Co. Ltd.

ORDER DATED 06.12.2017

(Motor)

FACTS: The complainant submitted that his vehicle met with an accident and it was left at the spot by the driver. When he visited the spot of the accident he found that his vehicle had also been damaged due to fire. The insurance company had repudiated his claim on the ground of not taking reasonable steps to safeguard the vehicle and misrepresentation.

FINDINGS: The complainant's Truck met with an accident on 25.06.2016 and was left at the spot by the driver. The insurer submitted that the claim was repudiated under condition no. 5 which lays down the obligation on the insured to take all steps to safeguard the property at all times including post accident. The vehicle was left unattended for two days.

DECISION: After hearing both the parties and analysis of the documents placed on record it was found that the insured/ complainant had himself admitted that the vehicle was left unattended for two days.

From the perusal condition no. 5 which states that "The insured shall take all reasonable steps to safeguard the vehicle insured from loss or damage and to maintain it in efficient condition and the company shall have at all times free and full access to examine the vehicle insured or any part thereof or any driver or employee of the insured. In the event of any accident or breakdown, the vehicle insured shall not be left unattended without proper precautions being taken to prevent further damage or loss” it is observed that the insured/ complainant had not complied with the condition. He had himself stated that he went to pick up the driver who was not injured but did not visit the spot immediately. The vehicle was left unattended and no precautions were taken to safeguard the vehicle from further damage or loss. The insurance company had also given him the opportunity to give his comments on the findings of the investigator but no satisfactory reply was received from the complainant.

In addition to above, the complainant was also not able to properly explain the discrepancies listed above in the course of personal hearing.

In view of the above there was no deficiency on the part of insurance company and they were justified in repudiating the claim.

Case no. CHD-G-023-1617-0508

In the matter of Mr. Joginder Singh Vs Iffco Tokio General Insurance Co. Ltd.

ORDER DATED 06.12.2017

(Motor)

FACTS: The complainant stated that his Sakoda car, model 2008 was insured for Rs.12, 30,000/-. The insurance company had agreed to treat the loss as Constructive Total Loss and agreed to pay Rs.11, 73,000/- after deducting the salvage value of Rs.55, 000/- and excess clause. The insurance company deputed another surveyor who had obtained his signatures on blank stamp papers with a promise that he will be paid Rs.11, 73,000/- but the insurance company paid Rs.10, 23,000/- instead of agreed claim amount. His consent for Rs.10, 23,000/- had fraudulently been obtained.

FINDINGS: The complainant Sakoda car, model 2008 was insured for Rs.12, 30,000/-. The insurance company stated that the claim was discussed in detail with the insured. Since he agreed to retain the vehicle, therefore, the claim amount was negotiated with him. He had given the consent for Rs. 10, 23,000/- on stamp papers which was duly notarized. The insurance company never forced him to give his consent nor did they obtain it fraudulently. In usual course the insurance company invites bids for the damaged vehicle "on as is where is" and disposes of the wreck of the vehicle which also fetches more value than the recommended by the surveyor. Since in this case the insured had agreed to retain the damaged vehicle no bids were invited and claim was settled and paid.

DECISION: After going through the submissions made by both the parties, it was observed that the loss had been settled on the basis of consent given by the complainant. There was no evidence on record to prove that the consent was fraudulently obtained. Rather it was observed that the stamp papers were purchased by the complainant himself and the reason for consenting for Rs. 10, 23,000/- were also available. If the salvage had been disposed of by the insurance company it may have fetched more value than what had been recommended by the surveyor. Since the complainant wanted to retain the damaged vehicle, the matter was re-negotiated and he gave his consent for Rs. 10, 23,000/-.

In view of the above, no deficiency of service was observed in the conduct of the insurance company and the insurer was justified in paying the negotiated amount.