

OVERSEAS MEDICLAIM:

Complaint No: **BNG-G-035-1617-0454**

Between Shri ASIM ARORA V/s RELIANCE GENERAL INSURANCE COMPANY LIMITED

Date of Award: 11.01.2017

Repudiation of claim - Allowed

The claim preferred under Reliance Travel Care Policy was repudiated on the ground of non-disclosure of past medical history while proposing for insurance.

The Respondent Insurer contended that Insured had past medical history, which was not disclosed at the time of proposing for insurance and hence, claim was repudiated.

The Forum observed that the proposal was finalised through Online and neither the Complainant nor the Insured did fill in the proposal. The chat transcript submitted by Respondent Insurer revealed that the proposal form was filled in by the Insurer's own Employee and the Chat transcript did not contain or seek any information about the previous health condition of the proposer. Hence, the Respondent Insurer was not justified in denying the claim on the ground of non-disclosure of the previous health condition.

Hence, the Complaint was **Allowed**.

Policy Certificate – Explore

Complaint No: BNG-G-035-1617-0698

Case of: SHRI S RAMASUBRAMANIAN V/s RELIGARE HEALTH INSURANCE COMPANY LIMITED

Date of Award: 31st March, 2017

Partial repudiation of Claim under exclusions of the Policy – Upheld.

The Complaint arose out of the partial repudiation of claim under an Overseas Health Insurance, for reimbursement of expenses incurred for Physiotherapy, Shoulder Immobilizer and expenses incurred in India for follow-up treatment. The Respondent Insurer contended that they were not payable as per the terms and conditions of the Policy.

On careful examination of the documents on record, the Complaint and the response of the Respondent Insurer, the Forum decided to dispense with the necessity of personal hearing and decided the case.

On scrutiny of the documents and policy exclusions nos.2.1.3 (xvi), 2.1.5 (IV) & 3 (m) submitted by the Respondent Insurer, the Forum observed that the non-payment of Physiotherapy Charges, Shoulder Immobilizer Charges and expenses incurred in India for follow-up treatment, were in tune with the Policy issued.

Hence, the Complaint was **Dismissed**.

Award No. IO/KOC/A/GI/0248/2015-16

Complaint No. KOC-G-020-1617-0441

Award passed on : 21.02.2017

Mr. MURALI M C Vs ICICI LOMBARD GENERAL INSURANCE CO.LTD.

Repudiation of claim under travel card insurance policy

The complainant holds a valid Insurance policy of the respondent Insurer, which provides “Lost Card Liability insurance Cover” and “counterfeit Card Liability Cover” for the Travel Card issued by ICICI Bank. While he was in London, on 15/05/2016 his travel card was stolen. By the time the card was blocked, 2 fraudulent transactions/ cash withdrawals were made. The 3rd transaction/cash withdrawal did not get through as there was no sufficient fund in account. He filed a complaint with London Police. The bank did not cooperate to dispute the transactions stating “Pin based cash withdrawals” and closed his request. He raised Insurance claim which covers lost card liabilities. The Insurer denied the claim stating reason as “The coverage is extended only to cover non-chip and PIN cards. It is understood from card transactions provided the fraudulent transactions on your card are ATM transactions which are PIN based transactions. Hence, the claim is inadmissible”. All the circumstantial evidences prove that the transactions were fraudulent and the policy covered is for fraudulent transactions. He has not shared his PIN to any one and the fraud was reported to London Police. One needs to understand the consequence of fraudulent police complaint. Cyber crime has gone to such extent that the fraudsters could get the PIN of the card through Wi-Fi route. The insurer should settle the claim as per objective and spirit of the insurance cover and not on reading between the lines. He appealed to the Grievance Cell of the Insurer for settling the claim, but their reply was not satisfactory. Hence, he filed a complaint before this forum, seeking direction to the Insurer for admission of claim.

Decision : The complaint is dismissed.

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Award No. IO/KOC/A/GI/0275/2015-16

Complaint No. KOC-G-044-1617-0475

Award passed on : 22.02.2017

Mr. RAMASWAMY UMA MAHESH Vs STAR HEALTH AND ALLIED INS. CO. LTD.

Repudiation of claim under travel insurance policy

The complainant planning to travel abroad took a Star travel protect Policy with date of commencement of risk as 15.11.2015(travel start date). However due to the unexpected demise of the complainants father on 19.11.2016, the trip had to be cancelled and had to rush back to undertake the death ceremonies. A claim was raised with the insurer for the travel interruption benefit (T6:Trip cancel/interrupt on death of family member: USD2500 as seen from the benefits shown in the Policy schedule). The Insurer has denied the claim stating that the death should have been an accidental one and death due to natural causes is not covered. Since the policy condition does not specifically state that the death should be an accidental one, a representation was given which was once again declined. This complaint is filed seeking the entire claim of Rs1.6 lakhs .

Decision : The Respondent insurer is directed to Pay Rs.1,60,000/-.

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