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**BHUBANESHWAR**

**OVERSEAS MEDICLAIM POLICY**

**BHUBANESHWAR OMBUDSMAN CENTER**

Complaint No.11-012-0526

Smt Gayatri Gupta

Vrs

ICICI Lombard Gen Insurance Company Ltd

**Award dated 26<sup>th</sup> May 2009**

Complainant had taken an Overseas Individual Travel Insurance Policy with ICICI Lombard General Insurance Company Ltd. She fell sick during journey and claimed from insurance company on return. She claimed for Rs 35,000/-the insurer paid less, ie Rs3385/- only.

Hon'ble Ombudsman heard the case on 17.05.2009 where both sides were present. Hon'ble Ombudsman after hearing both sides and on perusing documents like the original policy with schedule and the treatment papers along with the payment receipts, held that the complainant was treated for different ailments and as per the policy contract the deductibles have been applied and the payment released, requiring no interference by the forum. Hence the complaint was dismissed.

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**CHENNAI**

**OVERSEAS TRAVEL-12.6.09**

**Chennai Ombudsman Centre**

**Case No.IO(CHN) 11.02.1639/2008-09**

**Mr.Srinivasan Raju sirri**

**vs**

**Cholamandalam General Insurance Co. Ltd.**

**Award 012 dated 12.06.09**

The complainant took a Travel insurance policy from the insurer. Insured returned to India earlier before the expiry of the policy and requested refund for the unutilized period. The insurer rejected to refund the premium relating to the unutilized period on the ground that the same is less than 30 days which is not allowed as per the terms of the policy.

The complainant obtained a Travel insurance policy from the insurer for a period of 132 days and returned to India before expiry of the policy period.

It is seen that the insurer has rejected the refund based on the policy terms and conditions which have been filed and approved by the Insurance Regulatory Authority and no evidence has emerged to suggest that the minimum period of 30 days have been now incorporated specially into the policy issued only to the complainant, with the sole motive of denying the complainant his due. Since no such discrimination or motive has emerged and the 30 days minimum period is the normal standard time limit prescribed for all such policies, the complaint is dismissed.

**DELHI**

**OVERSEAS**

**Case No. GI/76/NIA/09**

**In the matter of Shri K.S.Jain Vs**

**New India Assurance Company Limited**

**AWARD dated 14.07.2009**

1. Policy holder Shri K.S.Jain had taken an Overseas Medical Insurance policy for himself and his wife for travel abroad. Originally they have planned to be away for 180 days from 14.04.2008 to 10.10.2008 and accordingly had taken the policy and paid the premium. They returned from abroad cutting short their programme. They had left on 14.04.2008 at 7.35 p.m. departing from Delhi and after their foreign trip reached back India on 08.09.2008 at 9.00 p.m. Since the period spent abroad was less than 180 days for which they have taken the policy, they requested for proportionate refund of premium paid.
2. Before me the representative of the Insurance Company submitted that there cannot be a reduction of premium with a mathematical proportion to the days actual spent abroad viz-a-viz the number of days originally planned. They pointed out that there are various slabs with reference to period. They pointed out that for a period of 148 days to 180 days, the premium for a person within the age group of 61 to 70 years was Rs.28296/-. The slab immediately next below was 121 days to 147 days for which the premium was Rs.21346/-. In the instant case, even if the policy holder and his wife spent 148 days abroad, there was no slab change since the period was from 148 days to 180 days constituted one slab.
3. The policy holder's son who appeared on behalf of the complainant however submitted that it would be logical to have a calculation with exact mathematical proportion with reference to number of days.

4. I have considered the submissions made by both the sides. "Day" is not defined in the insurance policy. I find that if we take both the day of starting as well as day of arriving India, for the calculation the total period stay abroad comes to 148 days. But I find that on 14.04.2008, they had departed at 7.35 p.m. In terms of the policy document, the stay abroad is counted from the moment the policy holder boards the aircraft for onwards journey. Since for the purpose of insurance policy generally a day in terms of time is computed from midnight to midnight, on 14.04.2008, it was only part of the day and not full day since it was on 7.35 p.m. that they had boarded the aircraft leaving only 4 hours and 25 minutes to cross the midnight. Thus in counting the period abroad in exact terms, it becomes 147 days, 4 hours and 25 minutes and not 148 days. In the slab provided in the policy (a copy of the slab rate chart has been submitted for my records) I find that fraction of a day is not provided for in the chart. There is one slab from 121 days to 147 days and next higher slab is from 148 days to 180 days. Here we have, in the instant case, 147 days, 4 hours and 25 minutes. As such when there is no provision for counting of fraction of a day in the slab chart, I am inclined to give the benefit of doubt to the policy holder to fix him in the lower slab of 121 days to 147 days since it is not really 148 days. Even logically since this fraction of a day is less than half day, it will be reasonable to ignore it. If we round it up to one day that will mean addition of 19 hours and 35 minutes to stay abroad whereas he was very much in India during that time.
5. In the result, giving the benefit of doubt to the policy holder, I direct that premium should be modified to fix it in the immediately lower slab of 121 days to 147 days. The Insurance Company should refund the excess amount collected from the policy holder. The compliance of the Award should reach to my office for information and record by 14.08.2009.
6. Copies of the Award to both the parties.