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WHITE BLACK LEGAL is an open access, peer-reviewed and refereed journal providededicated to express views on topical legal issues, thereby generating a cross current of ideas on emerging matters. This platform shall also ignite the initiative and desire of young law students to contribute in the field of law. The erudite response of legal luminaries shall be solicited to enable readers to explore challenges that lie before law makers, lawyers and the society at large, in the event of the ever changing social, economic and technological scenario.

With this thought, we hereby present to you

THE ROLE OF JUDICIARY IN ENSURING FAIR CLAIMS SETTLEMENT IN INSURANCE DISPUTES

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ABSTRACT

Life is full of risks. Being a social animal average human being always try to decrease risk. An age old method of sharing of risk through economic operation laid to development of the concept of Insurance. Insurance is an assurance that if a particular kind of event happens, the aggrieved person will be paid the money. He who seeks such protection against such a risk is called the insured" and who undertakes to protect such person from financial loss or some miss happening is called the insurer or underwriter. With the increase in human activities of adventures and risky nature, the need for insurance has grown substantially. Insurance not only protects the individual from unexpected peril but also acts as an instrument of social progress and economic development of nation. This paper is analysing the role of judiciary in insurance related issues.

Keywords: Insurance, Risk, Dispute, Claim, Judiciary

INTRODUCTION

Disputes between the insured and the insurer usually its begin when the insured's claim, which the insured believes that it is covered under the policy, and it is rejected by the insurer partly or fully. There is a possibility of contradictions between the insurer and the insured in relation to the scope of the insuring clauses or extensions, the applicability of exclusions or compliance with the policy terms and conditions, and the quantum payable under the policy if liability is admitted. In the absence of an arbitration clause in the policy, an insured can approach a commercial court or (if the dispute qualifies) a consumer court. An insurer can only approach a commercial court. The remedies available are either specific performance of the contract or claims for damages. Indian courts also award interest and costs to the winning party. Interest is usually awarded at a rate of 9 per cent to 12 per cent from the date of the cause of action till the date of recovery. Costs remain at the discretion of the courts. We have frequently seen insurers defend or reject claims for non-disclosure and misrepresentation.

DEFINITION OF INSURANCE:

Insurance is a co-operative device to spread the loss created by a particular risk over a number of persons who are exposed to it and who agree to insure themselves against the risk. Under the plan of insurance, a large number of people associate themselves to share different types of risks attached to human life and property. The aim of all types of insurance is to make provision against such risks. In other words, it is a provision which a prudent man makes against inevitable contingencies, loss or misfortune. The term insurance has neither been defined under the Insurance Act 1938 nor in any other legislation regulating insurance business including Insurance Regulatory and Development Authority Act. However, an effort has been made to define the term insurance with the help of definitions given by some authors and under judicial pronouncements.

SIGNIFICANCE OF THE STUDY

Insurance law in our country is spread through a number of legislation, regulations, judicial decisions and orders of quasi-judicial bodies like consumer era. Some legislations deal with the formation of contract of insurance like Indian Contract Act, 1872 and Insurance Act, 1938. Some lays down the provisions regarding regulation and control of insurance business like Insurance Act 1938 and Insurance Regulatory and Development Authority of India Act, 1999. Some legislations deal with liability insurance like Public Liability Insurance Act, 1991 and Motor Vehicle Act, 1988. Apart from this, IRDAI has framed various regulations since its inception to regulate various aspect of insurance. The existence of wide array of legislations on insurance reveals a segmented rather than an integrated and holistic approach towards the regulations of insurance business in India. The presence of repetition, replications, contradictions, confusion, multiple legislations have made the things difficult to understand and implement. Though there are lot of legislations, the interest of the policy-holder is still at stake. These many legislations were contains various provisions for regulating the insurance but still for settling a claim, the policy holder has to win a judicial battle. Hence, in this dissertation, I have done a study on the area of regulatory framework of the Insurance in India by analysing the problems of policy-holder in settling the claim.

OBJECTIVE OF THE STUDY

Following are the objectives of the study:

1. To identify the problems involved in the insurance in India,

2. To analyze the judicial trend in correcting the problems, study the leading case laws.
3. To provide recommendation on how to rectify those problems and thus saving the policy- holders from struggles.

REVIEW OF LITERATURE

Ramesh Bhat in his article “Insurance Industry in India: Structure, Performance, and Future Challenges” explained that With the liberalization and entry of private companies in insurance, the Indian insurance sector has started showing signs of significant change. Within a short span of time, private insurance has acquired 13 per cent of the life insurance market and 14 per cent of non-life market. However, there is still a huge untapped demand for insurance. Insurance companies have a pivotal role in offering insurance products which meet the requirements of the people and, at the same time, are affordable. Some of the challenges faced by the insurance sector pertain to the demand conditions, competition in the sector, product innovations, delivery and distribution systems, use of technology, and regulation. And he has addressed the questions regarding demand for insurance, changes following bank participation in insurance, etc.. However, the author focused only on the merits and favourable side of the insurance. He didn’t opined on the challenges faced by the common people or the policy-holders Shivanand H. Lengti in his article, “Insurance Disputes in India” explained that Insurance is a people-centric business where the policyholder is the focal point. The objective of insurance business regulation is to protect the interests of the policyholders. In this process, the Insurance Regulatory and Development Authority (IRDA) has made rules and provided guidelines to the insurance companies. The IRDA was established to protect the interests of the policyholder and for the orderly growth of the insurance business in India. In spite of having a number of provisions in insurance law and regulation, the insurance policyholders suffer from delays and repudiation of claims. The insurance regulations impose the duty on insurers to establish an effective and efficient grievance settlement mechanism. IRDA also established an insurance Ombudsman to settle disputes of insurance policyholders. The paper looks at the provisions laid down in the Consumer Protection (CP) Act and deals with the applicability of the consumer law and the role played by consumer councils in the settlement of disputes between parties.

M.N Srinivasan in his book “Principles of insurance law¹” explains in detail about the insurance law prevailing in the country. In details he explained the statutory coverage of the insurance law,

¹ MN Srinivasan, Principles of Insurance law, Lexis Nexis Butterworths, Gurgaon, 2009

principles of the insurance law, he also made thorough study of the case laws. It nearly covers the entire jurisprudence of the Insurance law. The author explains about basic principles of Insurance. It specifically speaks about Marine Insurance, Fire Insurance, Motor Insurance, Life Insurance and other types of Insurance. However, it doesn't speak about the impact or position of the consumer in the Insurance sector who is the policy holder.

Avtar Singh in his book "Law of Insurance"² explains about the general principles of insurance such as definition and function. And then it speaks about Life Insurance, its nature and definition, insurable interest, repudiation on account of misrepresentation, premium etc. It speaks about Fire insurance and its characteristics, materials covered under the policy and materials not covered under the policy and so on. It analyses the Motor vehicle insurance and the act related to it. It speaks about the Marine insurance along with the Marine Insurance act, 1906. It also explains about the Insurance Regulatory and Development Authority.

K S N Murthy & K V S Sharma in their book "Modern law of Insurance in India"³ speaks about the general principles of insurance which are applicable to all branches of insurance alike. Then it speaks about separately the principles of life insurance, marine insurance. For all the branches, starting with explanations of the basic topics, the complexities and intricacies of the technical problems have been explained. The book also explains about the scope, origin and development of insurance in the legal system in India and abroad. However, the book doesn't analyse the merits and demerits of the regulations of Insurance.

RESEARCH METHODOLOGY

The present work is a doctrinal study, material for which has been collected from both primary and secondary sources. It is based on government policies, schemes, statutory law, judicial decisions of the Supreme Court, High Courts and quasi judicial decision of the consumer fora. Reference has also been made to foreign statutory law and judicial decisions, articles, books, policy documents, reports, journals and materials on website in the preparation of the present study.

² Avtar Singh, Law of Insurance, Eastern Book Company, Lucknow, 2010

³ K. S. N Murthy and Dr. K V S Sarma, Modern law of Insurance in India, Lexis Nexis, Gurgaon, 2014.

JUDICIAL TREND TOWARDS INSURANCE DISPUTES

*Gurmel Singh v. National Insurance Co. Ltd.,*⁴

In the case at hand, a Truck was stolen and an FIR was registered on the very day of theft. The Insured also informed the Insurance Company about the theft on the same day and had also produced the photocopy of the certificate of registration and the registration particulars as provided by the RTO. However, the appellant could not produce either the original certificate of registration or the duplicate certified copy of certificate of registration of the Truck. When the appellant applied for the duplicate certified copy of the certificate of registration, the RTO denied to issue the duplicate certified copy on the ground that in view of information/report regarding theft of the vehicle, which has been registered with the RTO, the details regarding registration certificate on the computer has been locked. The Insurance Company, however, refused to settle the claim.

In such circumstances, the Supreme Court observed that when the appellant had produced the photocopy of certificate of registration and the registration particulars as provided by the RTO, solely on the ground that the original certificate of registration (which has been stolen) is not produced, non-settlement of claim can be said to be deficiency in service. Therefore, the appellant has been wrongly denied the insurance claim. The Court was of the opinion that in many cases, it is found that the insurance companies are refusing the claim on flimsy grounds and/or technical grounds. It observed, The insurance company has become too technical while settling the claim and has acted arbitrarily. The appellant has been asked to furnish the documents which were beyond the control of the appellant to procure and furnish. Once, there was a valid insurance on payment of huge sum by way of premium and the Truck was stolen, the insurance company ought not to have become too technical and ought not to have refused to settle the claim on non- submission of the duplicate certified copy of certificate of registration, which the appellant could not produce due to the circumstances beyond his control. The Court, hence, directed the Insurance Company to pay Rs.12 lakhs insurance along with interest @7 per cent from the date of submitting the claim. The insurance company was also saddled with the liability to pay the litigation cost of Rs. 25,000/- to the appellant.

⁴ 2022 SCC OnLine SC 666

LIC of India v. Mamta Sipani⁵

A revision petition was filed challenging the State Commission's Order. The dispute was with respect to the repudiation of the claim on the death of the insured. The parties in the present matter are the insurance company i.e., the petitioner and nominee/widow of the deceased insured was the respondent. Repudiation of the claim was on the ground of concealment of pre-existing fatal diseases at the time of taking the insurance.

State Commission observed that the onus of proving the fact that the insured had prior knowledge that he was suffering from fatal diseases and as such he deliberately suppressed these material facts at the time of filling up the proposal form was on the insurance co. Further, it was noted that, there was no evidence on record to show that the insured had knowledge that he was suffering from fatal diseases prior to taking the policy and there was inadequate evidence to support that he had deliberately suppressed his medical condition. Forum held that the State Commission's decision was well appraised reasoned order, and no perversity was found for interference.

Jaina Construction Committee v. Oriental Insurance Company Ltd.⁶

The Court was deciding a case relating to theft of a Truck that was insured with Oriental Insurance Company Limited. During the pendency of the complaint before the District Forum, the Insurance Company repudiated the claim of the complainant vide its letter dated 19.10.2010, stating that there was a breach of a condition of the policy which mandated immediate notice to the insurer of the accidental loss/damage, and that the complainant had intimated about the loss on 11.04.2008 i.e. after the lapse of more than five months and, therefore, the Insurance Company had disowned their liability on the claim of the complainant. While the District forum allowed the Complaint, the NCDRC reversed the said finding.

In the case at hand, the FIR was lodged immediately on the next day of the occurrence of theft of the vehicle by the complainant. The accused were also arrested and charge sheeted, however, the vehicle could not be traced out. THE Apex Court held that of course, it is true that there was a delay of about five months on the part of the complainant in informing and lodging its claim before the Insurance Company, nonetheless, it is pertinent to note that the Insurance Company

⁵ 2022 SCC OnLine NCDRC 41

⁶ 2022 SCC OnLine SC 175

has not repudiated the claim on the ground that it was not genuine. It has repudiated only on the ground of delay. The Court, hence, concluded that when the complainant had lodged the FIR immediately after the theft of the vehicle, and when the police after the investigation had arrested the accused and also filed challan before the concerned Court, and when the claim of the insured was not found to be not genuine, the Insurance Company could not have repudiated the claim merely on the ground that there was a delay in intimating the Insurance Company about the occurrence of the theft. The Court, hence, set aside the order of NCDRC.

Kirti v. Oriental Insurance Company Ltd⁷

A motor vehicle accident claimed the lives of a man and his pregnant wife, leaving behind his parents and 2 children aged merely 3 and 4, Justice NV Ramana took the liberty to write a concurring opinion with respect to the issue of calculation of notional income for homemakers and the grant of future prospect with respect to them, for the purposes of grant of compensation. The Apex court observed the following things, Grant of compensation, on a pecuniary basis, with respect to a homemaker, is a settled proposition of law. Taking into account the gendered nature of housework, with an overwhelming percentage of women being engaged in the same as compared to men, the fixing of notional income of a homemaker attains special significance. It becomes a recognition of the work, labour and sacrifices of homemakers and a reflection of changing attitudes. It is also in furtherance of our nation's international law obligations and our constitutional vision of social equality and ensuring dignity to all. Various methods can be employed by the Court to fix the notional income of a homemaker, depending on the facts and circumstances of the case.

The Court should ensure while choosing the method, and fixing the notional income, that the same is just in the facts and circumstances of the particular case, neither assessing the compensation too conservatively, nor too liberally. The granting of future prospects, on the notional income calculated in such cases, is a component of just compensation. The court increased the total motor accident compensation of Rs 22 lakhs awarded by the Delhi High Court to Rs 33.20 lakhs.

⁷ 2021 SCC Online SC 3

ROLE OF REGULATORS IN RESOLVING DISPUTES

Insurance sector is an important and integral component of macro economy and has emerged as a dominant institutional player in the financial market. It influences the health of economy through its multi-dimensional role in savings and capital market. While the primary role of an insurance company is to provide insurance coverage for managing personal financial risks, it plays a very crucial role in promoting savings by selling a wide range of products and also actively contributing to the promotional substance in promotion and sustenance of the capital market of a country. In the emerging economy, characterized by the reduced role of state and declining state supported social security, the importance and the role of the insurance industry has increased significantly as a risk manager. Moreover, growing institutionalization of the financial market has also provided a momentum to boost the insurance companies. Therefore, a reassessment of the role of insurance in the context of the changing market and economic environment is required.

The world's one of the largest investments happens in insurance sector and it involves people's long term savings. At the same time there may be any mismanagement of funds with far reaching implications. So regulating the insurance sector is very essential. For this purpose Government of India enacted IRDA Act 1999, which opened up the insurance sector for the private participation and which impacted on the market structure parameters such as insurance penetration, insurance density and insurance market concentration.

Indian insurance industry which is integral part of financial sector consists of various stakeholders like insurance firms, insurance agents/advisors and policy holders/insurance investors. Insurance firms underwrite their policies and sell their policies to policy holders through insurance agents/advisors, who act as a vital link between firms and investors. The policy holders who purchase insurance policies with their saved amount with trust and confidence on the insurance firms. But the maturity time of the policies having a long gestation period, it is very important that insurance firms have to settle their claims at the end of the maturity time. Insurance firms should never become insolvent. Because of this all over the world insurance sector is heavily regulated to avoid any misuse of funds. The insurance sector in India also is regulated by IRDA regulation. Since insurance investors are the driving force of insurance sector, to protect the interest of the policy holders, IRDA brought many regulations relating to the firms, agents/advisors and policy holders.

The progress of the society largely depends upon proper application of the relevant law to the benefit of the society. The mere existence or creation of a new law or act by the legislature cannot solve the problems unless it is correctly interpreted and the benefit envisaged by the relevant law goes to the society as a whole. This is highly relevant in the case of insurance law which has emerged over the years. As far as the insurance which is based on the principle of utmost good faith requires that administration of the insurance contract should be performed not only with clean hands and un biased and should not be influenced by extraneous considerations. Otherwise the majority of the people will lose their trust in the concept of insurance.

Insurance in India has undergone a major transformation in the past decade. Before opening up of the insurance sector for private participation in 2000, State owned insurance companies enjoyed a virtual monopoly and the laws enacted primarily to suit the insurance companies. Now, with the entry of private sector insurance companies, the competition has reached such a feverish pitch that the interest of the policy-holder must be upheld by the regulations. Hence IRDA has made changes in the rules and regulations under it.

PROTECTION OF POLICY-HOLDER BY OMBUDSMAN:

The IRDA has come up with the new Insurance Ombudsman Rules, in the year 2017 with an objective to resolve all complaints of all personal lines of insurance, group insurance policies, policies issued to sole proprietorship and micro enterprises on the part of insurance companies and their agents and intermediaries in a cost effective and impartial manner. Any person who has a grievance against the insurer may himself or through the legal heirs make a complaint in writing to the Ombudsman within whose jurisdiction the branch or office of the insurer complained against is located. The complaint shall be in writing duly signed by the complainant or through his legal heirs and shall state clearly the name and address of the complainant, the name of the branch or office of the insurer against which the complaint is made, the fact giving rise to the complaint, supported by the documents, if any, relied on by the complainant, the nature and extent of the loss caused to the complainant and the relief sought from the Ombudsman.

In order that a complaint is entertained before the Ombudsman, the following conditions must be satisfied:(a)The complainant must have first exhausted the remedies available within the

insurance company for setting the grievance and approach the Ombudsman only if either the insurance company rejects the grievance or complainant not satisfied with the reply or the insurer fails to respond within one month of submission of the grievance; (b) No complaint can be preferred before the Ombudsman after one year from the date of rejection or final letter from the insurance company on the representation made by the complainant; and (c) If the complainant has not preferred alternative legal remedies and the proceedings are not pending before any Court or Consumer Forum. After hearing both the parties and the submissions made, the Ombudsman can make his recommendations on the case. Copies of recommendations shall be sent to the complainant and the insurance company concerned. Such recommendation shall be made not later than one month from the date of receipt of the complaint. If the complainant accepts the recommendation, a copy of the acceptance is communicated to the insurance company concerned. The insurer shall comply with the terms of recommendation not later than 15 days of receipt of the recommendation.³¹ Where the complaint is not settled by agreement, the Ombudsman shall pass an Award which shall be in writing shall state the amount awarded to the complainant. The amount of compensation shall not grant an award exceeding Rs. 20 lakhs (including ex-gratia and other expenses). All Awards shall be passed within 3 months of receipt of the complaint and issue a copy of the Award to both the insurer and complainant. The complainant shall furnish to the insurer within a period of one month of date of receipt of the award, a letter of acceptance that the award is in full and final settlement of the claim.

However, in reality, the Insurance Ombudsman reveals that this system needless to say aims to protect the interest of insurance policyholders, but it is suffering from some loopholes, *firstly*, the system of ombudsman could not gain popularity due to want of proper publicity, as a result of which in many cases the consumer of insurance are being deprived from this remedy; *secondly*, a complaint can only be filed before ombudsman after the exhaustion of all remedies against insurer. Further no remedies are available from this system, where the aggrieved insured sought any other legal remedy; and *thirdly*, weak enforcement mechanism of Ombudsmans order.

PROTECTION OF POLICYHOLDER UNDER THE MARINE INSURANCE ACT, 1963

The legal system of all jurisdiction recognized quasi contractual obligations which is based on the principle of unjust enrichment i.e. no one is allowed to be benefitted at the cost of other.

Indian Marine Insurance Act, 1963 adopts the principle and return the premium to the insured on the ground of excess payment or when the insurer avoids its liability.

Where the premium, or a proportionate part thereof, is, by this Act, declared to be returnable;

(a) if already paid, it may be recovered by the assured from the insurer, and,

(b) if unpaid, it may be retained by the assured or his agent.⁸

Similarly, where the policy contains a stipulation for the return of the premium, or a proportionate part thereof, on the happening of a certain event, and that event happens, the premium, or, as the case may be, the proportionate part thereof, is thereupon returnable to the assured. Where the consideration for the payment of the premium totally fails, and there has been no fraud or illegality on the part of the assured or his agents, the premium is thereupon returnable to the assured or Where the consideration for the payment of the premium is apportionable and there is a total failure of any apportionable part of the consideration, a proportionate part of the premium is, under the like conditions, thereupon returnable to the assured or In particular: (a) where the policy is void, or is avoided by the insurer as from the commencement of the risk, the premium is returnable, provided there has been no fraud or illegality on the part of the assured; but if the risk is not apportionable, and has once attached, the premium is not returnable; (b) where the subject-matter insured, or part thereof, has never been in perilled the premium, or, as the case may be, a proportionate part thereof, is returnable: Provided that where the subject-matter has been insured —lost or not lost, and has arrived in safety at the time when the contract is concluded, the premium is not returnable unless, at such time, the insurer knew of the safe arrival; (c) where the assured has no insurable interest throughout the currency of the risk the premium is returnable, provided that the rule does not apply to a policy effected by way of wagering; (d) where the assured has a defeasible interest which is terminated during the currency of the risk, the premium is not returnable; (e) where the assured has over-insured under an unvalued policy, a proportionate part of the premium is returnable; (f) subject to the foregoing provisions, where the assured has over-insured by double insurance, a proportionate part of the several premiums is returnable: Provided that, if the policies are effected at different times, and any earlier policy has at any time borne the entire risk, or if a claim has been paid on the policy in respect of the full sum insured thereby, no premium is returnable in respect of that policy, and when the double insurance is effected knowingly by the assured no premium is returnable.

⁸ Marine Insurance Act, 1963, Section 82.

PROTECTION OF POLICYHOLDERS UNDER THE IRDAI (PROTECTION OF POLICYHOLDERS' INTERESTS) REGULATIONS, 2017

In the year 2017, The IRDA has came up with the (Protection of Policyholders' Interests) Regulations with an objective to ensure that interests of insurance policyholders' are protected, to ensure that insurers, distribution channels and other regulated entities fulfil their obligations towards policyholders and have in place standard procedures and best practices in sale and service of insurance policies, to ensure policyholder-centric governance by insurers with emphasis on grievance redressal. These Regulations apply to all insurers, distribution channels, intermediaries, insurance intermediaries, other regulated entities and policyholders.

The IRDA of India (Protection of Policyholders Interest) Regulation, 2017 is the only measure which directly aims to protect the interest of policy holders. However, this is not free from loopholes though the regulation ensures formulation of board approved policy for protection of policy holders interest by all insurers, but in reality either no such policy is formulated or if formulated lacks proper enforcement mechanism; secondly, this regulation provides standards to be adopted in a prospectus of any insurance product, but in many cases it is observed that these standards are not followed; thirdly, this regulation provides for free look period of 15 days for cancellation of life insurance policy, this important provision has lost its relevance as this provision is not popular amongst the insured, and lastly, this regulation provides for minimum time period for settlement of claim in life, general and health insurance policies, but it has been noticed that the insurers do not adhere to this time frame.

But despite the efforts, the Insurance sector still plays a money yielding beneficial sectors for the Insurers and policy holder lose confidence. The purchasers of insurance policy have to face lot of problems at the time of getting the payment. He has to go to court or reach to Consumer forum to get his rights enforced in the Insurance sector

CONCLUSION AND RECOMMENDATIONS

Insurance is a contract whereby one person called the insurer undertakes in return for the agreed consideration called the premium, to pay another person, called insured, a some of money or its equivalent on the happening of a specified event. It can also be defined as a method of spreading over a large number of person's a possible financial loss too serious to be

conveniently born by an individual. Therefore, insurance is a social device, whereby uncertain risk of individuals may be combined in group and thus made more certain; small periodic contribution by the individual providing a fund out of which those who suffer losses may be reimbursed.

Insurance law in our country is spread through a number of legislation, regulations and judicial decisions. At present, insurance law is regulated under the Insurance Act, 1938, Life Insurance Corporation Act, 1956 General Insurance Corporation (Nationalization) Act, 1972, Marine Insurance Act, 1963, Public Liability Act, 1991, Motor Vehicle Act, 1988, Insurance Regulatory and Development Authority of India Act, 1999, Consumer Protection Act, 1986 and Indian Contract Act, 1872 etc. The IRDAI has also framed a series of Regulations in different areas of insurance. Judicial Decisions delivered by Supreme Court, High Courts and Consumer forum have also expound the law relating to insurance in India. The study reveals that there is a lack of an integrated and holistic approach towards insurance regulation. The segmented or compartmentalized approach makes the insurance legal regime complex, critical, cumbersome and difficult to implement. In the recent times, there is trend of making laws comprehensive and holistic.

Therefore, the insurance industry needs to engage in serious dialogue on a regular basis with consumer bodies and other interested parties on issues such as access for the less affluent and general consumer confidence. There is a need for the industry, the regulator and consumers to establish a collective, forward-looking joint agenda. This should particularly focus on how the industry can better serve its customers. The IRDA may consider establishing a broad ranging forum, including representatives from all parts of the industry, consumer groups, the IRDA and Government. This should meet regularly with the aim of agreeing priorities, monitoring progress, giving early warning of problems that might be arising and thereby, adding teeth to the regulations to ensure consistency and transparency in disclosure and speedy claims settlement.

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