

Insurance policy – Non communication of special terms of policy – Evidence – Deceased account holder of bank – Policy taken by bank – Insurance cover was governed by a policy between the bank and the insurance company – The terms of the insurance cover had to be specifically communicated to the account holder – Account holder had to be put on notice that the insurance cover would become available only after a transaction took place of the nature spelt out in the special conditions of the insurance policy – Insistence on communication to the account holder is necessary because the policy was issued to the bank by the insurer – The account holders are beneficiaries of the policy – Complainants case that only the covering letter indicating an insurance cover against personal accident was provided and that neither the insurer nor the bank had ever furnished the insurance policy, its terms and conditions – Bank did not choose to defend the proceedings at all – The insurer who also belongs to the HDFC group could well have applied for a summons to be issued to the bank for production of its records in the course of the evidence which would establish as to whether the debit card usage guide had been made available to the account holder – In the absence of such a course of action being adopted, the case of the appellant as set out in the complaint remained uncontroverted – Consequently, unless the respondents were able to establish on a cogent basis that the special conditions of the policy which was issued by the first respondent to the second respondent were drawn to the notice of the account holder for whose benefit the insurance cover extended, the claim ought not to have been rejected – Finding of NCDRC that the forwarding letter referred to the usage guide and if the guide had not been furnished, the deceased account holder would in the ordinary course of human conduct have written to the bank complaining that usage guide had not been made available was contrary to the specific averment in the consumer complaint – Held entitled to the award of the basic claim in the amount of Rs 5 lakhs together with interest as directed by the District Forum alongwith interest @ 9% per annum – Consumer Protection Act, 1986 – Banking .

[\(2022-1\)205 PLR 709 \(SC\) 202 , 2022 Scej 0277 , 2022 PLRonline 8802](#)

[.Anju Kalsi v. HDFC Ergo General Insurance Company Limited, \(2022-1\)205 PLR 709 \(SC\) 202 , 2022 Scej 0277 , 2022 PLRonline 8802](#)