

Insurance - Repudiation - An insurance company cannot travel beyond the grounds mentioned in the letter of repudiation - If the insurer has not taken delay in intimation as a specific ground in letter of repudiation, they cannot do so at the stage of hearing of the consumer complaint before NCDRC.

Held, Insofar as issue no. (2) is concerned it is undisputed that the letter of repudiation did not even remotely mention anything about violation of duration clause stipulated in Clause (6) (i) of the General Conditions of Policy. The Respondent-insurer repudiated the claim solely on the ground that since spontaneous combustion did not result into fire and loss had not been caused by fire as stipulated by policy conditions, there was no liability under the policy. It was for the first time the respondent-insurer raised the issue of delayed intimation of claim and violation of stipulation of Clause 6(i) of the General Conditions of Policy in its reply filed before NCDRC.

read [HERE](#)

[Subscribe to read full notes and judgment](#)

[PLRonline 1312301](#)