IN THE CONSUMER DISPUTES REDRESSAL COMMISSION, THRISSUR

Present : Sri. C.T. Sabu, President
Smt. Sreeja. S., Member
Sri. Ram Mohan R., Member

27th day of July 2026
CC 452/18 filed on 08/08/18

Complainant : Rama Wilson, Kalalayam Apartments, Puthoorkkara, Ayyanthole P.O., Thrissur.
(By Adv. A.D. Benny, Thrissur)

Opposite Party : Manager, United India Insurance Co. Ltd., Park House building, 2nd Floor, Round North, Thrissur – 680 001.
(By Adv. Joshy Jose, Thrissur)

F I N A L O R D E R

By Sri. Ram Mohan R, Member :

1) Complaint in brief, as averred :

The complaint is filed under Section 12(1) of the Consumer Protection Act, 1986. The complainant is the owner of a residential flat, which was insured with the opposite party insurer, the policy number, concerned, being 100600/11/11/11/00001185. During the currency of the policy, the floor tiles of the flat sustained damage, allegedly due to heat. The complainant preferred a claim for reimbursement of the loss inflicted, which was statedly Rs.56,245/- (Rupees Fifty-six thousand two hundred and forty-five only). The opposite party orally repudiated the claim on unfounded grounds. A lawyer notice caused by the complainant statedly evoked no result. The complainant alleges fault and imperfection on the part of the opposite party. Hence the complaint. The complainant prays for an order directing the opposite party to pay her the claimed sum, apart from other reliefs of compensation and costs.

2) <u>NOTICE :</u>

Commission having issued notice, the opposite party filed their written version and contested the complaint.

3) <u>Version of the opposite party :</u>

The opposite party admits the policy and states that it was a "Standard Fire and Special Perils policy". They aver that the alleged damage was not due to the operation of fire and allied perils. They also aver that the Surveyor who surveyed the insured flat reported that the damage cannot be attributed to the insured peril and that defective workmanship is a contributory reason for the same. It was also averred that the Surveyor assessed a maximum loss of Rs.35,260/- (Rupees Thirty-five thousand two hundred and sixty only) only. So, it is the stance of the opposite party that the reason for the damages are over-heat and defective workmanship and hence the incident is not covered under the policy.

4) <u>Evidence :</u>

The complainant produced documental evidence that had been marked Exts. P1 to P4, apart from affidavit and notes of argument.

The opposite party produced documental evidence that had been marked Exts. R1 to R, Ext. R1 having been marked 'Subject to Proof'. The opposite party also swore affidavit, apart from filing notes of argument.

5) <u>Deliberation of evidence and facts of the case :</u>

The Commission has very carefully examined the facts and evidence of the case. Ext. P1 is copy of STANDARD FIRE AND SPECIAL PERILS POLICY, with Policy No.100600/11/11/11/00001185. Ext. P2 is copy of lawyer notice. Ext. P3 is Postal Receipt. Ext. P4 (SP) comprises photographs.

Ext. R1 is copy of STANDARD FIRE AND SPECIAL PERILS POLICY, with Policy No.100600/11/11/11/00001185. Ext. R2 (SP) is copy of Surveyor Report dtd. 09/06/2018 with reference No. 319/UIIC/FIRE/2018. Ext. R3 is letter of repudiation dtd.03/09/2018 bearing No.1006001118C050008001/2018 issued by the opposite party, addressed to the complainant.

6) Points of deliberation :

(i) Whether the repudiation of the insurance claim is justified ?
If in the negative ;

(ii) Whether the complainant is entitled to reimbursement of the claimed sum ?

(iii) Whether the complainant is entitled to receive compensation from the opposite party ? If so its quantum ?

(iv) Costs ?

7) Point No.(i) :

There is no dispute that the insurance policy was valid and subsisting on the date of occurrence. It is also not disputed the damage to the floor tiles occurred during the currency of the policy. The controversy is confined to the grounds on which the claim was repudiated. Ext. R3 letter of repudiation reveals that the complainant's claim was repudiated for the sole reason that the flooring tiles ruptured due to over-heat and defective workmanship as affirmed by the insurance Surveyor. Clause I of Ext. P1/ Ext. R1 Policy reads as follows :

"Fire : Excluding destruction or damage caused to the property insured by

a) i) its own fermentation, natural heating or spontaneous combustion.

ii) its undergoing any heating or drying process.

b) *burning of property insured by order of any Public Authority."*

It is evident from the above that the insurer's principal contention is that the damage was caused by natural heating. The expression "natural heating" ordinarily refers to spontaneous generation of heat by insured property itself, as is commonly noticed in coal, hay, oily subsistences, chemicals and similar materials. Floor tiles are incapable of generating heat by themselves. They can be heated only by an external source. Hence, the damage alleged in the present case cannot, by any reasonable interpretation, be brought within the exclusion relating to 'natural heating'.

It is well settled that exclusion clauses in insurance contracts are required to be construed strictly and the burden lies upon the insurer to establish that the case falls squarely within the exclusion. The opposite party has failed to discharge that onus on their part.

The 2^{nd} ground urged is that the damage was due to poor workmanship. In support of both the above contentions, the opposite party relied upon a copy of the surveyor's report. However, the surveyor was not examined before the Commission. The said Ext. R2 report was marked only subject to proof and was never proved in accordance with law. The author of the document alone could have spoken to the factual observations and technical conclusions contained therein. In the absence of such evidence, the report cannot be treated as substantive evidence.

Consequently, the pleas regarding over heating/natural heating, poor workmanship and even the alleged assessment of loss at Rs.35,260/- (Rupees Thirty-five thousand two hundred and sixty only) remained unsubstantiated. The repudiation of the claim, therefore, cannot be sustained and amounts to deficiency in service.

Point No.(i) is thus proved in the negative.

8) Point No (ii), (iii) & (iv) :

The complainant has claimed Rs.56,245/- (Rupees Fifty six thousand two hundred and forty-five only) towards the damage caused to the floor tiles. However, except the bald averments, no estimate, repair bills, invoice, evaluation certificate or other documentary evidence has been produced to establish the actual cost of repairs or replacement.

Once the Ext. R2 Surveyor's report is excluded from consideration for want of proof, this Commission cannot selectively rely upon the assessment allegedly made therein. Equally, in the absence of satisfactory evidence from the complainant regarding the actual quantum of loss, we cannot mechanically award the entire amount claimed.

Consumer proceedings are summary in nature and intended to provide substantial justice. Where liability is established but precise quantification is not possible due to absence of satisfactory evidence, this Commission is not powerless to grant reasonable compensation having regard to the facts and circumstances of the case.

The complainant asks for a compensation worth Rs.10,000/- (Rupees Tent thousand only). Considering that the occurrence of damage during the policy period is undisputed, that the repudiation was unjustified, and that the complainant has nevertheless failed to establish the precise extent of pecuniary loss, we are of the considered view that the ends of justice would be adequately served by awarding the asked compensation of Rs.10,000/- (Rupees Ten thousand only). The complainant is also entitled to a sum of Rs.10,000/- (Rupees Ten thousand only) towards costs.

In the result, the complaint is partly allowed and the opposite party is directed to pay the complainant :

a) a sum of Rs.10,000/- (Rupees Ten thousand only) as lumpsum compensation, and

b) a sum of Rs.10,000/- (Rupees Ten thousand only) towards costs,

both with 9% interest p.a. from the date of filing of the complaint till the date of realisation. The opposite party shall comply with the above direction within 30 days of receipt of copy of this order.

Dictated to the Confidential Assistant, transcribed by her, corrected by me and pronounced in the open Commission this the 27th day of July 2026.

Sd/-	Sd/-	Sd/-
Sreeja S.	Ram Mohan R	C. T. Sabu
Member	Member	President

Appendix

Complainant's Exhibits :

Ext. P1 copy of STANDARD FIRE AND SPECIAL PERILS POLICY, with Policy No.100600/11/11/11/00001185.
Ext. P2 copy of lawyer notice.
Ext. P3 Postal Receipt.
Ext. P4 (SP) comprises photographs.

Opposite Party's Exhibits :

Ext. R1 copy of STANDARD FIRE AND SPECIAL PERILS POLICY, with Policy No.100600/11/11/11/00001185.
Ext. R2 (SP) copy of Surveyor Report dtd. 09/06/2018 with reference No. 319/UIIC/FIRE/2018.
Ext. R3 letter of repudiation dtd.03/09/2018, bearing No.1006001118C050008001/2018 issued by the opposite party, addressed to the complainant.

Id/-
Ram Mohan R
Member

//True copy//

Assistant Registrar

Scs