

**POLICYHOLDER'S PROTECTION POLICY – LIBERTY GENERAL INSURANCE LIMITED**

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**\*Name of policy changed from Grievance Redressal Policy to Policyholder's Protection Policy**



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**1. Background:**

Insurance is a legal contract between the Insurer and the Insured, wherein the Insurer promises to make good the loss suffered by the Insured for a price known as premium. Insurance protects people from the financial costs resulting from loss of life, health, lawsuits, or property damage etc. In providing the insurance services to the Customers there could be occasions wherein the Insured is not happy or satisfied with the service received from the Insurance Company either directly or indirectly through its Agents and or distribution channel. Hence, there is a need to provide a policy framework to deal with complaints/grievances of the Customers.

With the objective of protecting the interests of the Policyholders the insurance regulator, IRDAI has framed (Protection of Policyholders' Interests, Operations and Allied Matters of Insurers) Regulations, 2024 (the Regulations) and circulars and guidelines issued from time to time. The Regulation requires insurance companies to put in place policies, proper procedures, /and effective mechanisms to address complaints and grievances of policyholders efficiently and with speed.

Liberty General Insurance Limited (the Company) has formulated a Policyholder's Protection Policy (Policy).

**2. Effective date for implementation of the policy:**

The effective date of the Policy shall be the date of approval by the Board of Directors of the Company. The Company shall periodically review the Policy from time to time in accordance with the IRDAI regulations in this regard.

**3. Objective of the policy:**

The key objective of the Policy is to provide a mechanism to speedily process the service requests and redress the grievances and complaints of the customers to their satisfaction in accordance with the applicable laws and to educate prospects and policyholders about insurance products, benefits, and their rights and responsibilities.

**4. Scope:**

The Policy shall cover the service requests, complaints/grievances received from Policyholders and beneficiaries under the insurance policies issued by the Company relating to the issuance, servicing, claims, and other issues pertaining to insurance policies. The Policy specifically excludes Inquiry.

**5. Definitions & abbreviation:**

- a) **Authority** shall mean the Insurance Regulatory and Development Authority of India (IRDAI) established under sub-section (1) of Section 3 of the IRDA Act, 1999.
- b) **Bank Rate** means Bank rate fixed by the Reserve Bank of India (RBI) which is prevalent as on 1<sup>st</sup> day of the financial year in which the claim has fallen due.
- c) **Company** means Liberty General Insurance Limited, incorporated under the provisions of the Companies Act, 1956 and registered with the Authority as an Insurer.
- d) **"Complainant"** means a policyholder or prospect or any beneficiary of an insurance policy who has filed a complaint or grievance against an insurer or a distribution channel.
- e) **"Complaint" or "Grievance"** means written expression (includes communication in the form of electronic mail or voice based electronic scripts) of dissatisfaction by a complainant with respect to solicitation or sale or purchase of an insurance policy or related services by insurer and /or by distribution channel.

Explanation: An inquiry or service request would not fall within the definition of the “complaint” or “grievance”.

- f) **Designated Grievance Officer** shall mean the official appointed by the Company in each branch to redress the grievance of the Complainant.
- g) **Distribution Channels** include insurance agents, intermediaries or insurance intermediaries, and any persons or entities authorized by the Authority to involve in sale and service of insurance policies.
- h) **Grievance Redressal Officer (GRO)** shall mean the senior level official appointed by the Company at the corporate office.
- i) **Inquiry** means any communication from a customer for the primary purpose of requesting information about a company and/or its services.
- j) **Mis-selling** includes sale or solicitation of policies by the insurer or through distribution channels, directly or indirectly by
  - a. exercising undue influence, use of dominant position or otherwise, or
  - b. making a false or misleading statement or misrepresenting the facts or benefits, or
  - c. concealing or omitting facts, features, benefits, exclusions with respect to products, or
  - d. not taking reasonable care to ensure suitability of the policy to the prospects/policyholders.
- k) **Policy** shall mean this ‘Complaints and Grievance Redressal Policy’ of the Company, as amended from time to time.
- l) **Proposal form** means a form to be filled in by the prospect in physical or electronic form, for furnishing the information including material information, if any, as required by the insurer in respect of a risk, in order to enable the insurer to take informed decision in the context of underwriting the risk, and in the event of acceptance of the risk, to determine the rates, advantages, terms and conditions of the cover to be granted.
- m) **Prospect** means any person who is a potential customer of an insurer and likely to enter an insurance contract either directly with the insurer or through a distribution channel.
- n) **Request** means any communication from a customer soliciting a service such as a change or modification in the policy.
- o) **Solicitation** means the act of approaching a prospect or a policyholder by an insurer or by a distribution channel with a view to persuading the prospect or a policyholder to purchase or to renew an insurance policy.
- p) **Unfair trade practice** shall have the meaning ascribed to such term in the Consumer Protection Act, 2019, as amended from time to time.

#### 6. **Steps taken to prevent mis-selling:**

- The Company shall always provide complete information during policy solicitation and that the prospects are fully informed of the benefits of the product being proposed and the corresponding terms and conditions.
- Prospectus, Advertisements, marketing material, etc., shall be designed to provide in a clear and transparent manner, all benefits, exclusions, and conditions of the insurance cover to enable the prospect to take informed decision.
- Product training for all customer facing employees, agents, and other intermediaries.
- Insurance awareness activities to educate policyholders and the general public.
- Any other activities as may be deemed fit.

#### 7. **Insurance awareness initiatives:**

The Company has in place a separate Insurance Awareness Policy which outlines the initiatives to be undertaken by the Company for creating awareness amongst the public related to insurance products, benefits, their rights, and responsibilities.

**8. Claim settlement:**

The Company believes that a “settled claim is the best claim” – Every effort should be made to proactively settle all the claims in a transparent, just & equitable manner. Hence, the Company had put in place robust systems and procedures for speedy and fair settlement of claims and ensuring compliance with the timelines prescribed by the Authority.

Policyholders/Claimants can notify the claim through any of the following options:

- Calling us at 1800 266 5844
- Through website [www.libertyinsurance.in](http://www.libertyinsurance.in)
- By writing to [care@libertyinsurance.in](mailto:care@libertyinsurance.in)
- Written information to any of our branch offices

Detailed claim procedure is also published on the Company website for easy reference of the policyholders.

Liberty365 - The claims services are available 365 days including weekends and holidays.

The Company has a tie-up with 5000+ hospitals and garages across India on its network to provide cashless claim settlement.

**9. Service requests:**

During the term of the policy, Policyholders can change the details already provided to the insurer such as address, contact details, nominee details, etc. When such requests are received from the policyholder, Insurers shall acknowledge the same immediately and update the changes requested for within 7 days.

The Customer may register any post policy issuance service request concerning mistake in policy, claim related, or any other service requests through any of the following platforms:

- Visiting the branch office
- Call Center (Toll free helpline) 1800 266 5844 (accessible from any Mobile and Landline within India)
- Email – [care@libertyinsurance.in](mailto:care@libertyinsurance.in)
- Company website [www.libertyinsurance.in](http://www.libertyinsurance.in)

The model service requests, and their turnaround time (TAT) are provided in Annexure I. TAT for servicing Policyholders is provided in Annexure II.

**10. Complaint / Grievance:**

Where the policyholder/ beneficiary is not satisfied with the services of the insurer or the distribution channel, he/ she can lodge the complaints directly with the insurer

The Complainant can lodge his/her Complaint/Grievance with any of the following:

- Call Center (Toll-free helpline) 1800 266 5844
- Email – [care@libertyinsurance.in](mailto:care@libertyinsurance.in)
- Designated email ID for Senior Citizen Customers: [seniorcitizen@libertyinsurance.in](mailto:seniorcitizen@libertyinsurance.in)
- Designated Grievance Officer in each branch.

- Company website [www.libertyinsurance.in](http://www.libertyinsurance.in)
- Bima Bharosa portal of IRDAI
- By sending a written communication.
- Grievance Redressal Officer

## 11. **Complaint handling:**

### i. Complaints and Grievance Redressal Team

The Complaints & Grievance Redressal Team will be responsible for handling, management, and redressal of all Customer complaints received by the Company. Any complaint received by the Company in any mode (including letters, phone calls, e-mails, etc.) shall be referred to this team within 24 hours from the time of the receipt of the Complaint through the Customer Relationship Management System (CRM). This Team shall follow the below procedure/s for resolving the complaint.

### ii. Intimation of complaint

On receipt of a complaint, the Complaints & Grievance Redressal Team shall take the following steps:

The complainant will have to be given an acknowledgment immediately. The company should provide a resolution to the complaint within 14 days along with the reasons for not accepting the complaint with specific reference to the relevant terms and conditions of the policy.

- The acknowledgment shall mention the unique reference number recorded in the CRM, grievance redressal procedure, and the time limit for resolution of the same.

### iii. Complaint resolution

The Company shall endeavor to resolve the Complaint/Grievance within 14 days from the date of receipt of Complaint/Grievance. . The Complaints & Grievance Team shall communicate the Company's decision and the same would inter-alia contain the following:

- The details of the resolution offered or reasons of rejection.
- Process to pursue further if the complainant is dissatisfied with the resolution.

The Complaints & Grievance Team shall treat the Complaint/Grievance as closed if there is no response from the Complainant to the communication sent by the Company, within eight (8) weeks from the date of receipt of the said communication.

### iv. Escalation:

In case the Complainant is not satisfied with the response / resolution given / offered by the Complaints & Grievance Redressal Team, then the complainant can escalate his complaint/grievance to [Manager@libertyinsurance.in](mailto:Manager@libertyinsurance.in) and further to [ServiceHead@libertyinsurance.in](mailto:ServiceHead@libertyinsurance.in), in case of unsatisfactory reply. The Complainant can further escalate by writing to the Grievance Redressal Officer of the Company at [gro@libertyinsurance.in](mailto:gro@libertyinsurance.in). The complainant can also communicate in writing to address:

Grievance Redressal Officer  
Liberty General Insurance Limited  
Bearing No. GB-1B, Ground Floor,  
High Street cum Highlighted Corporate Centre,

### v. Kapurbawadi Junction, Majiwada, Thane-West- 400607 Office of the Insurance Ombudsman:

With the objective of amicable settlement of all complaints relating to settlement of claims arising out of insurance contract, the Central Government had notified the Insurance Ombudsman Rules, 2017 as amended from time to time ('the Rules'). The Rules inter-alia provide for establishment of Insurance Council comprising of representatives of all insurance companies. In terms of Rule 5 of the Rules, the Executive Council of Insurers shall appoint one or more persons as the Ombudsman for achieving the objectives of the Rules.

As per the provisions of Rule 13 of the Rules, any person who has a grievance against an insurer, may himself or through his legal heirs, nominee, or assignee, make a complaint in writing to the Insurance Ombudsman within whose territorial jurisdiction the branch or office of the insurer complained against or the residential address or place of residence of the complainant is located. Such complaints shall be in writing, duly signed by the complainant or through his legal heirs, nominee or assignee and shall state clearly the name and address of the complainant, the name of the branch or office of the insurer against whom the complaint is made, the facts giving rise to the complaint, supported by documents, the nature and extent of the loss caused to the complainant and the relief sought from the Insurance Ombudsman.

The updated list of Insurance Ombudsman(s) is available at <https://www.cioins.co.in/> and company website [www.libertyinsurance.in](http://www.libertyinsurance.in)

Accordingly, in case even after escalating the Grievance / Complaint as provided under Para 9.4 above, if the Customer is not satisfied with the resolution, then he may approach the office of the Insurance Ombudsman for redressal of his Complaint / Grievance.

It is pertinent to note that:

1. The Ombudsman will not entertain any complaint unless the complainant had, before making a complaint to the Ombudsman, made a written representation to the Company and either the Company had rejected the complaint or the complainant had not received any reply within a period of one month after the Company received his representation or the complainant is not satisfied with the reply given to him by the Company.
2. The complaint to the Ombudsman shall be made within a period of one year after the Company had rejected the representation of the complainant or after receipt of decision of the Company which is not to the satisfaction of the complainant.
3. The complaint is not on the same subject matter, for which any proceedings are pending before any court or consumer forum or arbitrator.

**12. Closure of Grievance:**

The Company shall consider the Complaint as disposed of and closed when:

- The Company has acceded to the request of the Complainant fully.
- Where the Complainant has indicated in writing, acceptance of the response of the Company.
- Where the Complainant has not responded to the Company within 8 weeks of the Company's written response.

**13. Publicizing Grievance redressal Procedure:**

The Company shall adequately publicize its grievance redressal policy at the branches and shall upload the same on its website i.e., [www.libertyinsurance.in](http://www.libertyinsurance.in)

**14. Policyholder Protection, Grievance Redressal and Claims Monitoring Committee:**

The Company shall constitute **Policyholder Protection, Grievance Redressal and Claims Monitoring Committee** to monitor the effective implementation of this policy.

**15. General**

- The Company shall ensure that no point of sales/ sales manager mis-sell the Company Policies. To ensure compliance, the welcome call will be made to select policyholders, to cross verify the information provided to the prospect at the time of sale.
- Appropriate action will be taken in respect of all proven mis-selling cases.

**CITIZENS' CHARTER**

Our Vision:

To develop loyal customers by meeting & exceeding customer's expectations across all touch points. We will achieve this vision by being First Time Right, Consistent & Prompt through an Empowered Service Culture. **In our endeavor to provide quality Customer Experience, below touch points are available for the customers to avail information or raising their concerns**

- Call Center (Toll-free helpline) 1800 266 5844; 8 am to 8 pm
- Email – care@libertyinsurance.in
- Designated email ID for Senior Citizen Customers: [seniorcitizen@libertyinsurance.in](mailto:seniorcitizen@libertyinsurance.in)
- Grievance Redressal Officer and Designated Grievance Officer in each branch.
- By sending a written communication
- Website www.libertyinsurance.in
- Branch Offices

The company shall adhere to below servicing parameters and Turnaround Time (TATs) while servicing customers (Refer Schedule A)

**Schedule A**

S.No.	Service	Description of item of service	Regulatory turnaround time
1	New Business Proposal processing	Processing of Insurance Proposal and seeking further requirements for consideration of the proposal	7 days
		Decision on proposal from the date of receipt of proposal or from the date of receipt of additional requirement whichever is later	
		Providing copy of the policy along with the proposal form	15 days
2	Post Policy Service	Post Policy Service Requests concerning	7 days



	Request	mistakes / corrections in the Policy document	
3	Policy Servicing	<p>Change of Address (<b>KYC Norms to be complied</b>)</p> <p>Registration /Change of Nomination,Assignment.</p> <p>Alteration in Original Policy conditions (where applicable)</p> <p>Change of location of risk</p> <p>Inclusion of new member in case of group policies</p> <p>Any other non-claim related changes</p> <p>Cancellation of policy and refund of premium</p> <p>Appointment of Surveyors (through Tech based solution)</p>	24 hours
4	Claims	<p>Submission of final report after receiving Insurer's request</p> <p>Communicating acceptance or rejection of the claim</p>	<p>15 days</p> <p>7 days</p>
5	Auto Action by the Insurer	Premium Due Intimation	One month before Premium Due Intimation due date
6	Complaints	<p>Acknowledgement to complainant</p> <p>Action on Complaint &amp; Intimation of Decision to the complainant</p> <p>If complaint is NOT resolved by the Insurer, <b>communicate the details to the Policyholder</b> of options including referring to <b>Insurance Ombudsman</b> complaint. * / Consumer Court.</p>	<p>Immediately</p> <p>14 days</p> <p>14 days from original date of receipt of the complainant*</p>
	Health Claims	Acceptance of cashless claims <b>by TPA</b> /company to Hospital and communicate to them	<b>1 hour</b>
		<b>TPA's offer of settlement to the Insurer I</b> Hospital after submission of document	<b>3 hours</b>

		Settlement of claims (other than cashless)	<b>15 days</b>
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\*(The policyholder may approach the Insurance Ombudsman if his/ her complaint is **not** resolved within 30 days or if the decision of the company is not acceptable to the policyholder.)

**Expectation from the Policyholder –**

1. Immediate intimation of claims in writing.
2. Preservation of Salvage.
3. Filing of first information report with Police Authorities
4. In case of Fire, Theft and Accidental Death claims
5. Preservation of recovery rights by filing claims with carriers in case of marine claims
6. Intimating the Fire brigade and obtaining Fire brigade report.
7. Preservation of all records for Company's verification.

**NOTE:** For detailed information regarding other related documents required for claims, reference may be made for policy document and / or Claim procedure manual available in their website.

\*\* Wherever are servicing TATs are not provided, it shall be considered as complaint and shall be resolved within 14 days.