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COMPULSORY MOTOR INSURANCE AND OCCUPANT COVERAGE: THE NEED FOR REGULATORY ALIGNMENT IN INDIA

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Abstract

The Motor Vehicles Act, 1988 establishes a compulsory insurance regime intended to ensure that victims of road accidents receive timely and effective compensation. While the statutory framework, particularly Section 147, mandates insurance against liability for death or bodily injury to “any person,” practical implementation has revealed a structural gap between legislative intent, historical tariff-based product architecture, regulatory practice, and judicial interpretation. This gap is most evident in relation to authorised occupants of private vehicles and pillion riders of two-wheelers, whose coverage is often made contingent upon Comprehensive/Package policies or confined to fixed-sum Personal Accident benefits, rather than being treated within the framework of indemnificatory statutory liability insurance.

The resulting divergence has led to public confusion, inconsistent adjudicatory outcomes, and recurrent litigation in which compensation is awarded by tribunals but indemnification is denied based on policy structure, thereby shifting liability onto private vehicle owners. This issue does not arise from any inherent deficiency in the statutory scheme, but from the manner in which the law has been operationalised through product design and regulatory practice.

In this context, the use of Public Interest Litigation (PIL) emerges as an appropriate constitutional mechanism to seek harmonisation of statutory intent with regulatory implementation. By invoking judicial oversight, PIL can facilitate clarification, standardisation, and alignment across the legal and insurance framework. This article examines the origins of the existing gap, analyses its implications, and argues that a comprehensive regulatory review, guided, if necessary, through judicial intervention, is essential to ensure that compulsory motor insurance fulfills its intended social purpose in a consistent, transparent, and victim-centric manner.

I. Introduction: The Illusion of Universal Protection

Motor insurance in India is commonly perceived as a comprehensive protective mechanism designed to ensure that victims of road accidents receive adequate compensation. The statutory requirement of compulsory third-party insurance under the Motor Vehicles Act, 1988 fosters a natural expectation among vehicle owners and the general public that any individual injured in a motor accident will be protected through insurance coverage.¹ However, this expectation does not always translate into practical outcomes, particularly in cases involving authorised occupants of private vehicles and pillion riders of two-wheelers.

The divergence between expectation and reality is neither incidental nor isolated. It reflects a deeper structural issue arising from the interaction between statutory provisions, historically evolved product architecture, and judicial interpretation.² As a consequence, individuals placed in similar factual circumstances may experience markedly different legal and financial outcomes depending on the nature of the insurance policy governing the vehicle involved. This inconsistency not only affects accident victims but also exposes vehicle owners to unexpected liabilities and contributes to avoidable litigation.

The issue, therefore, is not merely one of legal interpretation but of systemic alignment. The statutory framework envisages a broad and inclusive protective regime, while the operational structure of insurance products has evolved along more segmented lines. This gap between statutory intent and practical implementation lies at the heart of the occupant-coverage problem.

II. Statutory Framework: The Breadth of “Any Person”

The foundation of compulsory motor insurance in India is rooted in Sections 146 and 147 of the Motor Vehicles Act, 1988. Section 146 mandates that no motor vehicle shall be used in a

public place unless there is in force a policy of insurance complying with the requirements of the Act.³ Section 147 further provides that such a policy must insure against liability arising out of death or bodily injury to “any person” caused by the use of a motor vehicle.⁴

The statutory expression “any person” is notably expansive. It does not draw distinctions between different categories of individuals such as pedestrians, passengers, or occupants of the insured vehicle.⁵ The legislative intent appears to be clearly victim-centric, aiming to ensure that all persons affected by motor accidents are able to obtain compensation through an enforceable insurance mechanism.

At the same time, the Act does not prescribe the precise manner in which such coverage is to be structured within insurance products. It does not define categories such as Act-only policies or Comprehensive policies, nor does it specify how different classes of persons are to be treated within policy design. This absence of structural prescription has allowed insurance products to evolve through tariff-based frameworks and regulatory practices, sometimes resulting in outcomes that do not fully align with the breadth of statutory language.

This gap between legislative abstraction and operational specificity forms the starting point of the occupant-coverage issue.

III. Product Architecture and the India Motor Tariff

Motor insurance products in India have historically evolved under the framework of the India Motor Tariff (IMT), which provided a structured system of endorsements to classify and manage risks.⁶ Within this framework, a significant doctrinal distinction developed between indemnificatory legal liability coverage and benefit-based Personal Accident (PA) cover.

Liability insurance operates on the principle of indemnity. Under this model, the insurer undertakes to compensate the insured for liabilities that are imposed by law, typically determined through adjudication by Motor Accident Claims Tribunals.⁷ The insurer effectively steps into the shoes of the insured and discharges the legally enforceable obligation to compensate the victim.

In contrast, Personal Accident cover is structured as a fixed-benefit mechanism. It provides predetermined compensation upon the occurrence of specified events such as death or disability, irrespective of judicial determination or proof of negligence.⁸ Unlike liability insurance, it is not designed to respond to legal liability but to provide limited financial assistance based on contractual terms.

The IMT explicitly recognises legal liability coverage for certain categories, particularly those

linked to statutory obligations, such as paid drivers and employees.⁹ These endorsements reflect situations where liability arises by operation of law and must be indemnified accordingly. However, in the case of authorised occupants of private vehicles and pillion riders of two-wheelers, the framework has largely relied on PA-based structures rather than extending full indemnificatory liability coverage.¹⁰

This distinction, though historically grounded in actuarial and tariff considerations, has created a structural asymmetry within the insurance framework. Individuals affected by similar accidents may receive fundamentally different forms of protection depending on how they are classified within policy design.

In broad conceptual terms:

- I. **Legal Liability cover** is an indemnity cover. It responds when the insured becomes *legally liable to pay compensation* (typically quantified by a court/tribunal/authority).
- II. **Personal Accident (PA) cover** is a benefit cover. It pays a *fixed sum* for death/disability irrespective of tribunal-assessed compensation.

Under the tariff architecture, legal liability endorsements are commonly seen for paid drivers and employees (linked to statutory employment-compensation liability), while for private car occupants and pillion riders, the market has often leaned toward PA-type structures (fixed sum) rather than indemnificatory legal liability.

This structure has two major consequences:

1. **A citizen believes “insurance exists,” but does not realize the cover may be capped** (PA) rather than matching tribunal compensation (liability indemnity).
2. **Occupant protection can become practically tied to package policies**, because the “bundle” of package policy is perceived as the place where “occupants are covered.”

In the detariff regime, insurers and the regulator have more flexibility to design products, but legacy architecture still influences how cover is offered and understood.

Sl. No.	Category of Person	Relevant Endorsement / Tariff Provision	IMT /	Nature of Cover Provided	Legal Liability Cover Available?
1	Paid Driver	IMT-28 – Legal Liability to Driver	Legal / Paid	Indemnity against liability at law for death / bodily injury	Yes
2	Conductor / Cleaner	IMT-28 – Legal	Legal	Indemnity against	Yes

		Liability to Paid Driver (includes conductor/cleaner)	liability at law	
3	Employees (other than driver) travelling in employer's vehicle	IMT-29 – Legal Liability to Employees	Indemnity against liability at law	Yes
4	Fare-paying passengers (Commercial Passenger Vehicles)	Tariff – Passenger Liability Section	Indemnity against liability at law	Yes
5	Persons carried in goods carriage (as per statute)	IMT / Statutory Endorsement	Indemnity against liability at law	Yes
6	Owner-Driver	IMT-15 – Personal Accident to Owner-Driver	Fixed Personal Accident benefit	No (PA only)
7	Unnamed passengers in Private Car	IMT-16 / IMT-18 / IMT-15	Fixed Personal Accident benefit	No Legal Liability
8	Pillion rider on Two-Wheeler	IMT-15 / IMT-16	Fixed Personal Accident benefit	No Legal Liability
9	Occupants of Private Car under Liability-Only Policy	Policy Exclusion Clause	Expressly excluded except employees	No Legal Liability

IV. The Practical Gap: Act-Only vs. Package Policies

The distinction between Act-only (liability-only) policies and Comprehensive/Package policies plays a critical role in determining the extent of coverage available to occupants. Comprehensive policies are generally understood to provide broader protection, including coverage for occupants, whereas Act-only policies are often interpreted as limited to statutory minimum requirements.

The Supreme Court in *National Insurance Co. Ltd. v. Balakrishnan* clarified that occupants of private vehicles are covered under Comprehensive policies but not under Act-only policies unless additional premium is paid.¹¹ Similarly, in *United India Insurance Co. Ltd. v. Tilak Singh*, the Court held that pillion riders are not covered under Act-only policies in the absence of specific coverage.¹²

While these decisions provide clarity from a contractual standpoint, they also highlight the structural gap between statutory intent and policy implementation. The statutory framework uses the broad expression “any person,” yet coverage in practice depends on policy classification and premium structure.

This distinction becomes particularly problematic in the context of older vehicles. Insurers, due to underwriting considerations relating to own-damage exposure, may be reluctant to issue Comprehensive policies for such vehicles. As a result, vehicle owners may be compelled to rely solely on Act-only policies in order to comply with statutory requirements.

In such circumstances, a paradox emerges. The vehicle owner remains fully compliant with the legal mandate under Section 146, yet the insurance coverage may not extend to all persons affected by an accident. If an authorised occupant is injured, compensation may be awarded by the tribunal, but the insurer may not be obligated to indemnify the owner. The financial burden is thus transferred to the vehicle owner, undermining the protective purpose of compulsory insurance.

This demonstrates that statutory compliance does not necessarily ensure effective protection, revealing a fundamental gap in implementation.

V. Judicial Interpretation: Consistency and Divergence

Judicial decisions have sought to reconcile statutory provisions with policy structures, often producing outcomes that reflect both consistency and divergence. On the one hand, courts have consistently upheld the distinction between Act-only and Comprehensive policies when determining insurer liability. On the other hand, they have adopted a functional and victim-centric approach when assessing entitlement to compensation.

Tribunals frequently award compensation to occupants by treating them as victims within the broader framework of the Motor Vehicles Act.¹³ However, the liability of the insurer is subsequently determined based on policy terms, leading to situations where compensation is awarded but indemnification is denied.

High Court decisions across jurisdictions further illustrate this pattern, with outcomes often

turning on policy classification rather than purely on statutory interpretation.¹⁴ This recurring scenario reflects not inconsistency in judicial reasoning but the limitations imposed by the existing structure of insurance products.

The result is a dual-track system in which compensation and indemnification do not always align. Courts recognise the rights of victims but are constrained by contractual limitations in assigning liability.

VI. Public Impact: Confusion, Risk, and Systemic Litigation

The divergence between statutory language, product architecture, and judicial outcomes has a tangible and widespread impact on public understanding and expectations. For the average vehicle owner, the distinction between Act-only and Comprehensive policies is neither intuitive nor adequately explained at the point of purchase. The prevailing assumption remains that compliance with compulsory insurance requirements ensures comprehensive protection for all persons affected by an accident.

When this assumption is tested in practice, particularly in cases involving authorised occupants or pillion riders, the resulting gap often leads to significant legal and financial consequences. Victims approach tribunals with the expectation of compensation under the Motor Vehicles Act, and tribunals, adopting a victim-centric approach, frequently award such compensation.¹⁵ However, when the question of indemnification arises, insurers rely on policy limitations derived from product structure, leading to disputes regarding liability.

This misalignment produces a recurring pattern of litigation in which compensation is not disputed in principle, but the responsibility for satisfying the award becomes contested. The burden may ultimately fall upon the vehicle owner, who may have acted in full compliance with statutory requirements yet remains exposed to substantial financial liability.

The systemic nature of this issue must be emphasised. It does not arise from any deliberate exclusion or failure on the part of individual stakeholders. Insurers operate within actuarial constraints and regulatory approvals, while courts adjudicate disputes based on existing legal frameworks. The gap emerges from the lack of alignment between statutory intent, regulatory design, and product-level implementation.¹⁶

This situation contributes not only to increased litigation but also to delays in compensation, uncertainty in risk allocation, and erosion of public confidence in the insurance system. The need for structural clarity becomes particularly acute in this context.

VII. Supreme Court Engagement and the Implementation Gap

Recent judicial developments indicate that the Supreme Court has begun to engage more actively with systemic issues relating to motor insurance, moving beyond case-specific adjudication towards broader structural oversight. In proceedings concerning uninsured vehicles, the Court has observed that a substantial number of vehicles continue to operate without valid insurance despite the mandate of Section 146.¹⁷ This has led the Court to note that the statutory protection intended by compulsory insurance is, in many instances, rendered ineffective in practice.

In response, the Court has called upon key stakeholders, including the Union of India, the Insurance Regulatory and Development Authority of India (IRDAI), and the General Insurance Council, to propose coordinated and enforceable mechanisms to address the issue.¹⁸ These include measures such as technological integration, real-time verification systems, and institutional coordination aimed at improving compliance and enforcement.

More importantly, in a related development, the Supreme Court has referred to a larger Bench the question of whether a passenger in a private vehicle is entitled to claim compensation under a third-party policy.¹⁹ This reference is significant because it reflects judicial recognition that the existing legal position regarding occupant coverage remains unsettled at the highest level. It also indicates that the interplay between statutory language, particularly the phrase “any person” under Section 147 and policy-based distinctions continues to generate interpretational challenges.

These developments demonstrate that the issue is not confined to isolated disputes but forms part of a broader structural concern. The Court’s approach suggests an acknowledgment that gaps in implementation, rather than deficiencies in legislative drafting, are at the root of the problem.

In this context, the occupant-coverage issue can be understood as a specific manifestation of a wider implementation gap. Even where insurance exists, its scope may not fully reflect the protective intent of the statute, leading to outcomes that are inconsistent with the broader objectives of compulsory insurance.

VIII. Public Interest Litigation as a Mechanism for Structural Alignment

The evolving judicial discourse highlights the role of Public Interest Litigation (PIL) as a constitutional mechanism capable of addressing systemic gaps in regulatory implementation. Unlike traditional litigation, which is confined to resolving disputes between parties, PIL

enables courts to examine issues of broader public significance and to issue directions aimed at achieving institutional alignment.

In the context of motor insurance, PIL offers a structured pathway for addressing the disconnect between statutory intent and practical implementation. The objective is not to challenge the validity of existing law or to attribute fault to any particular stakeholder, but to facilitate a coordinated clarification that harmonises statutory provisions, regulatory frameworks, and product design.

The Supreme Court's recent engagement with issues such as uninsured vehicles and occupant coverage demonstrates an increasing willingness to address such matters through judicial oversight. This shift from case-specific adjudication to structural intervention reflects the recognition that certain problems cannot be resolved through isolated judgments alone.

By invoking PIL jurisdiction, it becomes possible to seek directions that ensure uniformity, transparency, and consistency across the insurance framework. Such intervention can help bridge the gap between legal abstraction and operational reality, thereby reducing uncertainty and preventing avoidable litigation.

IX. India Motor Tariff and the Doctrinal Distinction Between Liability and Benefit-Based Coverage

A deeper doctrinal analysis of the India Motor Tariff reveals that the occupant-coverage issue is rooted in a historically embedded distinction between indemnificatory liability insurance and benefit-based personal accident cover. The IMT, as a structured framework governing motor insurance products prior to detariffing, consciously differentiated between risks arising from legally enforceable obligations and those addressed through predefined contractual benefits.²⁰ Liability insurance is grounded in the principle of indemnity. It requires the insurer to compensate the insured against liabilities imposed by law, with the quantum of such liability being determined through adjudicatory processes.²¹ This form of coverage is inherently dynamic, responding to the actual extent of loss as determined by tribunals or courts.

In contrast, Personal Accident cover operates as a fixed-benefit mechanism. It provides predetermined compensation upon the occurrence of specified events and does not depend on adjudication or proof of legal liability.²² While this form of coverage serves a useful supplementary function, it is not designed to substitute indemnificatory liability protection.

The IMT reflects this distinction by extending legal liability coverage to certain categories, such as employees and paid drivers, where liability arises by operation of law.²³ However, in

the case of authorised occupants and pillion riders, the framework largely confines protection to PA-based structures.

This doctrinal separation becomes problematic when viewed in light of Section 147 of the Motor Vehicles Act, which mandates coverage for liability arising from death or bodily injury to “any person.”²⁴ The statutory framework is inherently liability-oriented, envisaging compensation determined through legal processes. The IMT-based classification, however, channels certain categories of victims into a benefit-based structure that does not fully correspond with this statutory objective.

Courts, when faced with this divergence, often adopt a reconciliatory approach. They recognise the entitlement of victims to compensation while simultaneously limiting insurer liability based on policy structure.²⁵ This results in a dual-track outcome in which compensation is awarded but indemnification is restricted.

Importantly, this analysis does not suggest that the IMT framework is conceptually flawed. Rather, it indicates that the framework was developed in a different regulatory context and requires recalibration in light of contemporary statutory interpretation and judicial expectations.

X. Towards Coherent Reform and Regulatory Alignment

Addressing the occupant-coverage gap requires a balanced approach that takes into account the objectives of victim protection, actuarial sustainability, and regulatory clarity. Any reform must be carefully structured to ensure that it enhances protection without imposing disproportionate burdens on insurers or disrupting existing contractual arrangements.

One possible approach is to ensure that indemnificatory liability coverage for occupants is either integrated into the framework of compulsory insurance or made available through clearly defined and accessible mechanisms.²⁶ This would align product design more closely with the statutory mandate under Section 147 and reduce the divergence between compensation and indemnification.

Equally important is the need for transparency in policy design and communication. Policyholders must be clearly informed about the scope and limitations of their coverage, including the distinction between liability-based and benefit-based protection. Enhanced disclosure can play a significant role in reducing misunderstandings and preventing disputes. Uniformity across insurers and jurisdictions is another critical aspect of reform. Divergent interpretations and inconsistent product structures contribute to uncertainty and litigation. A

coordinated regulatory approach can help ensure consistency and predictability in outcomes. Prospective implementation of reforms may provide a practical pathway for transition. By applying changes to future policies, it is possible to introduce improvements without adversely affecting existing contractual relationships.

XI. Conclusion

The issue of occupant coverage in motor insurance reflects a structural misalignment between statutory objectives, product design, and judicial interpretation. While the Motor Vehicles Act establishes a broad and inclusive framework aimed at protecting accident victims, the operational structure of insurance products has evolved in a manner that does not always fully align with this objective.

This misalignment results in uncertainty, inconsistent outcomes, and increased litigation, affecting all stakeholders within the system. Addressing the issue requires a coordinated effort to harmonise law, regulation, and practice.

A comprehensive review, guided by regulatory initiative and, where necessary, judicial intervention, can bridge the existing gap and ensure that compulsory motor insurance fulfills its intended social purpose. Such an approach would not only enhance victim protection but also strengthen public confidence in the legal and insurance framework governing motor accidents.

Footnotes

1. Motor Vehicles Act, 1988, No. 59 of 1988, § 146 (India).
2. *New India Assurance Co. Ltd. v. Asha Rani*, (2003) 2 SCC 223.
3. Motor Vehicles Act, 1988, § 146 (India).
4. *Id.* § 147(1)(b)(i).
5. *Id.*
6. India Motor Tariff, General Regulations (2002).
7. Black's Law Dictionary 894 (11th ed. 2019) (defining indemnity).
8. India Motor Tariff, IMT-15, IMT-16.
9. *Id.* IMT-28, IMT-29.
10. *Id.* IMT-15, IMT-16.
11. *National Insurance Co. Ltd. v. Balakrishnan*, (2013) 1 SCC 731.
12. *United India Insurance Co. Ltd. v. Tilak Singh*, (2006) 4 SCC 404.

13. Sarla Verma v. Delhi Transport Corp., (2009) 6 SCC 121.
14. Divisional Manager, United India Insurance Co. Ltd. v. Shamaraya, (Karnataka High Court, Kalaburagi Bench, Dec. 22, 2020); Manager, Insurance Co. v. Kadhar, (Madras High Court Oct. 1, 2024).
15. Sarla Verma v. Delhi Transport Corp., (2009) 6 SCC 121.
16. Law Commission of India, 190th Report (2003).
17. LiveLaw, SC Flags Issue of Uninsured Vehicles Undermining Section 146 (2024).
18. Id.
19. LiveLaw, SC Refers Occupant Coverage Issue to Larger Bench (2024).
20. India Motor Tariff, General Regulations (2002).
21. Black's Law Dictionary 894 (11th ed. 2019).
22. India Motor Tariff, IMT-15.
23. Id. IMT-28, IMT-29.
24. Motor Vehicles Act, 1988, § 147.
25. United India Ins. Co. Ltd. v. Tilak Singh, (2006) 4 SCC 404.
26. IRDAI Circular No. IRDA/NL/CIR/F&U/073/11/2009.

