

## DEATH CLAIM

**In the matter of**

**Mrs. Mitalben B Bhatt Vs. Life Insurance Corporation of India**

**Date of Award: 18.01.2016**

**Policy No. 8541114771**

Shri Bhavin Vinodhbhai Bhatt, the DLA had purchased a Life Insurance policy on 24.03.2006. The Life Assured died on 01.03.2010. The Respondent had settled the basic claim for Rs. 3 lacs on ex-gratia basis but did not settle the accidental benefit as the cause of death (head injury) was not an accident. From the submission of the parties as at above, and documents made available, it was clear that there was dispute between the DLA, his parents and brother. During the fight the DLA's brother and Sister-in-law had hit the DLA on his head with an iron rod. The blood stains were cleaned by the DLA's parents and brother. The post mortem report states cardiac arrest due to shock due to head injury., the judgement passed by the session court dated 16.02.2015 in the para (25) stated that "if the opinions of the doctors who performed post mortem, and who visited and examined the place of incident it is clear that if a hard or doltish substance is hit on the head such injury can happen and if a person is sitting and he stands up and if he dashed with some hard or sharp substance, such injury can happen. On examining the place of incident, deceased person was sitting in the bathroom, and if he would have tried to stand up, then it may happen that his head may have dashed with the corner of the cupboard, the tile to put soap or wash basin. In such circumstances, also he may get such injury, such possibility cannot be ruled out, such facts are on records. However, the Forum observed the following discrepancies which remains unanswered in the court proceeding.

1. The reason for destruction of the evidences like cleaning the blood stains by the mother and deceased's brother's wife.
2. The size of the injury in case the DLA had a fall in the bathroom and hit the window. The post mortem mentions the dimension of the injury as 5 cm x ½ cm x deep to skin
3. If it was an accidental fall, then the reason for locking the DLA's wife and children in a room
4. The doctor's who had conducted the postmortem had stated that they had visited and examined the place of incidence. They had deposed before the court that the injury could have been sustained because of a hit by hard or doltish substance or the DLA had hit a hard substance. They had further stated that the DLA could have got hit as he got up from his sitting place (under the window) or and hit the corner of the cupboard or the file (constructed for keeping soaps).
5. It was not conclusively established that the DLA had hit a sharp object as a result of his falling in the bathroom.
6. The incidence has taken place in the night between 10.30 to 11.00 p.m.
7. The Court had declared the sole eye witness the widow of the deceased life assured "Hostile".
8. The Court had observed that the death of the Life Assured could have happened, as per the opinion of the doctors, due to a hit to the skull of the DLA. How the injury was caused or sustained was not proved.
9. The benefit of doubt was given to the accused and acquitted.
10. The condition of the injury described in the postmortem was "Transverse CLW (5 cm x 2 cm deep to skin) on mid parietal region. The upper portion and the lower portion of the skull broken bones etc-Intra cranial hemorrhage, hematoma, Intracranial and subdual on Panch. Brain-subarachnoid wage + confusion on parietals. The magnitude of the injury was such that it could have happened because of severe blow to the skull by a heavy object like the iron rod.

11. In view of the witness turning hostile, it leads the Forum to believe that the purpose was to get benefits like insurance.
12. The Forum is not convinced with the version of the complainant that it was a fall in the bathroom which had caused the injury and death of the DLA.
13. The Complainant during the hearing stated that on 2<sup>nd</sup> March, 2010 she had filed a written statement with the police stating that her husband had a fall in the bathroom. However, in the police FIR dated 27.03.2010 in 10<sup>th</sup> para it is stated by the complainant that Mr. Rajput came to record her statement and the complainant had signed the statement without reading it. Now after thought she comes up that her husband had a fall as per statement dated 2<sup>nd</sup> March, 2010 and claiming for DAB .
14. In view of the facts and circumstances, looking to the judgment passed by the sessions court where all the accused were set free, the Forum is not convinced with the version of the complainant that it was a fall in the bathroom which had caused the injury and death of the DLA.

Hence the claim for DAB by the Complainant fails to succeed.

### **In the matter of Mrs.Himani H Pota Vs. ICICI Prudential Life Insurance Co. Ltd**

**Date of Award:21.01.2016**

**Policy No. 17894059**

Shri Hemendra Pota, the DLA, had purchased a ICICI Pru Pinnacle Super –LP policy on 08.07.2013. The Life Assured expired on 11.08.2014. The Respondent had vide their letter dated 27.01.2015 had repudiated the claim on the basis of non-disclosure of material facts required for issuance of the policy. The Complainant deposed that her husband expired due to Cirrhosis of Liver (Hepatitis C). She said that the Company had stated in their repudiation letter that her husband had taken treatment on 06.03.2013 which was wrong. She said her husband was hospitalized for Hepatitis C in the month of January, 2014.

She further submitted that the Company directly remitted Rs.65, 965.70 instead of Rs. 67,214.27 as declared investment maturity amount.

In reply to the questions on HCV, CABG, PTCA, DM, HTN etc the Complainant replied that these facts were true but her husband did not have any problem with these illnesses. She stated that her husband was a Manager with TATA chemicals and as required by his Company he was undergoing routine checkups. During that checkup he was diagnosed with the problems which were cured later. She stated that her husband was hale and hearty and being a General Manager of TATA chemicals, his life was hectic. In reply to a question on short settlement of the fund value, the representative of the Respondent answered that surrender value charges were deducted from the fund value. He was asked to re-check the calculation of NAV and revert back to the Forum.

Accordingly, vide mail dated 20.01.2016, the Respondent had stated that Rs. 2748.57 which they had deducted towards policy discontinuance charges would be refunded to the nominee, Dr. Himani Pota.

Based on oral submissions of the parties, read along with documents on record it was observed that the DLA had proposed for the policy at the age of 65 years. . The available evidences with the Respondent categorically prove that the Proposer at the time of making the statement had suppressed facts about his health, which were material to disclose. Hence the Respondent was within its rights to repudiate the Insurance Claims.

The complaint fails to succeed.

**In the matter of Mr.Mafabhai A Nayi Vs. Reliance Life Insurance Co. Ltd**

**Date of Award: 21.01.2016**

**Policy No. 51948387**

Shri Nayi Jitabhai Mafabhai, the DLA had purchased a Reliance Classic Plan on 12.12.2014. The deceased life assured expired on 05.02.2015.

The Respondent had repudiated the claim on the basis of non-disclosure of pre-existing insurance at proposal stage. Based on oral submissions of the parties, read along with documents on record it was clear that the DLA had not disclosed the previous policies under column 22 of the proposal form. Hence the Respondent was within its rights to repudiate the Insurance Claims under section 45 of the Insurance Act, 1938 .Section 45 of the Insurance Act, 1938 states that "No policy of life insurance shall after the expiry of two years from the date on which it was effected, be called in question by an insurer on the ground that a statement made in the proposal for insurance or in any report of a medical officer, or referee, or friend of the insured, or in any other document leading to the issue of the policy, was inaccurate or false, unless the insurer shows that such statement was on a material matter or suppressed facts which it was material to disclose and that it was fraudulently made by the policyholder and that the policyholder knew at the time of making it that the statement was false or that it suppressed facts which it was material to disclose.

**The Complaint is dismissed.**

**Mrs.Rekhaben Soni Vs. LIC of India**

Date of Award: 14.03.2016

Policy No. 838546257

Shri Hargovinddas M Soni, the DLA had proposed for a Jeevan Saral policy with Profits, on 12.12.2012. The date of commencement of the policy was 27.12.2012 and acceptance of the First Premium Receipt was 31.12.2012. The Life Assured expired on 15.07.2013. The Respondent, vide their letter dated 19.12.2013, repudiated the claim on the basis of non-disclosure of material facts required for issuance of the policy.

Based on oral submissions of the parties, read along with the documents on record it was observed that a Contract concludes only when the party, to whom an offer has been made, accepts it unconditionally and communicates his acceptance to the person making the offer. Mere acceptance or retention of the premium or preparation of the policy documents cannot be considered as acceptance of the proposal for the contract of insurance. It is made clear that acceptance must be signified by some act or acts agreed on by the parties or from which the law assumes a presumption of acceptance. The terms and conditions of acceptance as stated in the First Premium Receipt issued on 31.12.2012 by the Respondent reads "Important to note that if any change in your occupation or any adverse circumstances connected with your financial position or general health of yourself or that of your family however, unimportant you may consider the same occurs between the date of proposal and the date of this Receipt or if a proposal for assurance or an application for .....**between the date of this proposal and the date of issue of this receipt this assurance will be invalid and all moneys which shall have been paid in respect thereof forfeited unless intimation of such event be made in writing to the Corporation and this acceptance of proposal be reapproved by the Corporation.**

First Hospitalisation was on 29.12.2012 and the First Premium Receipt was issued on 31.12.2012. Hence, non-disclosure of the hospitalisation is evident which falls between the date of proposal and the date of First Premium Receipt.

However, we find that the proposal was filled in by the DLA on 12.12.2012 and premium was deposited. Balance premium of Rs.887/- was demanded by the Respondent on 29.12.2012 and the same was deposited on the same day at 12.09 hours. The commencement of the risk was shown as 27.12.2012. No adverse report was given by the medical examiner who had examined the DLA prior to the proposal. The Complainant had stated that her husband was alright and suddenly on 29.12.2012 he had fever and breathlessness for which he was admitted.

There is no record to prove that there was any malafide intention on the part of the DLA while proposing for the Insurance on 12.12.2012 for a sum insured of Rs. 1.25 lacs. Even the employer had given a certificate stating that during the period from 2009 to 2013 he had not taken any medical leave. As per the Report of Sputum AFB, Tuberculosis Infection was not detected. No major abnormality was detected during the hospitalisation.

Hence in order to render justice to both the parties to the dispute, an ex-gratia amount of Rs.50,000/- is granted by invoking the provisions under Rule 18 of the Redressal of Public Grievance Rule 1998.

### **In the matter of Shri Pashabhai S Patel Vs HDFC Standard Life Insurance Co. Ltd**

**Date of Award: 09.03.2016**

**Policy No. 16102107**

Smt Reviben Shivabhai Patel, the DLA, had purchased a HDFC SL Pro-growth Flexi Policy on 10.06.2013. The Deceased Life Assured expired on 05.09.2014. The Respondent had repudiated the claim for false information at the proposal stage. Based on oral submissions of the parties, read along with documents on record it was clear that that the policy was issued on the basis of Pan card and the Voter's ID card. The date of birth on both these documents was 01.01.1953. The date of death was 05.09.2014. The proposal was taken on 04.06.2013.

The Respondent at the time of issuing the policy did not go into the details of the Deceased Life Assured. Only at the time of claim the issue of age was brought out, to which they had produced a copy of the ration card. The Pan Card and the Voter's Identity Card are the documents issued by the Government of India which are more authenticated and reliable. These two are accepted as proof of age for all Government transactions and documents. The Respondent had relied on one proof i.e. the Ration card which is not a prescribed document for proof of age at all. Hence the Respondent's argument that there was falsification of age is devoid of merit.

The Pan card and the Election card were issued in the year 2011 and the policy was issued in the year 2013 and hence there cannot be any allegation of malafide on the part of the Insured.

The Respondent has failed to investigate further in the matter and based on a single document i.e. the Ration card, rejection of claim is not tenable.

In view of the facts and circumstances, the Complaint is entitled for the benefit of doubt.

**In the matter of Mr. Mukeshbhai C Makwana Vs. Life Insurance Corporation of India**

**Date of Award:** 25.02.2016

**Policy No.** 838289975

Smt Madhuben Chehabhai Makwana, the DLA had purchased a Life Insurance policy on 31.12.2012. The DLA expired on 02.02.2015. The cause of death was Cardiorespiratory arrest. The Respondent had repudiated the claim on the basis of non-disclosure of COPD and Pulmonary Koch. The Respondent had relied on the medical attendant's certificate wherein COPD 10 years P/.H/O Pulmonary Koch. The policy commenced on 31.12.2012. The Insured was admitted to the hospital on 20.02.2015 where she expired. The policy had run for more than 2 years. The Respondent had not produced any treatment papers of the DLA to prove that the DLA had suffered from COPD and Pulmonary Koch prior to the date of proposal. No proposal form was sent to the Insured alongwith the policy schedule which was a violation of Policyholders Regulation 2002. The Agent was known to the Insured since long. No explanation was sought for from the Agent. The Respondent had failed to prove that the DLA had COPD and Pulmonary Koch before the commencement of the policy. Moreover, Section 45 of the Insurance Act, 1938 applies in this case. Here the policy has run for more than 2 years.

In view of the facts and circumstances, the Complainant is entitled for relief. The complaint is admitted for full sum assured alongwith other benefits.

**In the matter of Mr.Suresh Govindbhai Karena Vs. Reliance Life Insurance Co. Ltd**

**Date of Award:** 16.03.2016

**Policy No.** 50555500

Shri Govind Lakhman Karena, the DLA, had purchased a Reliance Classic Plan-II on 26.12.2012 for an yearly premium of Rs.15000/- payable for 15 years. The sum insured was for Rs.3,50,000/- with accident benefit clause for equal amount. The policy lapsed due to non-payment of premium on 26.12.2013. The DLA renewed the policy by paying a premium amount of Rs.15000/- on 10.11.2014. A premium receipt was issued by the Respondent with next premium due date being 26.12.2014. The DLA died in an accident on 17.12.2014. The Respondent vide their letter dated 21.4.2015 settled the claim for Rs.15000/- and transferred to the Complainant's bank account.

Based on oral submissions of the parties, read along with the documents on record it was observed that The Respondent's contention that revival was not effected due to non-receipt of medical report is not tenable as the premium was already collected and renewal receipt was issued indicating that the renewal of the policy was in order. The Respondent vide their self contained note had submitted that it was informed to the Complainant that the said lapsed policy was not revived as medical report of the DLA was pending. This leads the Forum to believe that necessary documents were submitted to the Respondent and only on receipt of necessary documents, the renewal premium receipt was issued by the Respondent.

- i) The letter dated 21.04.2015 given to Complainant stated that " We have accepted the claim under policy number 50555500 and processed..." Nowhere in the letter they had mentioned that the policy was not revived.
- ii) The DLA died in an accident which is proved by the FIR and the police panchnama submitted to this Forum. As the death had taken place suddenly the Company had taken a stand of lapsed policy which is not sustainable.

In view of the facts and the circumstances the complaint is admitted.

## **In the matter of Mrs.Kailasben K Parmar Vs. Life Insurance Corporation of India**

**Date of Award:16.03.2016**

**Policy No. 838094691**

Shri Jitendra Gandabhai Parmar, the DLA had purchased a Life Insurance policy on 28.03.2012 from the Life Insurance Corporation of India. The Premium paying mode was Monthly through ECS. The policy lapsed on 28.04.2012 due to non-payment of further premiums. The policy was revived on 11.12.2012 and the DLA expired on 12.05.2014. The cause of death was Alcoholic liver disease + Pul Koch's infective Hepatitis. The Respondent had repudiated the claim on the basis of non-disclosure of material fact as they had proof that the DLA was hospitalized at Shardaben Municipal hospital for liver abscess before revival of the policy. Based on oral submissions of the parties, read along with documents on record it was seen that

The O.P.D papers dated 13.6.2012 of Smt Shardaben Chimanlal Lalbhai Municipal General Hospital, Saraspur stated that Mr. Jitendra Gadabhai , 4/87, Police Line, Gomtipur was admitted to Medical ward due to yellowish discolourment of eye and urine since 15 days and with case of generalized weakness, with low grade fever. He was advised admission to hospital and was diagnosed with partially liquefied liver abscess.

The policy was revived on 11.12.2012 and the declaration of good health submitted at the time of revival was incorrect as far as it suppressed the ill health aspects.

The available evidences proved that the DLA at the time of revival of the policy had suppressed facts, which were material to disclose. Hence the revival of policy was correctly treated as null and void by the Respondent.

Looking to the financial condition, truthful submission of the Complainant, the Respondent was hereby directed to refund the premium from the date of revival on humanitarian ground.

**Date of Award: 25.11.2015**

**Complainant:- Shri Jayram R Kalotara v/s HDFC Life Insurance Co. Ltd.**

**Complaint No. AHD-L-019-1516-0183**

**Repudiation of Death claim**

The Complainant's brother Late Shri Kalubhai took the subject policy on 18.11.2014. He died suddenly on 07.02.2014. The claim of his nominee i.e Complainant was repudiated by the Respondent stating that the life assured had overstated his income as Rs.3,00,000/- p.a whereas he was holding below poverty line card. The income was less than what had been disclosed in the proposal form/application dated 17.11.2014. Had this information been provided the Respondent would have declined cover under the policy.

The Complainant had submitted his own Income proofs instead of the deceased life assured. The Complainant failed to prove that the deceased life assured was having his own income above poverty line. The Respondent submitted the investigation report which stated that the deceased life assured used to sit in a Provision Store (Kirana Store) of his Brother at Narmadanagar, Ahmedabad. The investigator could not collect concrete proof regarding the occupation & income of the deceased life assured. The neighbours also confirmed that the deceased life assured had met with an accident some time back & was ill since then. The Forum also found that the deceased life assured was married & the nomination was done in favour of his brother which created suspicion. The Contract of Insurance, including Contracts of Life Insurance are Contracts of "Uberrima fides", i.e utmost good faith and every facts of material must be disclosed, otherwise, there is good ground for rescission of the Contract. The duty to disclose material facts has been violated in the policy number 17213280 by the Insured while proposing for Insurance. The Deceased Life Assured was under a solemn obligation to make a true and full disclosure of the information on all aspects which were well within his or her knowledge in the

proposal form. It was not for the Proposer to determine whether the information sought for was material or not for the purpose of the Policy. In a Contract of Insurance, any fact which would influence the mind of a prudent insurer in deciding whether to accept or not to accept the risk is a "Material fact". Had the correct income particulars declared by the deceased life assured the decision of the Respondent would have been different about acceptance of the risk. From the foregoing it was concluded that there was no ground for the Forum to intervene with the decision of the Respondent.

**The Complaint was dismissed.**

**Date of Award: 23.12.2015**

**Complainant:- SMT. KAMLABEN G RAJYAGURU v/s LIC OF INDIA**

**Complaint No. AHD-L-029-1516-0282**

**Repudiation of Death claim**

The deceased life assured had purchased the subject policy from the Respondent for a sum assured of Rs.2,00,000 with date of commencement of the policy as 07.03.2011. The deceased life assured expired on 26.12.2013 due to cancer. The claim of the Complainant was repudiated by the Respondent on the ground that the deceased life assured had suppressed the material fact viz. the deceased life assured suffered from D.M & T.B prior to the date of proposal for life insurance. The deceased life assured had availed 143 days of leave (till death 593 days) on the medical ground due to ill health & the same was also not disclosed in the proposal form.

The subject policy had run for 2 years, 9 months & 19 days from the date of commencement. The deceased Policy holder, in his Proposal Form of the subject policy, had answered the question No. 11, related to health & habits, in negative. The repudiation letter stated that the DLA had DM, TB and availed 593 days medical leave. However, the Insurer could not produce any hospital papers and/or treatment details/records before the Forum, while mentioning that the deceased life assured was a patient of DM. The DLA had availed 143 days of leave till the proposal date. The Respondent was not able to prove that the DLA had availed these leaves for medical treatment of cancer or TB. The hospital papers had mentioned deceased life assured to be a chronic smoker & ethanol consumer but the Respondent was silent on the smoking habits of the DLA; probably the Respondent did not have any proof to corroborate what is mentioned in the hospital papers. It was mentioned in the treatment papers dated 04.09.2013 of Sir T. General Hospital, Bhavnager that the deceased life assured was chronic smoker – "15 per day since last 30 years". This fact on the habit of the DLA must have been given to the treating doctor at the consultation/treatment stage by the DLA or his relatives. However, neither there was any proof to substantiate this fact nor the Respondent had any objection on this issue. The Respondent had not scrutinized the papers effectively as they had given wrong reasons for repudiation of the claim. The Contract of Insurance, including Contracts of Life Insurance are Contracts of "Uberrima fides", i.e, utmost good faith and every facts of material must be disclosed, otherwise, there is good ground for rescission of the Contract. The duty to disclose material facts has been violated by the Insured while proposing for Insurance. When any information on a specific aspect is asked for in the Proposal Form, the Life Assured is under a solemn obligation to make a true and full disclosure of the information on the subject which is well within his or her knowledge. It is not for the Proposer to determine whether the information sought for is material or not for the purpose of the Policy. In a Contract of Insurance, any fact which would influence the mind of a prudent insurer in deciding whether to accept or not to accept the risk is a "Material fact". The Insured was guilty of knowingly withholding correct information about the leaves availed. The Respondent had failed to prove that the insured was guilty of suppressing facts on the status of the DLA's health, habits of smoking & ethanol consumption. Since two years had lapsed since inception of the policy, Section 45 of the Insurance Act is in favour of the Deceased Life Assured. The repudiation of the claim was not in sync with the provisions of Section 45 of the Insurance Act. The repudiation of the claim merely based on the last medical attendant's noting in the medical papers is hearsay evidence. The Respondent failed to prove the reasons for their

repudiation of the claim with necessary documents beyond doubt. The repudiation of the claim was wrong.

**The Respondent was directed to pay the sum insured of Rupees two lakh to the Complainant.**

**Date of Award: 23.12.2015**

**Complainant:- SHRI BALWANTJI C THAKOR V/S RELIANCE LIFE INSURANCE CO. LTD.**

**Complaint No. AHD-L-036-1516-0285**

**Repudiation of Death claim**

The deceased life assured had purchased the subject policy from the Respondent for a sum assured of Rs.7,00,000 with the date of commencement as 24.05.2014. The deceased life assured expired on 03.02.2015. The Respondent repudiated the claim stating that the deceased life assured had suppressed material fact viz. treatment taken for Pulmonary Tuberculosis prior to the date of proposal.

The deceased Policyholder, in his Proposal Form dated 14.02.2011 of the subject policy, had answered, question No. 31 & 33 related to Tuberculosis, in negative. Had this fact been disclosed in the proposal form, the Respondent would have called for further reports & the policy might not have been issued. The treatment card certified by the Medical Officer of District T.B Centre, palanpur clearly confirmed that the deceased life assured had Pulmonary Tuberculosis & was treated from 20.02.2013, prior to the purchase of the subject policy. The deceased life assured had concealed the material fact in the proposal. The certificate given by the Medical Officer, P.H.C Kuvada stated that the deceased life assured was not registered as T.B patient & had not taken any treatment at the Centre. Since the DLA had availed treatment from Palanpur District TB Center and not from PHC Kuvada, the medical Officer had certified so. The Contract of Insurance, including Contracts of Life Insurance are Contracts of "Uberrima fides", i.e, utmost good faith and every facts of material must be disclosed, otherwise, there is good ground for rescission of the Contract. The duty to disclose material facts has been violated by the Insured while proposing for Insurance. The Life Assured is under a solemn obligation to make a true and full disclosure of the information on all aspects which are well within his or her knowledge in the proposal form. It is not for the Proposer to determine whether the information sought for is material or not for the purpose of the Policy. In a Contract of Insurance, any fact which would influence the mind of a prudent insurer in deciding whether to accept or not to accept the risk is a "Material fact". The Insured in this case was guilty of not disclosing correct information about the status of his health. Hence, the Insurer was within its rights to repudiate the Insurance Claim of his Nominee subsequent to his death. Considering all the above the decision of the Respondent to repudiate the death claim under subject Policy cannot be intervened.

**The Complaint failed to succeed.**

**Date of Award: 13.01.2016**

**Complainant:- Smt. Poonamben B Malivad v/s ICICI Prudential Life Insurance Co. Ltd.**

**Complaint No. AHD-L-021-1516-0309**

**Repudiation of Death claim**

The deceased life assured had purchased the subject policy from the Respondent for a sum assured of Rs.10,00,000. The date of commencement of the policy was 16.02.2011. The deceased life assured expired on 25.05.2013. The claim of the Complainant was repudiated by the Respondent on the ground that the deceased life assured had suppressed the material fact viz. treatment taken for Pulmonary Tuberculosis which he had suffered prior to the date of proposal, the deceased life assured was holding Below Poverty Card & had declared wrong income & occupation in the proposal form while taking insurance.

The deceased Policy holder, in his Proposal Form dated 14.02.2011 of the above subject policy, had answered, the question No. 23-c related to Tuberculosis in negative. Had it been disclosed in the proposal form, the Respondent could have called for further reports & the policy might not have been issued. The Respondent had submitted the certificate of Dr. Dilip Agrawal, dated 22.08.2014, confirming that the deceased life assured was treated during 12.01.2011 to 17.01.2011 as indoor patient for Pulmonary Tuberculosis. The Respondent had also submitted BPL card containing name of the deceased life assured which clearly confirms income to be according to BPL guidelines. The Forum had contacted the treating doctor Dilip Agrawal vide email dated 05.01.2016 & sought written confirmation, regarding the tuberculosis treatment of the Complainant. The treating doctor vide his reply email dated 13.01.2016 had confirmed that the Complainant was admitted as indoor patient on same date, as mentioned in his certificate, as per his muster book. He also stated in email that he could not find the case sheet as it was old case of January, 2011. The Contract of Insurance, including Contracts of Life Insurance are Contracts of "Uberrima fides", i.e, utmost good faith and every facts of material must be disclosed, otherwise, there is good ground for rescission of the Contract. The duty to disclose material facts has been violated in the policy number 17913855 by the Insured while proposing for Insurance. The Life Assured is under a solemn obligation to make a true and full disclosure of the information on all aspects which are well within his or her knowledge in the proposal form. It is not for the Proposer to determine whether the information sought for is material or not for the purpose of the Policy. In a Contract of Insurance, any fact which would influence the mind of a prudent insurer in deciding whether to accept or not to accept the risk is a "Material fact". The Insured in this case was guilty of not disclosing correct information about the status of his health & income. Hence the Insurer was within its rights to repudiate the Insurance Claim of his Nominee subsequent to his death.

**The Complaint failed to succeed.**

**Date of Award: 18.01.2016**

**Complainant:- Smt. Laxmiben N Vasaiya v/s LIC of India**

**Complaint No. AHD-L-029-1516-0376**

**Repudiation of Death claim**

The deceased life assured had purchased the subject 5 policies from the Respondent for a sum assured of Rs. 1,00,000/- each. The date of commencement of the policies was 13.12.2011. The deceased life assured expired on 27.10.2014 due to Cancer of Buccal Muccosa. The claim of the Complainant was repudiated by the Respondent on the ground that the deceased life assured had suppressed the material fact of his habit of chewing gutkha, pan masala & alcohol since last 15-20 years, in the proposals & the cause of the death had nexus to the past history of tobacco chewing habit.

The deceased Policy holder, in his Proposal Form of the above subject policies, had answered, the question related to consumption of alcoholic drinks & tobacco in any form in negative. The Contract of Insurance, including Contracts of Life Insurance are Contracts of "Uberrima fides", i.e, utmost good faith and every facts of material must be disclosed, otherwise, there is good ground for rescission of the Contract. The duty to disclose material facts has been violated in the policy number 818926984 by the Insured while proposing for Insurance. When any information on a specific aspect is asked for in the Proposal Form, the Life Assured is under a solemn obligation to make a true and full disclosure of the information on the subject which is well within his or her knowledge. It is not for the Proposer to determine whether the information sought for is material or not for the purpose of the Policy. In a Contract of Insurance, any fact which would influence the mind of a prudent insurer in deciding whether to accept or not to accept the risk is a "Material fact". The disease was diagnosed for the first time in the month of February, 2014. The policies commenced from December, 2011. The Respondent failed to prove that the deceased life assured was under treatment for Cancer of Buccal Muccosa before taking the subject policy. Section 45 of the Insurance Act, 1938 before the amended Act was in favour of the Complainant. As per the provisions laid down in Section 45 of the Insurance Act, 1938 no policy can be

called in question after 2 years unless the Insurer proves that material facts were suppressed by the life assured with fraudulent intention. **The Respondent in the subject policy failed to prove that the material facts were suppressed with fraudulent intention.**  
**The Forum directed the Respondent to settle the death benefits under the subject policies to the Complainant/Nominee as per the terms & conditions.**

**Date of Award: 22.01.2016**

**Complainant:- Shri Samatbhai Bharvad v/s HDFC Life Insurance Co. Ltd.**

**Complaint No. AHD-L-019-1516-0401**

**Repudiation of Death claim**

The Complainant's mother Late Smt. Ramaben B Bharvad took the subject policy on 14.12.2014. She died due to heart attack on 10.02.2015. The claim of her nominee i.e the Complainant was repudiated by the Respondent stating that the life assured had overstated his income as Rs.3,00,000/- p.a whereas she was holding below poverty line card. The income was less than what had been disclosed in the proposal form/application dated 14.12.2014. Had this information been provided the Respondent would have declined insurance cover under the policy.

The age of the deceased life assured was 57 years at the time of taking the subject policy. The deceased life assured resided in a village & the application was filled online for taking the subject policy. The sum proposed was also Rs.11,00,000/-. The premium under the policy was Rs.30,000/- half yearly. The deceased life assured expired within 58 days from the date of purchase of the policy. The Complainant had submitted his own Income proofs in place of the deceased life assured. The Complainant had failed to prove that the deceased life assured was having her own income above the poverty line. **The Above Poverty Line Card produced by the Complainant contained processing date as 30.06.2015. The date of death was 10.02.2015. The card was processed after the death of the deceased life assured .** This clearly proved that the policy or the claim were bogus. The Forum had asked the Complainant to submit the death certificate duly attested by the Government Medical Officer with his seal on the next day of the hearing i.e 21.01.2016. The Complainant had not submitted the same. The Contract of Insurance, including Contracts of Life Insurance are Contracts of "Uberrima fides", i.e utmost good faith and every facts of material must be disclosed, otherwise, there is good ground for rescission of the Contract. The duty to disclose material facts has been violated in the policy number 17283694 by the Insured while proposing for Insurance. The Deceased Life Assured was under a solemn obligation to make a true and full disclosure of the information on all aspects which were well within his or her knowledge in the proposal form. It was not for the Proposer to determine whether the information sought for was material or not for the purpose of the Policy. In a Contract of Insurance, any fact which would influence the mind of a prudent insurer in deciding whether to accept or not to accept the risk is a "Material fact". Had the correct income particulars declared by the deceased life assured the decision of the Respondent would have been different about acceptance of the risk. The Forum expresses suspicion over rising death claim cases in particular geographical area with the same modus operandi. The process would involve a massive exercise to be done by a full fledged Court & Police. The Forum being a Quasi-judicial body does not have the machinery & power to do so. The claim appears to be doubtful & cautions the Respondent to have a close eye on such suspicious claims.

**The Complaint was dismissed.**

**Date of Award: 18.01.2016**

**Complainant:- Shri Bhalabhai Parmar v/s Shriram Life Insurance Co. Ltd.**

**Complaint No. AHD-L-043-1516-0418**

**Repudiation of Death claim**

The Complainant's father Late Shri Tejaji K Parmar had taken the subject policy on 03.09.2014. He suddenly died due to heart attack on 25.12.2014. The claim of his nominee i.e Complainant was repudiated by the Respondent stating that the life assured had overstated his income as Rs.1,80,000/- p.a in the proposal form whereas had held below poverty line card. The income was less than what had been disclosed in the proposal form dated 30.08.2014. Had this information been provided the Respondent would have declined the proposal.

The income proofs submitted by the Complainant, i.e the son of the deceased life assured, to prove that he was above the poverty line, was sham. The C.A certificate submitted by the Complainant mentioned income of Rs.1,66,544/- up to 27.08.2015 for the F.Y 2015-16 of the deceased life assured, whereas the deceased life assured had expired on 25.12.2014. Further tampered Sales Bills of agricultural products submitted too contained dates of F.Y 2015-16 & name of deceased life assured. It proved that the intention of the Complainant was to get claim under the subject policy with bogus & tampered documents. These fake documents proved that the deceased life assured was having income below the poverty line & had disclosed wrong income while taking the subject policy. The Contract of Insurance, including Contracts of Life Insurance are Contracts of "Uberrima fides", i.e utmost good faith and every facts of material must be disclosed, otherwise, there is good ground for rescission of the Contract. The duty to disclose material facts had been violated in the policy number NN061400056305 by the Insured while proposing for Insurance. The Deceased Life Assured was under a solemn obligation to make a true and full disclosure of the information on all aspects which were well within his or her knowledge in the proposal form. It was not for the Proposer to determine whether the information sought for was material or not for the purpose of the Policy. In a Contract of Insurance, any fact which would influence the mind of a prudent insurer in deciding whether to accept or not to accept the risk is a "Material fact". Had the correct income particulars declared by the deceased life assured the decision of the Respondent would have been different about acceptance of the risk. The Complainant had submitted during the course of the hearing that his deceased father was having Shakti Provision Store. The investigating agency had obtained Sarpanch's certificate confirming that the income of the deceased life assured was Rs.18,000/- & was a agricultural labourer. The same was confirmed by the Complainant in a separate statement witnessed by the Sarpanch of the village. **The Forum expressed concern over rising death claim cases in particular geographical area with same modus operandi. The insurer needs to exercise abundant caution over underwriting & selection of lives. Unconcerned & careless underwriting & willfully selecting improper lives raises high mortality ratio which would earn bad names for the companies & increase the litigations before the Forums & Courts. The claim appears to be doubtful. The complaint on such suspicious claim cannot be entertained by the Forum. The process would involve a massive exercise to be done by a full fledged Court & Police. The Forum being a Quasi-judicial body does not have the machinery & power to do so.**

**The Complaint was dismissed.**

**Complainant: - Smt. Meenaben M. Kansara V/s Respondent: - L.I.C.of India**  
**Complaint No. AHD-L-029-1516-0107**

The Complainant's husband expired on 14.11.2013. The death claim was repudiated vide letter dated 30.10.2014. It stated that the deceased LA had suffered from systemic sclerosis/pemphigus on immune suppression and was under treatment for the same in the year 2009, which was prior to the date of proposal for insurance, and that the replies given to certain questions in the proposal form were false.

After carefully reading all material facts provided by both the parties and as per the oral deposition, it is a clear case of suppression of material facts. The facts which were necessary to have been disclosed before taking the Life Insurance Policy had not been declared by the Deceased Life Assured.

Insurance contracts are contracts of 'Uberrima Fides' i.e. Utmost good faith and every fact of material must be disclosed, otherwise, there is a good ground for rescission of the Contract. The duty to disclose material facts has been violated in this case by the Insured while proposing for insurance. When information on a specific aspect is asked for in the Proposal form, the Life Assured is under a solemn obligation to make a true and full disclosure of the information on the subject which is well within his or her knowledge.

The complaint fails to succeed.

**Sh. Arvindbhai G. Patel V/s Respondent: - L.I.C.of India**

**Complaint No. AHD-L-029-1516-0118**

The Complainant's wife expired on 30.01.2014. The death claim was repudiated vide letter dated 03.01.2015 on the ground that the deceased LA had suffered from diabetes & hypothyroid since June 2011 and was under treatment for the same. The date of ailment and treatment was prior to the date of proposal for insurance. It further states that the reply given to some of the questions in the proposal form were not true.

After carefully reading the papers and facts provided by both the parties and as per the oral deposition, it is a clear case of suppression of material facts, the facts which were necessary to have been disclosed before taking the Life Insurance Policy.

The complaint fails to succeed.

**Case of:-Smt. Chetnaben D. Patel VS L.I.C.of India**

**Complaint REF:No. AHD-L-029-1516-0306**

The Complainant's husband expired on 11.04.2014. The death claim repudiation letter dated 25.03.2015 stated that the deceased had withheld material/correct information regarding his health at the time of effecting the insurance.

in the proposal form, the DLA had answered the question No. 12 (ka),(cha) & (ta) regarding his health in negative suppressing the material facts required for underwriting the proposal. The DLA had undergone for pathological test Hemogram Report, Widal test as advised by his doctor on 11.08.2013 (prior to one day before date of proposal). He was diagnosed with Relative Neutrophilia. As per google search a neutrophilia might also be the result of a malignancy. Finally the DLA was diagnosed with CA Lung (Aden carcinoma) with Bone Metastasis and he was expired on 11.04.2015.

Insurance contracts are contracts of 'Uberrima Fides' i.e. Utmost good faith and every fact of material must be disclosed, otherwise, there is a good ground for rescission of the Contract. The duty to disclose material facts has been violated in this case by the Insured while proposing for insurance. When information on a specific aspect is asked for in the Proposal form, the Life Assured is under a solemn obligation to make a true and full disclosure of the information on the subject which is well within his or her knowledge.

Since there has been suppression of material facts by the DLA, the complaint has no merit

**Case of:-Sh. Rameshji M. Solanki VS Reliance Life Insurance Co. Ltd.**

**Complaint REF:No. AHD-L-036-1516-0311**

The Complainant's daughter expired on 17.04.2015 the death claim repudiation letter dated 30.07.2015 stated that the Insured person expired before date of commencement of the policy.

As per investigation report and the verbal statements of the nominee & neighbors the deceased L.A. had suffered with stomach cancer since one year and they had not taken any treatment due to her family's financial condition on 04.02.2015 she had complaint about severe chest & stomach pain and suddenly collapsed at around 5 P.M and some seniors villagers had declared her dead and conducted final rituals on the same day evening.

After carefully reading all material facts provided by both the parties and as per the oral deposition it is a clear case of fraud, documents produce by the Complainant clearly shown as fabricated and maculated.

Since there has been suppression of material facts & manipulation in the date of death, the complaint has no merit

**Case of:-Smt. Alkaben M. Rajput VS L.I.C.of India**

**Complaint REF:No. AHD-L-029-1516-0318**

The Complainant's husband expired on 25.10.2014. The death claim repudiation letter dated 25.05.2015 stated that the deceased had withheld material/correct information regarding his health at the time of effecting the insurance.

As in the proposal form, the DLA had answered the question No. 12 (ka),(kha), (Gha), (cha) & (ta) regarding his health in negative suppressing the material facts required for underwriting the proposal. The Respondent had produced the Clinical history dated 15.04.2014 of the Gujarat Cancer & Research Institute mentioned that the DLA had undergone for HPE test on 30.10.2012 prior to the date of proposal. Progress note & treatment sheet of the hospital dated 02.05.2014 had mentioned case of HCC since 2 years before the date of proposal. As per Employer certificate the DLA was without pay leave from 29.10.2012 to 07.12.2012 for 40 days and this date is the period when the DLA was advised for HPE test on 30.10.2012.

Since there has been suppression of material facts by the DLA, the complaint has no merit

**Case of:-Smt. Chandra Kumari VS TATA AIA Life Insurance Co. Ltd.**

**Complaint REF:No. AHD-L-046-1516-0355**

The Complainant's husband had purchased TATA AIA Life Maha Gold plan insuring the Life of Master Rutik S. Naidu. The deceased proponent had desired for premium waiver benefit in case of his death during the premium payment period. The policy commenced from 26.06.2013. The Complainant's husband expired on 07.03.2015. The Accelerated Benefit Payment Riders claim was rejected stating that the deceased had withheld material information regarding his health at the time of affecting the insurance.

As per Discharge Summary of Mitra's Clinic & Nursing Home, Hakimpura, Siliguri the proposer had history of CVA on 07.01.2013 and was treated conservatively at local hospital and the patient was a case of CVA with right basal ganglionic bleeding with giddiness, vomiting and left upper limb weakness since 05.02.2013. And finally the patient was diagnosed with CVA right basal ganglia hemorrhage leading to left hemiparesis & HTN. All medical history was dated prior to the date of proposal.

Since there has been suppression of material facts by the proposer, the complaint has no merit

**Case of:-Sh. Jaykumar N. Srivas VS L.I.C.of India**

**Complaint REF: No. AHD-L-029-1516-0375**

The Complainant's wife was insured with the Respondent. The date of commencement of the policy was 28.02.2011. The Complainant's wife expired on 11.04.2014. The death claim repudiation letter dated 23.09.2014 stated that the deceased had withheld material/correct information regarding her health at the time of revival of the policy on 01.10.2012.

The Respondent could not substantiate the repudiation with proofs to show that the DLA had suffered from COPD for 15 years. The Respondent had picked up the medical history of the DLA from the medical case papers. Doctor Yogesh Panchal in his medical sheet dated 08.02.2013 had mentioned COPD as "15 years". While Samkit Hospital discharge card dated 01.03.2013 did not mention the period against COPD. The treatment sheet of Sheth Vadilal hospital dated 02.03.2013 mentioned the patient to be a known case of COPD. However, the last attending doctor N.B. Rawal, from whom the DLA had taken the treatment, in his statement in the claim form had mentioned the duration of COPD as 2 to 2.5 years. If the last attending doctor's noting on the duration of illness "2 to 2.5 years" of the DLA was to be considered, it dates back to after commencement of the policy but before the date of revival. None of these papers proved that the DLA had acquired COPD & COPI before the DOC of the policy or revival of the policy with concrete proofs like consultation papers, medical investigation reports consultation fee charges by the doctor etc. The policy had run for 3 years 1 month and 3 days in all, and 1 year 7 months & 3 days from the date of revival. The Respondent had repudiated the claim without establishing the suppression of material facts with proper documents.

The repudiation of the claim was incorrect. The Complainant is entitled for relief.

The complaint is admitted.

**Case of:-Smt. Sangeeta ben Raval VS HDFC Life Insurance Co. Ltd.**

**Complaint REF: No. AHD-L-019-1516-0384**

The Complainant's husband expired on 02.11.2014. The death claim repudiation letter dated 27.05.2015 stated that the deceased had withheld material/correct information regarding his income at the time of effecting the insurance.

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After carefully reading all material facts provided by both the parties and as per the oral deposition, it is a clear case of suppression of material facts, the facts which were necessary to have been disclosed before taking the Life Insurance Policy.

The Respondent was asked to let the Forum know as to what action the company was taking in such cases where the premium was received by them through third party credit card. The Respondent produced a list of cases where the premium had been paid by one Rajshree Vani using the credit card and funded policies of different lives. He also informed that as there was no insurable interest of the person paying the premium, they had cancelled the policies and the policy holders had not approached them to reinstate the policies. The representative also informed that they don't have a check in the system to prevent a third party paying the premium of some other non-related policy holders.

The Respondent was advised to file a FIR with the police against the agent, official involved and pursue the case so that such frauds are stopped. The Respondent was cautioned to be careful in not accepting the third party credit cards payment towards the premium.

Since there has been suppression of material facts by the DLA, the complaint has no merit.

**Case of:-Sh. Naheen Vakil VS L.I.C.of India**

**Complaint REF: No. AHD-L-029-1516-0423**

The Complainant had met with an accident while on duty in a ship on 06.06.2013. He was hospitalized at Ganga Medical Centre & Hospitals Pvt. Ltd. and was operated for Exploration of right side brachial plexus extra plexal neurotisation of spinal accessory to beceps branc on 13.08.2013. Thereafter, the complainant was hospitalized for 4 times for further follow up and procedures. Finally he was issued a certificate dated 23.08.2014 from Sir T Hospital, Bhavnagar that the Complainant had 90% permanent physical disability (Locomotor Disability) on his right hand The Complainant had filed a claim for the benefits of permanent disability but the Respondent had rejected his claim stating that the disability was not covered under the policy condition.

As per the policy condition there should be an accident in which Insured would have lost any two limbs and he was not in a position to earn his livelihood. In the subject claim the accident had not disabled the Insured as defined in the policy condition as told by the Complainant he was also getting some payment from the Company once in three months or so.

The complaint had no merit.

**Case of:-Sh. Shambhubhai S. Rabari VS Reliance Life Insurance Co. Ltd.**

**Complaint REF: No. AHD-L-036-1516-0492**

he Complainant's brother expired on 10.02.2015. The claim repudiation letter dated 01.06.2015 stated that the Insured person suffered from Tuberculosis since 08.06.2014 & this material fact was not disclosed at the time of taking the policy.

After carefully reading all material facts provided by both the parties and as per the oral deposition, it is a clear case of suppression of material facts, which were necessary to have been disclosed before taking the Life Insurance Policy.

Since there has been suppression of material facts by the DLA, the complaint has no merit.

**Complainant: - Smt. Raghvendra Dhoot V/s Respondent: - L.I.C.of India**

**Complaint No. AHD-L-029-1516-0550**

The Complainant's wife expired on 02.07.2014. The death claim was repudiated vide letter dated 03.01.2015. It stated that the deceased LA had suffered from ulcerative colitis for last four years, which was prior to the date of proposal for insurance, and that the replies given to certain questions in the proposal form were false.

After carefully reading all material facts provided by both the parties and as per the oral deposition, it became clear that it was a case of suppression of material facts. The facts which were necessary to have been disclosed before taking the Life Insurance Policy had not been declared by the Deceased Life Assured.

The complaint is admitted for refund of premium.

**Case of:-Jayantilal BhambhiVS Future Generali India Life Insurance Co. Ltd.**

**Complaint REF:No. AHD-L-017-1516-0635**

The Complainant's brother expired on 05.09.2013. The death claim repudiation letter dated 23.09.2015 stated that the deceased had withheld material/correct information regarding his income at the time of effecting the insurance.

After carefully reading all material facts provided by both the parties and as per the oral deposition, it is a clear case of suppression of material facts, the facts which were nsurance contracts are contracts of 'Uberrima Fides' i.e. Utmost good faith and every fact of material must be disclosed, otherwise, there is a good ground for rescission of the Contract. The duty to disclose material facts has been violated in this case by the Insured while proposing for insurance. When information on a specific aspect is asked for in the Proposal form, the Life Assured is under a solemn obligation to make a true and full disclosure of the information on the subject which is well within his or her knowledge.

Since there has been suppression of material facts by the DLA, the complaint has no merit.

**Complainant: - Smt. Harshidaben V/s Respondent: - L.I.C.of India**  
**Complaint No. AHD-L-029-1516-0705**

The Complainant's husband was insured with the Respondent for Rs. 100000/- & Rs. 125000/- under two different policies with date of commencement as 03.05.2012. The Complainant's husband expired on 20.12.2014. The death claim was repudiated vide letter dated 26.03.2015. It stated that the deceased LA was habitual to chew Gutka/Pan Masala since last seven years, which resulted into cancer of tongue and that caused his death, and that the replies given to certain questions in the proposal form were false (Suppression of material facts).

The Respondent has failed to establish their reason for repudiation of the claim viz. "suppression of material fact on consumption of tobacco." with independent evidence as per sec. 45 of the insurance act. viz.

1. The matter suppressed were material for underwriting.
2. The materials suppressed were with the knowledge of the DLA.
3. The material suppressed were with fraudulent intention

The Complainant therefore is entitled for relief. The complaint is admitted.

**Case of Mrs. Jyoti K. Desai V/S ICICI Prudential Life Insurance Co. Ltd.**

**Complaint REF:No. AHD-L-021-1516-0760**

The Complainant had purchased a pension policy from the Respondent. The Insured complained that she was not paid pension of Rs. 1080/- as per the annuity quotation, instead she was paid Rs. 967.50 p.m. only i.e. short payment of pension by Rs. 112.50 p.m.

The Respondent has informed that as per calculation, the pension payable was Rs. 945/- but they had paid Rs. 967.50 pension per month due to some error which they confirmed would continue to be paid in future as well.

As the Respondent had paid Rs. 967.50 p.m. instead of Rs. 945 p.m. the complaint had no merit.

**Complainant: - Smt. Jayaben K. Suva V/s Respondent: - S.B.I. Life Insurance Co. Ltd.**  
**Complaint No. AHD-L-041-1516-0807**

The Complainant's husband expired on 25.07.2015. The death claim was repudiated vide letter dated 09.10.2015. It stated that the deceased LA suffered from Dry Gangrene & Gouty Arthritis and was under treatment for the same from 10.09.2013 which was prior to the commencement of the policy, and that the replies given to certain questions in the proposal form were false.

After carefully reading all material facts provided by both the parties and as per the oral deposition, it became clear that it was a case of suppression of material facts. The facts which were necessary to have been disclosed before taking the Life Insurance Policy had not been declared by the Deceased Life Assured.

The complaint has no merit.

**Bengaluru Centre**  
**Between Smt Lakamma & LIC of India.**  
**Award date 15.12.2015**

The Deceased Life Assured, Mr. Mallikarjuna (DLA) secured the above mentioned policies from the Insurer w.e.f. 27.12.2012 and 26.03.2013, respectively. The nominees preferred Death Claim with the Insurer due to death of DLA on 23.05.2014, which was repudiated by the Insurer. Hence, they have approached this Forum for consideration & settlement of claim.

The claim has been rejected on the ground that, at the time of taking the policy, DLA failed to disclose the medical history during 2011. The Insurer has produced copy of the Medical Certificate from K. R. Hospital, Mysore as evidence in support of their contention. There is no diagnosis stated as per the certificate, which does not bear any date.

Since the death occurred at residence, the cause of death cannot be construed in relation to undisclosed ailment, as contended by the Insurer. It is also observed that DLA had procured both the policies and there is no circumstantial evidence/ concrete proof to show any fraudulent intention of DLA to gain from insurance.

A Contract of Insurance being a contract of utmost good faith, the Insured is bound to give correct information about him/her, while obtaining life cover from the Insurer. But, the Insurer has also not succeeded in establishing any mala-fide/fraudulent intention on the part of the DLA. Invoking Section 45 of the Insurance Act, 1938 for repudiation of claim by the Insurer, in the absence of adequate and concrete evidence in respect of this case, provides sufficient scope for allowing relief to the Claimants.

**Hence the Complaint is allowed.**

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**Complaint No. BNG-L-029-1516-0505**  
**Between Smt. A Satyavathi & LIC of India.**  
**Award date 21.10.2015**

The Complainant is the mother of the Deceased Life Assured, Late A.Sarveshwara Rao, who had secured an insurance policy no.665733789 from LIC of India. The Complainant is the nominee under the policy and the Life Assured died on 16.05.2013 due to High Fever (as per the claimant's statement) at his residence. The policy had run for 30 days after commencement of the policy.

The evidence produced for proving pre-proposal illnesses is details of "medical treatment at Sri Sathyasai Institute of Higher Medical Sciences, Prashanthigram, Beedupalli from 15/04/1996 to 17/04/1996, where the Final Diagnosis is mentioned as "VSD with severe PAH with Eisenmenger's Syndrome" wherein the personal data and the address tally with that of DLA. Since exact cause of death was not ascertained by any medical examiner, the question of nexus between cause of death and the pre-proposal ailment does not arise.

Since the Complainant contested the authenticating of this proof, both the parties maintained their own new point, the Forum directed the father of DLA (who attended the hearing representing the Complainant) to provide a no objection letter to the Insurer for obtaining medical records from Narayana Hrudayalaya, Bangalore, so that the Insurer would obtain and produce further proof from the hospital. Since, he refused to do so with no plausible reason, the Forum has no alternative but to accept the contention of the Insurer of non-disclosure of material fact regarding the health of the Insured at the time of taking insurance.

**Hence the complaint is dismissed.**

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**Complaint No. BNG-L-029-1516-465**

**Smt. Bhadramma & LIC of India**

**Award date 25.10.2015**

The Complainant is the wife of the DLA, Late Basavaraj Gudugunti who had an insurance policy no.665578373 for Sum Assured of Rs.12 lakh from Life Insurance Corporation of India. The Life Assured died on 08.07.2012 due to Stomach Pain (as the per Complainant's statement). The policy had run for 1 year 3 months and 7 days after commencement of the policy till his death.

It is observed from the Claim Form submitted by the claimant to the Insurer, it clearly states that DLA was under consultation with Dr. B S Patel of SDM College of Medical Sciences & Hospital, Dharwad from 18.06.2012 to 23.06.2012 for the complaint of stomach pain. The case sheet papers procured by the Insurer during hospitalization of the DLA clearly states:-

-DLA was a known case of Hypertension, Diabetes mellitus on treatment for 20 years

-DLA was chronic alcoholic for last 30 years

-DLA was a known case of Liver Cirrhosis since 2 years and Endoscopic banding done 5 years back

-The complaint reported at the time of admission being Hematemesis, these is mention in the report that "similar history 5 years back"

The proof produced as evidence by the Insurer is sufficient to prove suppression of material fact and the Insurer's decision to repudiate the claim is thus justified.

Insurance being a contract of utmost good faith, the Insured is bound to give correct information about him/ her for obtaining life cover with the Insurer. Though the Complainant contested that DLA was healthy, suppression of actual health condition is proved by the medical reports, thus establishing non-disclosure of material information regarding the health of the Insured.

**Hence, the complaint is dismissed.**

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**COMPLAINT NO: BNG-L-029-1516-0500**

**Between Smt.Bhagyamma & LIC of India**

**Award date30.05.2015**

The L A Mr. Kempe Gowda H.N, who was working as a bus-cleaner, had a policy no.616506752, DOC 28.06.2011, with his sister, Mrs. Bhagyamma, as the nominee. The LA died on 07.08.2013 due to Hernia and was not hospitalised at the time of death (as per the claimant's statement). The nominee preferred the claim with the Insurer by submitting the required documents. As the death occurred within 2 years 1 month and 9 days, an investigation was arranged by the Insurer which revealed that DLA was a HIV patient and had taken treatment prior to policy date, which he suppressed at the time of proposing the policy. Hence, the claim was repudiated on the grounds of non-disclosure of material facts and also due to moral hazard as the nomination was in favour of DLA's Sister though DLA had his wife & children.

It is observed that the letter issued by the District AIDS Prevention and Control Unit, Tumkur vide No.DAPCU/T/329/14-15 dated 24.03.2015, marked by the Insurer in support of their claim only reveals that the said Unit is not having any information of the above said person.

Nomination under the policy and the Insurable interest are two separate concepts altogether. The question of nominating his sister despite the fact that DLA had a family of his own at the time of nomination should have been looked into by the Insurer at the time of underwriting, particularly, when the details of his own family are available in the proposal form. Even if nomination as made by him is not correct, the law will take its own course and this cannot be a reason for repudiation of the claim. The policy has run for more than 2 years before the death of the Insured, thus invoking Section 45 of the Insurance Act, 1938, without any concrete proof, (other than the Investigation Report) does not justify repudiation of claim by the Insurer. **Hence the complaint allowed.** =====

**COMPLAINT NO: BNG-L-041-1516-0545**

**Between Mr.Shahabaz Ali & SBI Life**

**Award date 18.09.2015**

Mr. Shabir Ali (DLA) had secured a Group Policy 70000003903, to protect a loan availed from State Bank of India. On 10.03.2015, the Insured died due to Heart Attack. The claim submitted by the nominee was rejected by the Insurer due to suppression of material fact about pre-proposal health condition. The Complainant has, however, contended that the Insurer's decision is unjustified and has sought relief before this Forum.

The DLA had taken treatment at Apollo Hospitals from 21/07/2014 to 14/08/2014 for treatment of Diabetic Foot Sepsis, Diabetes Mellitus, Hypertension and Coronary Artery disease and underwent amputation of 1st, 2nd and 3rd toes of right foot. Here, the past history reads as: "known case of DM started on medication since 3 months". Again, on 01/09/2014 he was admitted in the same hospital with diagnosis of CAD (DVD), IHD, Severe LV Dysfunction, Left Foot Ulcer S/P Angioplasty, DM showing the procedure of "Split Skin Grafting" done on 15.09.2014 and has been discharged only on 22/09/2014. The Past history shown here is: "DM+, CAD – DVD". This medical history, though pertains to pre-proposal period, was concealed. Thus, the claim repudiated by the Insurer, is in order. However, the Insurer have refunded premium of Rs. 4,028/- on 31/07/2015.

**Hence, the complaint dismissed.**

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**COMPLAINT NO: BNG-L-029-1516-0545**

**Between Smt. Nirmala H K & LIC of India**

**Award date 18.09.2015**

The DLA, Mr. Basavaraja had secured a policy no.665476649 from LIC of India, whose Death Claim has been considered by the Insurer on ex-gratia basis. The Complainant sought relief before this Forum for settlement of the Death Sum Assured along with Accident Benefit.

It is observed that the death of the LA has occurred due to a Road Accident and that only two annual premium were paid under the policy. The policy had been in lapsed status as on the date of death and thus, the policy stipulates for forfeiture of premium and no Death Claim Benefit is available. The Insurer have agreed to consider settlement of 50% of the Sum Assured on the maturity date i.e. 13.12.2028, (as the plan is under T-90 i.e. Marriage Endowment/Education Annuity) on ex gratia basis, which this Forum has taken as goodwill gesture by the Insurer.

**Hence, the complaint dismissed.**

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**COMPLAINT NO: BNG-L-021-1516-0509**

**Between Mr.B Moreppa & ICICI Prudential Life Insurance Co.**

**Award date 27.11.2015**

Mr. B.Moreppa filed a case against ICICI Prudential Life Insurance Co Ltd for repudiation of Death Claim in respect of his brother, (Late) Mr. Sanna Mareppa, under the policy no.18143308. The DOC of the policy is 23.10.2013 and the date of death is 09.03.2014, being a very early death claim.

The Insurer vide their mail dated 27.11.2015, intimated this Forum that the Financial Advisor who has sourced the policy has indulged in fraudulent activities such as sourcing policy on dead person and FIR has already been filed against him during September, 2014. They have added that there were many such instances which are identified even now for which, the Insurer have decided to initiate police action on

the grounds of fraud and medical non-disclosure and such frauds are being investigated in this case also.  
**Hence the complaint closed/dismissed. ===oo===**

**COMPLAINT No: BNG-L-029-1516-0552**  
**Between Mr.B K Narasimppa & LIC of India**  
**Award date 31.11.2015**

The Complainant secured a policy no.364702428 on the life of his son, B.N. Lalu Prasad (DLA) w.e.f. 09.03.2011 and the policy was lapsed on account of non-payment of premium from March 2012. DLA died on 07.02.2014 and on lodging claim with the Insurer, the claim was repudiated due to suppression of the fact that the DLA had met with a Road Traffic Accident (RTA) on 16.01.2014, before revival of the policy on 20.01.2014. The Complainant has approached this Forum for settlement of Death Claim.

The Life Assured had been admitted in the hospital on account of severe head injury, when revival was sought. The policy was in lapsed status after payment of the first premium and was revived after the road accident by remitting 2 more annual premium. Hence, the medical evidence submitted by the Insurer as well as the circumstantial evidence have established non-disclosure of pre-revival health condition of DLA for financial gain.

**Hence, the complaint dismissed.**

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**COMPLAINT NO: BNG-L-024-1516-0654 & 0655**  
**Between Mr. Mallikarjuna & India First Life Insurance Co Ltd**  
**Award date 15.12.2015**

Mr. Hanumanthappa (DLA) secured policy no. 10369466 & 10369319 from the Insurer, the risk commencing from 19/01/2013. DLA died on 24.10.2014 at residence, following heart attack (as per the Claimant's statement). The nominee's claim was rejected on the ground that the correct age of DLA was suppressed at the proposal stage and there was gross-understatement of age.

It is observed that the Insurer have repudiated the claim based on the age (72 years) mentioned in the BPL card, while the age (52 years) as in Voter's ID has been accepted at the time of proposing for insurance. The Complainant has stated that the age in BPL card has been issued with typographical error. Further, the age of DLA as per the Adoption Deed executed by DLA more than 10 years back, i.e. on 13.03.2004 also coincides with the age mentioned in the proposal form. This Adoption Deed, having been executed much before proposing for the Insurance policies is beyond doubt the most reliable document.

The underwriting at the time of revival of the policy has been done with an incomplete document and the insurer has not produced any concrete proof to substantiate their stand, thus, not justifying repudiation of the Death Claim.

**Hence the complaint is allowed.**

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**COMPLAINT NO: BNG-L-043-1516-0661**

**Between Mr.Basayya & Shriram Life Insurance Co Ltd**

**Award date 15.12.2015**

The Complainant, Mr. Basayya procured a policy no. 031400117934 from Shriram Life Insurance Co. Ltd on the life his wife Mrs. Maribasamma for a Sum Assured of Rs.10 lakh. She died on 08.08.2014 due to heart attack (as per the Death Declaration notarized on 19.01.2015). The nominee preferred the claim with the Insurer which was repudiated stating that DLA was a HIV patient, which was suppressed at the time of proposing the policy. The Complainant contested that the DLA was healthy prior to death. Hence, he has approached this Forum for redressal of his grievance.

It is observed that:

-the Complainant given in writing stating that his wife, DLA was cook in the hostel and was earning Rs.4000/- to Rs.5000/- per month.

-DLA was suffering from piles about 2-3 years before the date of proposal and on account of heavy blood loss. The surgery was done on her just before 4 month of her death by blood transfusion. This event also 2 month before date of proposal.

-The Complainant who is the husband of DLA confirmed that neither he himself (working as painter in civil constructions) nor any of his two children are covered under any insurance, whereas DLA had been covered to the tune of 10 lakhs, vide this policy, thus being a source of potential moral hazard.

Suppression of the health condition of the life to be covered at time of proposal is evident, as such claim repudiation done by Insurer is established by proofs submitted and also from the submission made during personal hearing by the Complainant.

It is pertinent to point out that the Insurer's underwriting norms with respect to the potential moral hazard in selection of risk proposed to be covered needs complete review as utmost attention is required to be paid in weeding off such unwarranted circumstances. The conduct of the intermediary procuring this business also need to be examined and analysed.

**Hence the complaint dismissed.**

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**COMPLAINT No: BNG-L-029-1516-0602 & 0603**

**Between Smt.Lakshamma & LIC of India**

**Award date 15.12.2015**

Mr. Mallikarjuna (DLA) secured a policy no. 725343971 & 725548995 from LIC of India w.e.f. 27.12.2012 and 26.03.2013, respectively. The nominees preferred Death Claim with the Insurer due to death of DLA on 23.05.2014, which was repudiated by the Insurer. Hence, they have approached this Forum for consideration of settlement of claim.

-The claim repudiation was communicated after two years by the Insurer, as the Insurer has to justify his action as per the Sec.45 of the Insurance Act.

-The medical corticated of K R Hospital Mysore produced by the Insurer as an evidence for their act of repudiation, is not bearing any date and also do not shows any diagnosis.

-Since the death occurred at residence, the cause of death cannot be construed in relation to undisclosed ailment, as contended by the Insurer.

-Invoking Section 45 of the Insurance Act, 1938 for repudiation of claim by the Insurer, in the absence of adequate and concrete evidence in respect of these policies, provides sufficient scope for allowing relief to the Claimants. **Hence the complaint is allowed.** =====000=====

**COMPLAINT No.BNG-L-041-1516-0586**

**Between Mr. Yallavva S Waddar & SBI Life Insurance Co. Ltd**

**Award date 29.12.2015**

The DLA, Mr Shankarappa Venkappa Waddar secured a policy no.13000960810 by payment of premium @ Rs.9956/-, semi-annually w.e.f. 02.07.2013. On account of his death on 17.07.2013, the nominee (the Complainant) preferred Claim with the Insurer, who repudiated the claim on the ground of non-disclosure of material fact.

It is observed that the Claim has been repudiated due to non-disclosure/ concealment of medical history of 'Metastatic So Cell' at the proposal stage. Death has occurred within 15 days from DOC. The Insurer has produced a copy of the Case Summary Sheet with O.P.D No. 2385 from Kidwai Memorial Institute of Oncology, Bangalore as an evidence to show non-disclosure of medical / material fact. It is also observed that the data with regard to identity of the Insured captured in this hospital record matches with the details in the proposal form. The Complainant has not responded to the call to attend the personal hearing on 29.12.2015. Even while informing about the personal hearing in the mobile telephone registered with the Forum, the Complainant responded as if she was not aware of any such case nor did she expressed her willingness to attend the personal hearing.

Insurance being a contract of utmost good faith, the Insured is bound to give correct information about him/ her for obtaining life cover with the Insurer. Though the Complainant informed this Forum that the Insurer was not justified in repudiating the claim based on false allegations, her indifference to the call of this Forum leaves scope for believing /proving that the medical proof as furnished by the Insurer in support of their contention is correct, thus establishing non-disclosure of material information regarding the health of the Insured. **Hence, the complaint dismissed.**

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**COMPLAINT No: BNG-L-041-1516-0711**

**Between Mr. Santhosh Kumar T & SBI Life Insurance Co Ltd**

**Award date 06.01.2016**

Mr. Hampanna (DLA) secured policy no.70000001001 with single premium of Rs. 10,912/- w.e.f. 30/03/2013. He expired on 11.02.2015, but Death Claim under the policy was repudiated on the ground of non-disclosure of material fact.

During the course of the personal hearing, the Complainant contradicted the written request to the Forum by declaring that his father was a diabetic and was not well, after a series of queries raised with regard to the state of health of his father. He also affirmed that DLA was admitted in hospital in 2011, but was not ready to narrate the exact ailments associated with these hospitalizations. Later, he reported that DLA would have disclosed all ailments to the agent who solicited the policy, who would not have disclosed the same while filling the proposal form.

It is observed that the Insurer have produced the hospital records which is a concrete evidence in support of their contention about previous health condition of the DLA.

The Death Summary dated 11.02.2015 from the Apollo Hospitals, Bangalore with the admission details on 03.02.2015 reports " Uncontrolled DM Type II + DSPN with Diabetic Foot Infection", and DLA on treatment at the hospital till death.

**Hence, the complaint is dismissed.**

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**COMPLAINT No. BNG-L-029-1516-0835**  
**Between Smt. H J Manjulamma & LIC of India**  
**Award date 22.01.2016**

Mr. Umeshappa H P (DLA) had secured a policy no.616461773 from LIC of India and the Death Claim preferred by the nominee, Mrs. H. J. Manjulamma, was repudiated by the Insurer for non-disclosure of material fact regarding his health while proposing and also while seeking revival of the policy.

While the proposal carries relevant queries to bring out the facts such as diagnostic tests, hospitalization, alcoholism, DLA did not divulge all available information, atleast his condition of bleeding of nostril or alcoholism (also evident from the submission by the Complainant during the course of personal hearing). Since the suppression of health status of DLA is evident at the time of proposing for insurance, repudiation considering the provisions of Section 45 of Insurance Act, 1938 is only reasonable. Here, DLA has not disclosed even these facts, which he was well aware at the time of proposing the policy, thus making it evident the wilful suppression to obtain life cover.

**Hence, the complaint dismissed.**

**Bhopal Ombudsman Centre**  
**Synopsis October, 2015 to March, 2016.**

**Death Claim**

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**Case No. BHP-L-032-1516-0086**

Mr. Girija Shankar Saxena V/s Max Life Insurance Co. Ltd.

**Award Dated : 30/10/2015**

**Facts :**

The complainant's wife Late Jagjeet Saxena had taken two policy bearing no.622747400 and 625802715 in the month of July, 2009 and February, 2010 respectively from the respondent company. It is further said that the policy holder had surrendered the policy no. 622747400 in the month of January, 2015 and the respondent company also paid surrender value amounting Rs. 75,998.58. It is also said that suddenly, the policy holder Mrs. Jagjeet Saxena died on 21.02.2015 and since he is nominee under the said policy, so on 09.03.2015 he appeared in the respondent's office at Bhopal with an application of Death Claim then it was told in the office that the policy no. 625802715 has been surrendered and refused to take the application. Thereafter, on 17.03.2015 a written application was given in the Bhopal office of the company informing that policy no. 622747400 was surrendered and the original policy no. 625802715 is available with nominee/ complainant then how the surrender was possible without original policy document. The complaint was also sent to the head office of the company at Gurgaon and reminder was sent to the Bhopal office and the error was accepted by the respondent's office and used to inform on phone that his application is under process which was pending till date of filling complaint and his grievance has not been redressed. Being aggrieved by the action/decision of respondent

company, the complainant approached this forum for relief of making payment of Rs.4,00,000/- towards death claim under the policy document as mentioned in the Annex.VI-A.

The insurer in their said SCN have admitted about the issuance of the aforesaid two policies to the wife of the complainant Mrs. Jagjeet Saxena and have taken the plea in their defence that the policy holder/ insured had opted to surrender the policy no. 625802715 on 13.01.2015 vide policy cancellation form and accordingly surrender was processed and surrender amount Rs.75,995.58 was transferred to the policy holder account as per the terms and conditions of the policy and have contended that the wrong policy document was attached alongwith the surrender form by the deceased LA which came into light recently and since the surrender form was duly filled and signed by the deceased LA herself, so nothing further remains payable by the respondent company in the said policy and also contended that since the surrender was made before the death of the insured which occurred on 21.02.2015 so, death claim of the insured made by the complainant cannot be entertained by the respondent company in policy no. 625802715 and the complainant has not yet preferred death claim under policy no. 622747400.

**FINDINGS & DECISION:**

I have gone through the material available on the record and the submissions made on behalf of both the parties. The record shows that an interim order was passed on 06.10.2015 and respondent company was directed to submit their clarification/stand about possession of original policy document bearing no. 625802715 with the complainant which is said to have been already surrendered and death claim has been refused/denied on that basis by the respondent company within 15 days from date of receipt of this Interim Order but the respondent company have not complied with the interim order and have not sent their clarification as required about possession of the original policy document with complainant. It is not in dispute that the death claim of the complainant made under policy no. 625802715 has been refused /not considered on the ground of surrender of the said policy. The record shows that in the policy cancellation form (surrender form), the description of policy no. 625802715 has been mentioned and in the branch mandatory check list, it has been clearly tick marked ( ) that all mandatory documents as listed above are collected and all documents are original seen and verified by the Max Life Insurance personnel and all copies to be self attested by policy holder which is said to have been signed by the life assured. Thus, it is crystal clear that for processing the payout on the basis of surrender form, the submission of original policy document by the policy holder is the mandatory requirement. The email dated 19.05.2015 sent by the respondent company to the complainant regarding query with respect to policy no. 622747400, they have clearly mentioned that due to an inadvertent wrong details were shared in their previous letter dated 28.03.2015 stating that they require the below mentioned documents in order to process the claim for policy no. 625802715 and the

complainant was requested to pay back surrender payout of Rs.75,995.58 for policy no. 625802715 but at the same time they have also mentioned that they have investigated the matter and as per investigation, the policy no. 625802715 was correctly surrendered by the policy holder and they required some documents to process the death claim under policy no. 622747400. Thus, it is established from the above email that some error was committed about making payout under policy no. 625802715 without submitting the original policy document which was the mandatory requirement for processing the surrender request if it was so. The respondent company should have refused to consider the surrender request due to non submission of the original policy document bearing no. 625802715 and the deceased life assured/policy holder wife of the complainant should have been intimated and asked to submit the original policy document bearing no. 625802715 and in absence of the said original policy document, the surrender request should not have been processed. The insurer's representative has also failed to satisfy about possessing the original policy document 625802715 by the complainant at the time of hearing. The insurer's representative has also conceded that policy is surrendered with original policy document. It is established from the material on the record that the respondent company have violated the condition of mandatory requirement of submitting the original policy document with the surrender request form and was negligent in making pay out under policy no. 625802715 without original policy document with the surrender form, so complainant cannot be made liable for commission of any act or omission in processing the surrender request by the respondent company which was not supported with the original policy document no. 625802715. In these circumstances, the respondent company is liable to process and settle the death claim as made under the policy document bearing no. 625802715 after adjusting the pay out as already made under the said policy document.

Under the aforesaid facts, circumstances material on record and submissions made by both the parties and the factum of possessing the original policy document no. 625802715 by the complainant, I am of the considered view that the action/ decision taken by the respondent company for not considering the death claim made under policy no. 625802715 is not justified and is not sustainable.

Hence, the respondent Max Life Insurance Co. Ltd. is directed to process and settle the death claim on merit made on the basis of the policy document bearing no. 625802715 which is still in custody of complainant after compliance of the necessary requirements within one month from date of receipt of this order and acceptance letter of the complainant. If the complainant is dissatisfied with the decision of the respondent, he may approach this forum/any other appropriate forum for redressal of his grievance, if any. In the result the complaint is allowed with above observation.

**Award/Order : Allowed**

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**Case No. BHP-L-029-1516-0185**

**Mrs. Kusum Sankat V/s Life Insurance Corporation of India**

**Award Dated : 12/10/2015**

**Facts :** The complainant's husband Mr. Onkar Prasad Sankat had taken a policy bearing no. 972037053 with date of commencement 28.05.1995 for the sum assured Rs.35,000/- on payment of premium amount Rs.199.00 on monthly mode from the respondent company. It is further said that her husband died on 22.08.2006 but she was not aware about the policy, so she could not lodge the death claim of her husband in time. After knowing about the policy, she lodged the death claim of her husband before the respondent company but they refused her claim on the ground of time barred case. Being aggrieved by the action of respondent company, the complainant approached this forum for relief of payment of claim amount Rs.27,137/-.

The complaint was registered. The prescribed forms were issued and replies have been received from the complainant. The respondent have not filed the SCN rather have submitted a letter dated 03.10.2015 mentioning therein that the amount of Rs.27,137/- has been paid through NEFT to the complainant under the aforesaid policy no.972037053.

For the sake of natural justice, hearing was held at Jabalpur Camp office. The complainant was absent. The insurer's representative was present who submitted that the payment of Rs.27,137/- has been made through NEFT to the complainant under the aforesaid policy no.972037053.

**FINDINGS & DECISION:**

I have gone through the material placed on the record and submission made. From the perusal of respondent's letter dated 03.10.2015, it is apparent that Rs.27,137/- has been paid as claimed through NEFT to the complainant under the aforesaid policy no.972037053 by the respondent company. Since, the claim has been settled and paid to the complainant, so it is needless to discuss the merit of the case. Hence the complaint stands dismissed.

**Award/Order : Dismissed.**

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**Case No. BHP-L-001-1516-0106**

**Case No. BHP-L-029-1516-0187**

**Mr. Rajkumar Rajput V/s Life Insurance Corporation of India Ltd**

**Award Dated : 27/10/2015**

**Facts :** The complainant's wife Smt. Mangla Rajput had taken a policy bearing no. 356219779 with date of commencement 20.03.2013 for sum assured Rs.2,00,000/- on payment of premium amount Rs. 2,256/- (monthly mode) from the respondent company. It is further said that his wife died on 11.11.2013 due to heart failure. Thereafter, he lodged the death claim before the respondent company but they repudiated his claim on the ground of suppression of materials facts of diabetes and his appeal

was also dismissed by the respondent company. Being aggrieved by the action of respondent company, the complainant approached this forum for relief of Rs.2,00,000/- with interest as mentioned in Annex.VI-A.

**FINDINGS & DECISION:**

I have gone through the material available on the record and the submissions made by both the parties. On perusal of the proposal form (xerox copy), it is clear that the DLA had suppressed material information about her health as well as remaining absent from place of work on grounds of health during the last five years and Q.No.11(a) to (i) have been answered in negative and in reply to Q.No.11(j), the DLA had answered that her usual state of health has been good but from copies of Form of application for leave submitted by the DLA to her department, it transpires that she availed Earned Leave from 03.02.2010 to 05.03.2010 for 31 days and from 06.03.2010 to 05.04.2010 for 31 days on medical ground and the medical certificate dated 06.03.2010 for Govt. Servants in form No.3 brought on record by the respondent endorses about recommendation/ extension of leave on the ground of suffering from DM with HT as the concerned doctor (medical officer) of the concerned hospital has clearly mentioned that “after careful personal examination of the case, certify that Smt.Mangla Rajput is suffering from DM with HT”. Though, the respondent company have not brought on record any treatment papers about taking treatment for DM & HT by the DLA but the certificate issued by the concerned doctor showing suffering from DM & HT on the basis of which the DLA took two months earned leave in year 2010 before inception of the policy cannot be ignored and also cannot be dislodged. Thus, from the above documents, it is established that the DLA was suffering from DM with HT before inception of the policy at the proposal stage and the DLA had deliberately concealed the above material facts about her said ailments in the proposal form for taking the said policy violating the principles of utmost good faith. The complainant himself has also admitted during hearing that his wife was suffering from diabetes before taking the policy.

Under the aforesaid facts & circumstances, material on record and submissions made, I am therefore of the considered view that the decision of the respondent company for repudiating the death claim under aforesaid policy is perfectly justified and is sustainable. Hence, the complainant is not entitled for the relief as prayed for. In the result, the complaint stands dismissed accordingly.

**Award/Order : Recommendation Order**

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**Case No. BHP-L-029-1516-0183**

**Mr. Vijay Kumar Shukla** V/s Life Insurance Corporation of India

**Award Dated : 28/10/2015**

**Facts :** The complainant's wife Smt. Nirmala Shukla had taken a policy Jeevan Saral bearing no. 345821649 with date of commencement 21.06.2012 for maturity sum assured Rs.26,032 and death sum assured Rs.1,00,000/- on payment of premium amount Rs. 408/- (monthly mode) from the respondent company. It is further said that his wife died on 27.09.2014. Thereafter, he lodged the death claim before the respondent company but the claim was repudiated on the ground of non disclosure of previous ailment in the proposal form. Being aggrieved by the action of respondent company, the complainant approached this forum for relief of making payment of total amount of Rs.1,01,224/- as mentioned in Annex.VI-A.

The respondent in their SCN have admitted about issuance of the said policy to the complainant's wife late Nirmala Shukla and have taken the plea that the DLA was suffering from Diabetes for last 20 years and Hypertension for last 14 years and she had chronic kidney disease and was under treatment taking consultation from the doctor and she was having ill health before the proposal stage but same were not disclosed by her in the proposal form, so death claim was repudiated on the ground of non disclosure of said previous ailments.

**FINDINGS & DECISION:**

I have gone through the material available on the record and the submissions made by both the parties. From perusal of the proposal form (xerox copy) brought on record by the respondent company, it transpires that the DLA had answered in negative against all the questions in column no. 11 (a) to (i) regarding treatment for any ailment and had categorically answered in negative regarding the ailments pertaining to Kidney, Diabetes, High blood pressure etc. The discharge summary of Bombay Hospital shows date of admission 24.03.2014 and date of discharge 27.03.2014 and Inpatient Initial Assessment Form dated 24.03.2014 and continuations sheets clearly show the history of past illness of the DLA as "DM2 from 20 years, HTN from 14 years and was patient of CKD Stage IV and the required treatment was given for the diagnosed ailments including HTN& DM2 and was advised renal/ diabetic diet also. Apart from it, from perusal of the prescriptions dated 17.07.2001 of Dr.Sunil M.Jain, Diabetologist and Endocrinologist, prescription dated 28.04.2008 of Dr.Suresh Jain Consultant Physician and diabetes specialist, prescription dated 11.06.2010, and prescription dated 26.09.2011 of Dr.Dharmendra Jhavar, MD, DNB, Associate professor MGM Medical College, Indore of the DLA, it is apparent that the DLA was suffering from DM2, HTN as well as kidney ailment before the proposal stage. The complainant has himself admitted during hearing that his wife was suffering from diabetes. Thus, it is established from the above medical documents that the DLA was suffering from Kidney disease, diabetes and

hypertension before commencement of the policy/proposal stage. The DLA was certainly in know of the fact that she was suffering from Kidney disease, diabetes and hypertension before taking the policy as she herself was undergoing treatment and by concealing the above material facts of Kidney disease, diabetes and hypertension, she obtained the above policy by violating the principles of utmost good faith. The insurance contract is based on principles of utmost good faith and the DLA had violated the same. Thus, I do not find any infirmity in decision of the respondent and I find substance in the contention of the insurer's representative regarding repudiation of the death claim made under aforesaid policy due to concealment of material fact of pre-existing ailment of Chronic Kidney disease, diabetes and hypertension. In these circumstances, the respondent is not liable to make payment of death claim under aforesaid policy to the complainant.

Hence, the complainant is not entitled for the relief as prayed for. In the result, the complaint stands dismissed accordingly.

**Award/Order : Dismissed**

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**Case No.BHP-L-046-1516-0296**

Mr. Anil Chourasiya V/s TATA AIA Life Insurance Co. Ltd.

**Award Dated : 26/11/2015**

**Facts :** The complainant's mother Smt. Kamla Devi Chourasiya had taken Home Loan for amounting Rs.10,00,000/- from TATA Capital Housing Finance Ltd. and for coverage of Loan, she had taken a policy TATA AIA Life Group Total Suraksha Policy No. UGML000006 with effective date 17.12.2012 and expiry date 16.12.2017 for initial sum assured Rs.10,00,000/- for coverage term of 5 years on payment of total premium amount Rs.24,123.69 making the complainant as nominee from the respondent insurance company. It is also said that his mother died on 06.05.2015. Thereafter, the claim was lodged before the respondent company but the respondent company paid only Rs.5,56,500/- which was deposited in the home loan a/c of his mother. Thereafter, he received information about depositing outstanding loan amount of Rs.3,38,762/- which is not justified. Being aggrieved by the action of respondent company, the complainant approached this forum for relief of making payment of Rs.4,43,500/- as mentioned in Annex.VI-A.

The respondent in their SCN have contended that the insured Late Kamla Devi Chaurasiya had availed loan from Tata Capital Housing Finance Limited vide loan account no. 9129458 and while availing the said loan, the insured also applied for Tata Capital Housing Limited Home Equity Borrowers " Tata AIA Life Group Total Suraksha plan vide policy no. UGML000006 through proposal form dated 19.11.2012. The plan was a Single Premium Mortgage Reducing Term Insurance Plan. The respondent

have contended that as per the agreed terms & conditions mentioned in the certificate of Insurance, the outstanding loan as on date of death was calculated by the policyholder Tata Capital Housing Finance Limited to be Rs. 8,93,621/- and as per the policy terms, the reducing sum insured was calculated to be Rs. 5,56,500/- as on the date of death of insured i.e.06.05.2015 and was paid to the policy holder through NEFT transfer and a letter was also issued to the policy holder on 30.06.2015 towards intimation of the claim settlement and the said payment towards settlement of the claim as per agreed terms of the certificate of insurance is the valid discharge of the company's liability and the complainant cannot go beyond the agreed terms for his ulterior motives to recover undue amount under the policy.

**FINDINGS & DECISION:**

I have gone through the material available on the record and the submissions made by both the parties. There is no dispute about taking home loan of Rs.10,00,000/- by the complainant's mother from the Tata Capital Housing Finance Limited and there is also no dispute about taking the Tata AIA Life Group Total Suraksha policy and complainant's mother was insured member and policy holder was Tata Capital Housing Finance Limited for a coverage term of 5 years. The policy terms & conditions as contained in the heading 'benefit provisions', clearly provides that "Upon receipt of the proof of the death of an insured member, in the form and manner specified by the policy, the company shall pay to the policyholder, in one lump sum, the sum insured on the life of such insured member determined by the Reducing Sum Insured schedule attached to the policy as at the date of death." The policy schedule attached with the policy document clearly shows with respect to aforesaid policy no. and certificate of insurance that an amount of Rs.5,56,500/- as current sum insured was only payable on date of death which took place in month of May, 2015. Thus, from the policy terms & conditions, it is crystal clear that on the death of an insured member, the company shall pay to the policy holder in one lump sum on the life of such insured member determined by the reducing sum insured schedule which is part of the policy document. So, the complainant cannot deviate from the terms & conditions of the policy document as agreed by the insured. So, I do not find any force in the contention of the complainant. Hence, Complaint stands dismissed accordingly being devoid of any merit.

**Award/Order : Dismissed**  
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**Case No. BHP-L-029-1516-0290**

**Mrs. Asha Sitlani V/s Life Insurance Corporation of India**

**Award Dated : 26/11/2015**

**Facts :** The complainant's husband Late Hasha Nand Sitlani had taken two policies bearing no. 200569539 and 201953219 with date of commencement 14.03.2006 and 21.10.2008 for Sum Assured Rs.1,00,000/- and Rs.2,00,000/- on payment of premium amount Rs. 9,142/- and 15,968/- on yearly mode from the respondent company. It is further said that the above policies were lapsed and were revived by her husband and at that time he was fully healthy and after medical examination the policies were revived as told by him. It is also said that her husband died on 18.03.2012. Thereafter, she lodged the death claim under aforesaid policies before the respondent company but death claim was repudiated on the ground of non disclosure of past illness in DGH at the time of revival. Being aggrieved by the action/decision of respondent company, the complainant approached this forum for relief of payment of Rs.1,26,200/- under policy no. 200569539 and Rs. 2,00,000/- alongwith bonus under policy no. 201953219 as mentioned in Annex.VI-A.

The respondent in their SCN have taken the plea that the death claim has been repudiated on the ground of non disclosure of past illness in DGH at the time of revival and cause of death has been shown as heart attack.

**FINDINGS & DECISION:**

I have gone through the material available on the record and the submissions made by complainant. From perusal of the DGH form (xerox copy) containing the signature of DLA on 14.12.2012 with respect to revival of lapsed policy no.201953219 and DGH form (xerox copy) containing the signature of DLA on 10.12.2012 with respect to revival of lapsed policy no.200569539, it transpires that the DLA/ policy holder had answered in negative "ugha " against all the questions under serial no. 2 (d) (1 to 7) and ((k) and (x) of the both the DGH forms relating to suffering from any ailment like TB, HTN or heart related problem, liver, spleen or peptic ulcer, kidney, urinary bladder, diabetes, hernia, leprosy nervous system or any other ailment for which the treatment was taken for more than a week, any surgery, ECG, X-ray etc. and have also answered "gki" showing him as completely healthy at that time while from perusal of the case record(xerox copy) of Janak Hospital, Gwalior it is apparent that DM II, ESS HT back 8-10 years with COPD has been clearly mentioned in history of the complainant at the time of his admission on 17.03.2012 in the said hospital and he died on 18.03.2012. The medical attendant's certificate shows the primary cause of death due to pulmonary edema and secondary cause of death as heart failure but the DLA had not disclosed about the above ailments like DM II, ESS HT and COPD in the DGH forms at the time of revival.

From close perusal of DGH form (xerox copy) containing the signature of the life assured on 14.12.2012 with respect to revival of lapsed policy no.201953219, it is apparent that the DGH was approved and the said policy was revived on 14.12.10 by the respondent company, Gwalior Division. The DGH form (xerox copy) contains the signature of life assured Hasha Nand Sitlani but the date has been mentioned as 14.12.2012 after overwriting on figure 10 and making 14 without any initial over the overwriting. From close perusal of the DGH form (xerox copy) containing the signature of DLA on 10.12.2012 with respect to revival of lapsed policy no.200569539, it is apparent that the **DGH** was approved and the said policy was revived on **14.12.10** by the respondent company, Gwalior Division but in the **SCN** the date of revival of policy no. 200569539 has been mentioned as **15.04.2011** which reflects that SCN has not been prepared on the basis of available record in the Divisional office, Gwalior and it also appears that the Sr. Divisional Manager was not serious in sending the SCN to this office in his signature as addressed in the SCN rather the SCN has been signed by the Manager (Claim). The DGH form (xerox copy) contains the signature of life assured Hasha Nand Sitlani but the date has been mentioned as 10.12.2012 and 14.12.2012 respectively above the signature of the life assured, while the death certificate issued by Govt. of M.P. clearly shows the date of death of the policy holder / DLA on 18.03.2012, so I am unable to understand that the policy holder who died on 18.03.2012, how could he make signatures on both the DGH forms on 10.12.2012 and 14.12.2012 in Datia in presence of the agent Mrs. Saroj Lilaramani bearing LIC agent code no.19-34C while the said agent has already been died on 16.07.2011 as clearly mentioned in the written submission of the complainant.

The above serious discrepancy regarding date of signing the DGH forms by the life assured and date of approval for revival clearly reflects about adopting some fraudulent means for revival of the aforesaid two policies and the manipulation in the DGH forms cannot be ruled out and it appears that the respondent company's officials were in league with the beneficiaries. The insurer's representative did not appear to clarify the above factual omission/ commission/ manipulation with regard to the dates mentioned in the DGH which is said to have been signed by the DLA. If the Sr. Divisional Manager would have gone through the SCN which was prepared on the basis of the documents available in the office like policy document, DGH forms, proposal forms etc., the above manipulation could have been come into his knowledge. From the above discussed facts, the genuineness of the DGH forms relating to both the policies becomes doubtful which requires evidence (oral and documentary) by both the parties.

This forum has got limited jurisdiction under RPG Rules, 1998. It can only hear the parties at dispute without calling fresh witnesses, summon them for deposition, ask for various evidences including cross examining outside parties which is beyond the scope of this forum. In order to resolve the subject matter of dispute, calling other witness may help in arriving at a just decision.

Under the aforesaid facts & circumstances, the complaint stands dismissed with a liberty to the complainant to approach some other appropriate forum/court to resolve the subject matter of dispute.

**Award/Order : Dismissed**

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**Case No. BHP-L-026-1516-0254**

**Mr. Jitendra Kumar Rai V/s Kotak Mahindra Old Mutual Life Insurance Ltd.**

**Award Dated : 26/11/2015**

**Facts :** The complainant's Grand Father late Jugalkishore Rai had taken a policy from the respondent company bearing no.02513514 with date of commencement 26.03.2012 for sum assured Rs. 10,00,000/- on payment of premium amount Rs. 25,000/- on half yearly mode for policy term and premium paying term of 15 years making the complainant Mr. Jitendra Rai as nominee. It is further said that his grandfather died on 30.05.2013. Thereafter, he lodged the death claim before the respondent company but only Rs.56,353/- was credited in his account no. 32717095028 through NEFT by the respondent company and for the rest amount, it was informed by the respondent company that wrong death of birth was told by his grandfather at the time of taking the policy while his grandfather had given his PAN card as a proof of date of birth in which dated 04.12.1957 is given and the death claim was rejected. Being aggrieved by the action/decision of respondent company, the complainant approached this forum for relief of payment of death claim Rs.10,00,000/- as mentioned in Annex. VI-A.

The respondent in their SCN have contended that the life assured was more than 65 years old at the time of application of the proposal and so, the company vide his letter dated 07.02.2014 rejected the claim based on non-disclosure and suppression of material information. However, an amount of Rs.56,353/- was refunded to the complainant towards the fund value available under the policy on the humanitarian grounds and prayed to dismiss the complaint.

**FINDINGS & DECISION:**

I have gone through the material available on the record and the submissions made by both the parties. This complaint has been filed by the grandson of the DLA while his grandmother as well as his father and elder uncles are also alive who are the preferential legal heir of the DLA which touches the maintainability of this case but without going into technicalities of this case, the order is being passed on merit.

From perusal of the proposal form (xerox copy), it is clear that the death of birth has been shown as 04.12.1957 and in Proof of Age, the PAN card was submitted. The voter list of 2012 shows the age of the DLA as 75 years and in the voter list of 2013 the age of the DLA has been mentioned as 76 years. The above voter list of 2012 and 2013 also shows the age of son of the DLA Mr.Sharda Prasad, the father of the complainant as 45 and 46 years respectively who is third son of the DLA as admitted by the

complainant himself. The above voter list of the 2012 and 2013 also shows the age of the wife of DLA named Khilona as 70 and 71 years respectively. The discharge summary of MH Public Charitable Trust Hospital, Jabalpur dated 26.05.2013 shows that the age of the DLA has been mentioned as 85 years and the discharge summary of Metro Hospital & Cancer Research Centre showing admission date 28.05.2013 and discharge date 30.05.2013 shows the age of the DLA as 85 years. The copy of PAN card issued on 01.12.2011 shows the date of birth of the DLA as 04.12.1957. The copy of the Ration Card issued on 20.03.2010 shows the age of the DLA as 52 Years and his wife Khilona as 50 years and Son Sharda Prasad as 38 years.

As per eligibility criteria for taking the Unit Linked Life Insurance Plan, the maximum entry age is 65 years as appears from Kotak ACE Investment Unit Linked Life Insurance Plan brochure brought on the record by the respondent company.

From the versions and counter versions of both the parties made during hearing regarding date of birth of the DLA and the documents brought on record in support of their contentions, I arrive at the conclusion that the date of birth of the DLA becomes disputed which is the vital material fact to decide the eligibility of the DLA to take the above policy as per eligibility criteria for taking the Unit Linked Life Insurance Plan. So, to my mind the above disputed material fact of date of birth of the DLA can only be decided by producing evidence (oral and documentary). This forum has got limited authority under RPG Rules, 1998. It can only hear the parties at dispute without calling fresh witnesses, summon them for deposition, ask for various evidences including cross examining outside parties which is beyond the scope of this forum. In order to resolve the subject matter of dispute, calling other witness may help in arriving at a just decision.

Under the aforesaid facts & circumstances, the complaint stands dismissed with a liberty to the complainant to approach some other appropriate forum/court to resolve the subject matter of dispute.

**Award/Order : Dismissed**

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**Case No. BHP-L-036-1516-0301**

**Mr. Mahesh Prasad Soni V/s Reliance Life Insurance Co. Ltd**

**Award Dated : 24/11/2015**

**Facts :** The complainant's son Mr. Rajesh Kumar Soni had taken a Guaranteed Money Back policy bearing no. 51062227 with date of commencement 06.07.2013 for sum assured Rs.2,33,600/- on payment of premium amount Rs. 50,003.80 on yearly mode for a term of 15 years and premium paying term 5 years from the respondent company. It is further said that at the time of taking the policy, it was told to his son by the agent of the respondent that he would have to pay first installment/premium and rest amount @ Rs.50,000/- per year as premium/installment will be deducted from his salary for four

years and after completing five years, the rest installment of 10 years will be calculated on the deposited amount and the insurance of Rs.2,33,600/- has been done. It is further said that his son died on 23.09.2014 due to heart attack. Thereafter, he lodged the death claim before the respondent company but his claim was not considered on the ground that the policy has been lapsed due to non payment of premium due on 06.07.2014. He made request before the grievance cell of the respondent but his claim was not paid. Being aggrieved by the action of respondent company, the complainant approached this forum for relief of payment of Rs.2,33,600/- towards death claim as mentioned in annexure VI A.

The respondent company have not filed any SCN/reply rather have brought on record a copy of letter dated 19.11.2014 mentioning there in that the policy got lapsed due to non payment of premium due on 06.07.2014 and no benefit will be paid and the policy is lapsed condition as per policy condition and was asked to prove that he has paid the premiums due on or after 06.07.2014.

**FINDINGS & DECISION:**

I have gone through the material available on the record and the submissions made by both the parties. It is apparent from the record that the request for death claim has not been processed due to lapse of policy status on account of non payment of due premium on 06.07.2014. The complainant has stated in the complaint as well as at the time of hearing that it was told that further premium was to be deducted from the salary of his son, but no ECS mandate form or any other document has been brought on record to show about deduction from salary of the DLA, the son of the complainant. It is personal responsibility of the policy holder that premium should be paid in time for getting benefit of insurance cover.

Under the aforesaid facts & circumstances, material on record and submissions made and policy terms & conditions, I am, therefore of the view that the action/ decision of the respondent company for not considering about payment of death claim due to lapse status of the policy on the date of death of the DLA is perfectly justified and does not require any interference by this authority. Hence, the complainant is not entitled for relief as prayed for. In the result, the complaint stands dismissed accordingly.

**Award/Order : Dismissed**

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**Case No. BHP-L-029-1516-0219**

**Mrs. Mayuri Rohidas V/s Life Insurance Corporation of India**

**Award Dated : 19/11/2015**

**Facts :** The complainant's husband Late Ramu Rohidas had taken a policy bearing no.358400428 with date of commencement 28.10.2010 for Maturity Sum Assured Rs.1,85,000/- / Death benefit Sum Assured Rs.2,50,000/- / Accident Benefit Sum Assured Rs.2,50,000/- on payment of premium amount Rs. 12,010/- on yearly mode from the respondent company. It is further said that her husband died on 25.05.2013. Thereafter, she lodged the death claim under aforesaid policy before the respondent company her claim was repudiated on the ground of non disclosure of material facts regarding his health, while her husband died due to heat stroke and not due to heart attack as shown by the respondent and the appeal has also been rejected by the respondent company. Being aggrieved by the action/decision of respondent company, the complainant approached this forum for relief of payment of death claim under aforesaid policy with other benefits as mentioned in Annex.VI-A.

The respondent in their SCN have contended that as per certificate issued by District Medical Board, Bilaspur vide Sl. no. 776 dt. 04.08.1998, the DLA had 40% disability in his legs and apart from it, the concession certificate issued by Ortho Surgeon, Govt. Hospital, Bilaspur dated 15.06.1999 for travel concession also shows 40% disability of the DLA. The respondent have also taken the plea that the DLA was also undergoing treatment for Chest Pain Right Side before the date of proposal of the policy, but the policyholder/DLA did not disclose and concealed about his physical disability and ailment of chest pain in the proposal form knowingly as such the death claim was repudiated due to non disclosure of material facts.

**FINDINGS & DECISION:**

I have gone through the material available on the record and the submissions made by insurer's representative. From perusal of the proposal form (xerox copy) containing the signature of the DLA brought on record by the respondent company, it transpires that the DLA had answered in negative "NO" against all the questions in column no. 11 (a) to (i) and categorically in column (a) regarding consulting any medical practitioner for any ailment requiring treatment for more than a week during the last five years and had also categorically answered in negative "No" regarding bodily defect or deformity and had answered as "good" regarding his usual state of health, while the disability issued by District Medical Board, Bilaspur (M.P.) bearing Sl. No. 776 dated 04.08.1998, it is apparent that DLA is suffering from "PPRP (R) LL leg and the disability has been shown as 40%. The concession certificate issued by Ortho Surgeon, Govt. Hospital, Bilaspur also shows that patient cannot travel without the assistance of an Escort and causes of loss of functional capacity has been shown as "PPRP (R) LL 40%. The prescription dt. 09.09.2006 issued by Dr. B.P. Bajpai, Cardiologist of Medicare Clinic Korba (CG)

clearly shows that the complainant had complaint of chest pain from 10 days and consulted and took the treatment. The prescription dt. 8.10.2008, 24.07.2009, 05.10.2009, 01.10.2009,15.10.2009,17.03.2010, 24.06.2010 of different Doctors towards the treatment of ailment in right chest. The treatment papers of JLN Hospital, Jabalpur dated 01.10.2009 & 05.10.2009 clearly shows about suffering from "chest pain on Rt. Side" from two years and from where the treatment was taken by the complainant. The Chest P.A. View of the DLA dt. 03.10.2009 issued by Sudhir X-Ray and Diagnostics, Bhilai also shows that linearity of Lungs increased was found. The several pathological reports available on the record which generally pertains to year 2009 also show about undergoing investigations by the DLA. The rival contention of the parties about cause of death has no bearing affect on the non-disclosure of material facts. In the case of Satwant Kaur Sandhu Vs. New India Assurance Co., Ltd., (2009) CPJ 8, S.C, it was held that when an information on a specific aspect is asked for in the proposal form an assured is under a solemn obligation to make a true and full disclosure of the information on the subject which is within his knowledge. It is not for the proposer to determine whether the information sought for is material for the purpose of the policy or not.

Thus, it is established from the above medical documents that the DLA was suffering from 40% disability in his legs and was also suffering from chest pain before taking the policy and the above material facts regarding his disability, ailments as well as health were not disclosed and deliberately concealed in order to take the said insurance policy. The insurance contract is based on principles of utmost good faith and the DLA had violated the same.

Under the aforesaid facts & circumstances, material on record and submissions made, I am therefore of the considered view that the decision of the respondent company for repudiating the death claim under the aforesaid policy is perfectly justified and is sustainable in law and does not require any interference by this authority. Hence, the complainant is not entitled for the relief as prayed for. In the result, the complaint stands dismissed accordingly.

**Award/Order : Dismissed**  
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**Case No. BHP-L-029-1516-0235**

**Smt. Mona Kushwaha V/s Life Insurance Corporation of India**

**Award Dated : 24/11/2015**

**Facts :** The complainant's husband late Lokman Kushwaha had taken a Jeevan Saral (With Profits) policy bearing No. 354113925 with death Sum Assured Rs. 7,50,000/- and date of commencement 15/07/2011 on payment of quarterly premium of Rs. 9,187/-from the respondent company. It is further said that her husband died on 22/02/2012. Thereafter, she lodged the death claim before the respondent company but the respondent company have repudiated the death claim under

the policy due to non disclosure of material facts of previous ailment and treatment of obesity with hypothyroidism while her husband was completely healthy at the time of taking policy. Being aggrieved by the action/decision of respondent company, the complainant approached this forum for relief of making payment of death claim amounting Rs.7,50,000/- under the policy document.

The respondent in their SCN have taken the plea that as per treatment paper dated 06.07.2015 (that is prior to the date of proposal) of LBS Hospital, the DLA was continuously under treatment for obesity with hypothyroidism and the state of health was not revealed in proposal form and since, the DLA was suffering from disease prior to date of proposal, the death claim was repudiated.

#### **FINDINGS & DECISION:**

I have gone through the material available on the record and the submissions made by both the parties. On perusal of the proposal forms (xerox copy) it is clear that the DLA had answered in negative 'No' about his personal history regarding his health pertaining to **any ailment** during last five years and treatment for more than a week and about suffering from ailment of Liver, Stomach, Heart, Lungs, Kidney, Brain or Nervous System, diabetes, Tuberculosis, High blood pressure, low blood pressure, cancer, epilepsy, hernia, hydrocele, leprosy or **any other disease** under Q.No.s11(a),(b),(c),(d), (e),(h), have been answered in negative and in reply to Q.No.11(j), the DLA had stated that his health has been good. Apart from it, the DLA had mentioned his weight as 70 kg while the prescription paper dated 06.07.2011 issued by the Dr. Pervaze Hashmi of L.B.S. Hospital, Bhopal clearly shows that the DLA had ailment of Obesity and early Hypothyroidism and his weight has been mentioned as 93.5 kg and was advised some pathological test including T3, T4, TSH relating to thyroid and the report dated 14.07.2011 of Thyrocare Technology Limited shows the TSH as 13.30 uIU/ml which was beyond normal range and the doctor had prescribed some medicines also even upto 2 years. The date mentioned in the SCN dated 06.07.2015 regarding treatment paper of LBS Hospital appears to be typographical error as the prescription of the said LBS Hospital brought on record by the respondent pertains to dated 06.07.2011.

The DLA has undergone USG of Abdomen on 12/07/2011. The prescription dated 27.01.2012 issued by Dr. Ramesh Bhargav with respect to the DLA also shows that the weight of the DLA as 92 kg and there was complaint of chest pain. The policy document shows the commencement date as 15.07.2011 and risk commencement date as 31.07.2011. Thus, it is apparent from the above medical document, that the DLA was unwell before the commencement of risk under the policy and was suffering from obesity and hypothyroidism and was also more than 92 kg on 06.07.2011 before inception of the policy but the above material facts of the said obesity and hypothyroidism as well as the actual weight as observed by the said doctors have not been disclosed in the proposal form. All the

above mentioned particulars show that the proposer/ DLA had suppressed and did not disclosed the material facts about his previous ailment and about his health.

Under the aforesaid facts & circumstances, material on record and submissions made, I am therefore of the view that the decision of the respondent company to repudiate the death claim of the complainant under policy document is perfectly justified and is sustainable and does not require any interference by this authority. Hence, the complainant is not entitled for the relief as prayed for. In the result, the complaint stands dismissed accordingly.

**Award/Order : Dismissed**

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**Case No. BHP-L-029-1516-0220**

**Mr. Satyendra Jaat V/s Life Insurance Corporation of India**

**Award Dated : 26/11/2015**

**Facts :** The complainant's elder brother late Rajendra Singh Jaat had taken a Jeevan Saral policy bearing No.203013955 with date of commencement 28.05.2010 for Death Benefit Sum Assured of Rs. 1,25,000/- with maturity sum assured from the respondent insurance company. It is further said that his brother died on 30.01.2014. Thereafter, as a legal heir, he lodged the death claim before the respondent company but the respondent company have repudiated the death claim without showing any reasons. Being aggrieved by the action/decision of respondent company, the complainant approached this forum for the relief of payment of death claim of Rs.1,25,000/- under the policy document.

**FINDINGS & DECISION:**

I have gone through the material available on the record and the submissions made. The death claim was refused on the ground of non disclosure of previous ailment before date of revival dated 07.01.2014 by the DLA. The DLA's educational qualification was High School and was unmarried and his mother Smt. Laxmi Devi was made nominee as appears from the proposal form (xerox copy) dated 28.05.2010 on the basis of which the Jeevan Saral (with profits) policy was issued to the DLA. From the record, it also appears there was change of nominee by the LA and the complainant Satyendra Singh was made nominee who is brother of the DLA. The record also shows that the DLA was in good health and has no any previous ailments at the time of taking the policy. The record also shows that the aforesaid policy was revived on the basis of DGH on 07.01.2014 and the "Nahi" (No) has been mentioned regarding any previous ailment, treatment as well as any accident or sustaining injury and about any operation in serial no.2 Ka -1 to Ka-7 and Kha and Ga which is said to have been signed by the DLA while the hospital discharge certificate Ayushman Hospital (xerox copy) shows that the DLA was admitted in the said hospital and underwent treatment for the diagnosed "Hemorrhage contusion in right temporal lobe and in clinical summary, the RTA due to slip of bike showing complaint of head injury, vomiting,

nose bleeding and mouth bleeding have been mentioned which shows that the above head injury was caused due to bike accident for which he underwent treatment in the said hospital. The discharge summary does not show any previous ailment except the RTA due to slip of bike and head injury etc. No doubt, the answer has been given in negative by the DLA regarding treatment for any ailment for more than a week and about any accident or sustaining any injury at the time of revival of the policy as appears from the DGH form and which contains the signature of the company's official on 07.01.2014, which shows the non disclosure of material facts by the DLA in the DGH form at the time of revival but at the same time, the factum of cause of death as chest pain in the SCN and not due to head injury, the DLA's qualification of only high school and the complainant's ailment of TB, poor literacy of the DLA and the filling of DGH form by the company's official/ agent which has not been denied by the respondent, cannot be lost sight of for considering payment on ex-gratia basis keeping in view the hardship of the complainant after death of the DLA and the above facts should have been considered by the claims review committee to mitigate hardship to the claimant as provided in LIC's claims manual. Keeping in view the above deliberations in mind, it appears me just and proper to allow the death claim as an ex-gratia for amounting Rs.20,000/- (Rs. Twenty Thousand only) as full and final settlement under the aforesaid policy invoking the provisions of Rule 18 of RPG Rules, 1998.

Hence, the insurer L.I.C. of India is directed to make payment of Rs. 20,000/- (Rs. Twenty Thousand only) towards death claim on ex-gratia basis as full and final settlement under the policy document to the complainant within 15 days from the date of receipt of acceptance letter from the complainant failing which it will attract simple interest of 9% p.a. from the date of this order till the date of actual payment and submit compliance report to this office. In the result, the complaint is allowed partly on ex-gratia basis.

**Award/Order : Allowed**

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Case No. **BHP-L-029-1516-0420**

**Mrs. Sita Bai Sunaniya V/s LIC of India**

**Award Dated : 29/01/2016**

**Facts :** The complainant's husband Late Mr. Sriram Sunaniya had taken a policy from the respondent. The complainant lodged the death claim of her husband before the respondent which was repudiated by the respondent on the ground of Suppression of Material Fact. The complainant approached this forum for relief of payment of death claim of her husband.

The respondent in their SCN have contended that the LA had suppressed the details of his previous policies no.346996016 and 346998189 at the time of taking policy and if he had disclosed about his previous policies then decision on the proposal would have been taken on special medical report like ECG, SBT-13, RUA, Hb% and the relevant underwriting rules. So, claim was repudiated on the ground of suppression of material facts.

**FINDINGS & DECISION:**

From perusal of the record it is clear that previous policies were also issued by the respondent company itself and the respondent could have well verified but it was not done which appears to be serious lapse on the part of respondent.

So, blame cannot be put squarely on the insured alone and I feel that the decision of the respondent to repudiate the entire claim it is not justified. Keeping in view the above deliberations in mind, it appears me just and proper to allow the death claim on 50% of the S.A. as on ex-gratia basis i.e.for Rs.75000/- only under the concerned policy document invoking the provisions of Rule 18 of RPG Rules 1998.

**AWARD**

Under the aforesaid facts and circumstances, the respondent L.I.C. of India is directed to make payment of Rs.75000/- (Rs.Seventy Five thousand) only the 50% of S.A. as on exgratia basis to the complainant under the policy.

In the result, the complaint is allowed partly on ex-gratia basis.

**Award/Order : Allowed**

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Case No. **BHP-L-029-1516-0362**

**Mr. Ashok More V/s Future Gen. India Life Insurance Co. Ltd.**

**Award Dated : 21/01/2016**

**Facts :** The complainant's wife Mrs. Surekha More had taken the captioned policy which was revived on 11.07.2013 and she died on 13.07.2013. Thereafter, he lodged the death claim before the respondent which was repudiated by them on grounds of suppression of material fact about her health at the time of revival of the policy on the strength of DGH. So, the complainant approached this forum for relief of payment of death claim.

The insurer in their SCN have contended that the deceased LA was under treatment for Jaundice at the time of revival of the policy and it was not mentioned in the DGH submitted for the revival of the policy and she died just after 2 days of revival of the policy. So, the death claim was repudiated.

**FINDINGS & DECISION:**

The Rogi Kalyan Samiti, Jila Chikitsalay, Khandwa papers reveal that DLA was taking treatment in OPD/IPD since 23.06.2013. The statement of the complainant also shows that his wife was suffering from Jaundice and admitted on 28.06.2013 and died on 13.07.2013 due to jaundice. It is clear from the record that policy was revived on 11.07.2013 on the basis of DGH and DLA died on 13.07.2013 just after two days of revival.

On perusal of the DGH form (xerox copy) it is apparent that the DLA had answered the question regarding her health and ailments in reply to Q.Nos 2(v)[c] in negative and in reply to Q.No.04, the DLA had answered "yes" showing her as fully healthy.

Thus, it is established that the DLA had suppressed the above material facts of previous ailments and did not disclose the said ailments at the time of revival of her policy.

**AWARD**

Under the aforesaid facts & circumstances, material on record and submissions made, I am therefore of the view that the decision of the respondent company to repudiate the death claim under policy terms & conditions is perfectly justified and is sustainable in law and does not require any interference by this authority. Hence, the complainant is not entitled for the relief as prayed for.

In the result, the complaint stands dismissed accordingly.

**Award/Order : Dismissed**  
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**MS. SANGEETA GOPLANI V/s Aegon Religare Life Insurance Co. Ltd.**

**Award Dated : 27/01/2016**

**Facts :** The captioned policy was taken by the complainant's husband Mr.Ratanlal Goplani. The policyholder died on 17.10.2014 due to heart attack. Thereafter, the complainant lodged the death claim before the respondent but they repudiated her claim on the ground of non-disclosure of material fact of previous ailment of Parkinson disease at the time of taking the policy. The complainant approached this forum for the relief of payment of death claim of her husband.

The respondent in their SCN have contended that policyholder was suffering from Parkinson disease since 10 years before taking the policy but this material fact of previous illness was not disclosed at proposal stage, so claim was repudiated.

**FINDINGS & DECISION:**

The Inpatient Sheet of Pushpa Mission Hospital, Ujjain dated 14.10.2014 shows that DLA had past history of Parkinson since one and half years.

- A. The Inpatient Initial Assessment form of Bombay Hospital Indore dated 14.10.2014 shows history of past illness of Parkinson 10 years.
- B. From perusal of the discharge summary of Bombay Hospital, Indore, it transpires that DLA was admitted in the said hospital on 14.10.2014 and died on 17.10.2014. The discharge summary shows Diagnosis as "Rt. intraparenchymal parietal hemorrhage with mass effect with AV malformation" and in past history of Parkinsonism since 1 year and cause of death cardiorespiratory arrest.
- C. The admission form and discharge summary of same hospital shows different period of past history, so it becomes disputed.
- D. The respondent company has not brought any other medical document or previous treatment papers for proving past history of Parkinson since 10 years.
- E. The proposal form (xerox copy) shows that the DLA had answered in negative (No) regarding suffering from any ailment as well as treatment against the question in Sl.No.11.
- F. The records shows that the policy was issued on the basis of medical examiner's confidential report and the doctor has clearly mentioned 'No' about any other adverse features in health past or present under Sl.No.13 which reflects that doctor has either not examined the DLA seriously or the doctor has not found any adverse thing about Parkinson. The period shown in the past history appears to be mentioned on the basis of statement of the attendant of the DLA which can not be considered as more authentic in absence of any supporting medical documents. So,

blame cannot be put squarely on the insured alone as the respondent company also failed to bring on record any previous treatment papers or authentic medical document which can prove that DLA had ailment of Parkinson prior to inception of policy. Keeping in view the above deliberations in mind, it appears me just and proper to allow the death claim on ex-gratia basis for Rs. One lac only under the concerned policy document invoking the provisions of Rule 18 of RPG Rules 1998.

**AWARD**

Under the aforesaid facts and circumstances, the respondent L.I.C. of India is directed to pay Rs.1,00,000/- (Rs. One Lac) only the 50% of S.A. as on exgratia basis to the complainant under the policy.

In the result, the complaint is allowed partly on ex-gratia basis.

**Award/Order : Allowed on Ex-gratia**  
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Case No. **BHP-L-029-1516-0420**

**Mrs. Sita Bai Sunaniya V/s L.I.C. of India**

**Award Dated : 29/01/2016**

**Facts :** The complainant's husband Late Mr. Sriram Sunaniya had taken a policy from the respondent on 28.08.2013 and died on 12.10.2013. Thereafter, the complainant lodged the death claim of her husband before the respondent which was repudiated by the respondent on the ground of Suppression of Material Fact. The complainant approached this forum for relief of payment of death claim of her husband.

The respondent in the SCN have contended that the LA had suppressed the details of his previous policies no.346996016 and 346998189 at the time of taking policy and if he had disclosed about his previous policies then decision on the proposal would have been taken on special reports and relevant underwriting rules. So, claim was repudiated on the ground of suppression of material facts.

**FINDINGS & DECISION:**

From perusal of the record it is clear that previous policies were not disclosed by the DLA also that the policies were issued by the respondent company itself and the respondent could have well verified but it was not done which appears to be serious lapse on the part of respondent.

So, blame cannot be put squarely on the insured alone and I feel that the decision of the respondent to repudiate the entire claim it is not justified. Keeping in view the above deliberations in mind, it appears me just and proper to allow the death claim on 50% of the S.A. as on ex-gratia basis

i.e.for Rs.75000/- only under the concerned policy document invoking the provisions of Rule 18 of RPG Rules 1998.

**AWARD**

Under the aforesaid facts and circumstances, the respondent L.I.C. of India is directed to make payment of Rs.75000/- (Rs.Seventy Five thousand) only the 50% of S.A. as on exgratia basis to the complainant under the policy.

In the result, the complaint is allowed partly on ex-gratia basis.

**Award/Order : Allowed on Ex-gratia basis.**  
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Case No. **BHP-L-029-1516-0487**

**Mr. Kamal Singh V/s L.I.C of India**

**Award Dated : 05/02/2016**

**Facts :** The complainant's wife Late Mrs. Rukmani Devi had taken the aforementioned policy from the respondent with date of commencement 27.02.2012 and due to non-payment of quarterly premium due from May 2013 to November 2013, the policy was lapsed. The policy was revived on the strength of DGH dated 25.02.2014. His wife died on 01.10.2014. Thereafter, he lodged the death claim before the respondent which was repudiated on the ground of non-disclosure of material fact of previous ailments in the DGH form at the time of revival. The complainant approached this forum for relief of payment of death claim of his wife.

The respondent have taken the plea that DLA was suffering from Cancer of Gall Bladder with liver mets and taking treatment for cancer since 26.12.2013 which is prior to date of revival and was also suffering from PTB, Hepatitis and anemia and she also underwent for chemotherapy for multiple times but the ailments were not disclosed in the DGH at the time of revival and due to which the death claim was repudiated.

**FINDINGS & DECISION:**

The Histopathological report dated 26.12.2013 of Maadhyam Labs, reports of Ankita Pathology Lab, Bhopal, test reports of Gastrocare Centre and prescription dated 08.11.2013 of Sudha Clinic, Bhopal and discharge summary of Jaiswani Cardial and Medical Care Centre ,Itarsi where she was admitted on 09.12.2013 clearly show that DLA was suffering from adeno-carcinoma etc. at the time of revival of the policy on 25.02.2014.

On perusal of the DGH form (xerox copy), it is clear that the DLA had answered the question regarding her health and ailments in reply to Q.Nos 2(d)1-7, 2 (k) in negative and in reply to Q.No.04, the DLA had answered “yes” showing her as fully healthy.

Thus, it is established that the DLA had suppressed the above material facts of previous ailments and did not disclose the said ailments at the time of revival of her policy.

Insurance contract is based on principles of utmost good faith and the DLA had violated the same.

**AWARD**

Under the aforesaid facts & circumstances, material on record and submissions made, I am therefore of the view that the decision of the company to reject the death claim of the complainant under policy terms & conditions is perfectly justified and is sustainable. Hence, the complainant is not entitled for the relief as prayed for. In the result, the complaint stands dismissed accordingly.

**Award/Order : Dismissed**

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Case No. **BHP-L-036-1516-0404**

**Mr. Kuldeep Yadav V/s Reliance Life Insurance Co. Ltd**  
**Award Dated : 16/02/2016**

**Facts :** The Complainant’s mother Mrs.Bhuri Bai had taken concerned policy from the respondent and she died on 18.10.2014. Thereafter, the complainant lodged the death claim before the respondent but the claim was repudiated by the respondent on the ground of suppression of previous ailment of PTB. The complainant approached this forum for the relief of payment of death claim.

No proper SCN has been filed by the respondent, rather they have sent reply dated 30.01.2016 through email in which they have stated that the death claim was repudiated due to non-disclosure of material facts about her health. They have further stated that in the claim form B completed by the last treating medical attendant, it is mentioned that the DLA was diagnosed with cough blood and coughing breathlessness on June 1, 2014 which is prior to the issuance of the policy.

**FINDINGS & DECISION:**

The claim for B completed by Dr.Gumam Singh on 01.04.2015 shows that the DLA was suffering from cough blood on coughing, breathlessness and was treated case of “PTB, COPD, suspected rul” and first diagnosed on 01.06.2014.

- A. The respondent have taken the plea that the DLA was taking treatment prior to issuance of the policy and above material fact regarding the said ailment was concealed at the time of proposal and have mentioned in the reply that deceased had replied in negative against question nos.31 and 33 about her taking any medication/ having any medical ailments. However, the respondent company failed to bring on record any other medical document to show the prior treatment taken by the DLA.
- B. The proposal form (xerox copy) shows that the DLA had answered in negative about personal medical history regarding suffering from any illness/ disorder etc. The respondent have brought on record only claim form B , medical attendant certificate by the last treating doctor. I am unable to understand that why the said treating doctor has not furnished any treatment paper or medical document in support of said diagnosed ailments.
- C. Thus, from the above material on record and in absence of any supporting medical document showing treatment of PTB and COPD, I arrive at the conclusion that the respondent have failed to prove about the said pre-existing ailment of the DLA before issuance of the policy.
- D. In these circumstances, the respondent is liable to make payment of death claim to the complainant under the aforesaid policy.

**AWARD**

**Taking into consideration the above facts & circumstances of the case and materials on record, the respondent is hereby directed to pay the amount of S.A.to the complainant in accordance with the policy document as full and final settlement of the claim.**

**Hence, the complaint is allowed.**

**Award/Order : Allowed**

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Case No. **BHP-L-029-1516-0451**

**Mr. Kuldeep Yadav V/s LIC of India**

**Award Dated : 16/02/2016**

**Facts :** The complainant's husband Late Mr. Gajendra Shakhya had taken a policy from the respondent on 05.09.2013 and died on 30.06.2014. Thereafter, the complainant lodged the death claim of her husband before the respondent which has been repudiated by the respondent on the ground of non disclosure of previous ailment. The complainant approached this forum for relief of payment of death claim of her husband.

The respondent in the SCN have contended that the LA had history of pulmonary T.B. from six years which is prior to date of proposal but this material fact of previous ailment was not disclosed in the proposal form at the time of taking policy. So, claim was repudiated on the ground of non disclosure of past illness at the time of proposal.

**FINDINGS & DECISION:**

- A.** From perusal of the discharge summary of Sir Ganga Ram Hospital, New Delhi it transpires that DLA was admitted in the said hospital on 17.05.2014 and discharged on 22.05.2014. The discharge summary shows history as Old case of Pulmonary TB – 6 years ago (treated for 4 months) was apparently alright two months ago.
- B.** Treatment papers of Ganga Ram Hospital dated 17.05.2014 shows old PTB 6 years ago and the prescription dated 30.07.2014 of Dr.Manish Gupta shows old treated Pul.TB.
- C.** From perusal of respondent's CDRC observation, it transpires that ZMR opinion shows "The cause of death is septic shock and chronic kidney disease. Old pulmonary T.B. (treated) probably has nothing to do with the cause of death."
- D.** No doubt in the proposal form (xerox form) it has been mention 'No' by the person who filled the form regarding suffering from any ailment and about taking treatment but on close perusal of the proposal signed by the DLA. It is apparent that DLA was Hindi knowing only and has signed in Hindi but the signature has not been certified by the declarant who filled the proposal form as required. It is also apparent from the proposal form that this is the first insurance of the DLA and was issued under non-medical general scheme.
- E.** So, blame cannot be put squarely on the insured alone as the respondent company have not produced any corroborative evidence in proof of the treatment taken for TB 6 year ago. Also the fact cannot be lost sight of that the DLA belonged to lower strata of society and was a mason who unfortunately suffered an injury in his back in course of his work when a brick fell on his

back as stated by the complainant. The subsequent complications arising out of his accident led to kidney failure and finally the death of the DLA. In order to mitigate the hardship faced by the young widow of the DLA aged about 34 years only at the time of his demise and keeping in view the above deliberations, it appears to me just and proper to allow the death claim on 50% of the S.A. as on ex-gratia basis i.e.for Rs. 62,500/- only under the concerned policy document invoking the provisions of Rule 18 of RPG Rules 1998.

**AWARD**

Under the afore said facts and circumstances, the respondent L.I.C. of India is directed to pay Rs. 62,500/- (Rs.Sixty Two thousand Five Hundred) only the 50% of S.A. as on exgratia basis to the complainant under the policy.

In the result, the complaint is allowed partly on ex-gratia basis.

**Award/Order : Allowed on Ex-gratia basis.**

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Case No. **BHP-L-029-1516-0421**

**Mrs. Usha Namdev V/s L.I.C. of India**

**Award Dated : 05/02/2016**

**Facts :** The complainant's husband Late Vijay Kumar Namdev had taken a policy from the respondent with date of commencement 06.11.2010 and due to non-payment of quarterly premium due from November 2011 to May 2012, the policy had lapsed. The policy was revived on the strength of DGH dated 03/08/2012. After the death of her husband on 24.06.2013, she lodged the death claim before the respondent which was rejected by them on the ground of suppression of material fact of pre-existing disease. The complainant approached this forum for the relief of payment of death claim of her husband.

The respondent company in their SCN have contended that the above policy issued with date of commencement on 06/11/2010 and had lapsed due to non-payment of quarterly premium due from November 2011 to May 2012. The policy was revived by the life assured on 03.08.2012 on the strength of DGH in which he had suppressed information that he was suffering from tongue cancer and had taken treatment for the same from 12/06/2012 to 23/05/2013 at Jawahar Lal Nehru Cancer Hospital and Research Centre, Bhopal, which is prior to date of revival. The respondent have also taken the plea that cause of death of DLA is cancer and DLA was taking treatment for cancer since 23.07.2012 which is prior to date of revival and date of first consultation taken by DLA was on 12.05.2012 in OPD and then

underwent surgery outside JNCH from 11.07.2012 to 25.05.2013. So, the claim was repudiated for suppression of material facts.

**FINDINGS & DECISION:**

- A. The Jawahar Lal Nehru Cancer Hospital and Research Centre, Bhopal OPD Registration No. 2853/12 dated 12.06.2012 shows that the DLA was a "K/C Cancer tongue with (Right) Lateral Margine and it is seen that he had undergone Hemiglosectomy with MND on 14.06.2012.
- B. On perusal of the DGH form (xerox copy) it is clear that the DLA had answered the question regarding her health and ailments in reply to Q.Nos 2(d)1-7, 2 (k) in negative and in reply to Q.No.04, the DLA had answered "yes" showing him as fully healthy.
- C. Thus, it is established that the DLA had suppressed the above material facts of previous ailments and did not disclose the said ailments at the time of revival of his policy.
- D. Insurance contract is based on principles of utmost good faith and the DLA had violated the same.

**AWARD**

Under the aforesaid facts & circumstances, material on record and submissions made, I am therefore of the view that the decision of the company to reject the death claim of the complainant under policy terms & conditions is perfectly justified and is sustainable. Hence, the complainant is not entitled for the relief as prayed for.

**In the result, the complaint stands dismissed accordingly.**

**Award/Order : Dismissed**

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Case No. **BHP-L-029-1516-0541**

**Mrs. Sangeeta Tekam V/s L.I.C. of India**

**Award Dated : 29/03/2016**

**Facts :** The complainant's husband Late Mr. Sachin Tekam had taken a policy from the respondent on 28.02.2014 and died on 10.06.2014. Thereafter, the complainant lodged the death claim of her husband before the respondent which was repudiated by the respondent on the ground of Suppression of Material Fact. The complainant approached this forum for relief of payment of death claim of her husband.

The respondent in the SCN have contended that the DLA had suffered from Hepatitis and had took treatment before taking the policy and had also taken the Leave from 06.10.2012 to 27.11.2012 on medical ground and DMR also confirmed that the death of life assured was directly related with above illness. The DLA had suppressed these material facts at the time of taking policy. So, claim was repudiated on the ground of suppression of material facts.

**FINDINGS & DECISION:**

- A. From perusal of the proposal form (xerox copy) brought on record by the respondent company, it transpires that the DLA had answered in negative against all the questions in column no. 11 (a) to (i) regarding treatment for any ailment and had categorically answered in negative “No” regarding remained absent from place of work on ground of health and had answered as “good” regarding his usual state of health.
- B. From perusal form of Medical Certificate, it transpires that the medical attendant mentioned the ailment as Infectious Hepatitis on 06.10.2012 and fitness date has been mentioned 28.11.2012 but no treatment paper has been found on the record.
- C. The insurer’s representative also admitted during hearing that no treatment paper is available with the respondent.
- D. Though the DLA should have mentioned about leave taken on medical ground as well as infectious hepatitis on the basis of which the leave was taken in the proposal form but at the same time it was the responsibility of the respondent company also to produce the treatment papers to prove the infectious hepatitis of the DLA during the leave period as mentioned in the employer’s certificate and medical certificate.
- E. So, blame cannot be put squarely on the insured alone and I feel that the decision of the respondent to repudiate the entire claim is not justified. Keeping in view the above deliberations in mind, it appears me just and proper to allow the death claim for Rs.50,000/- only as on ex-gratia basis under the concerned policy document invoking the provisions of Rule 18 of RPG Rules 1998.

**AWARD**

**Under the aforesaid facts and circumstances, the respondent L.I.C. of India is directed to make payment of Rs.50000/- (Rs.Fifty Thousand) only as on ex-gratia basis to the complainant under the policy.**

**In the result, the complaint is allowed in part on ex-gratia basis.**

**Award/Order : Allowed Ex-gratia**  
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**Mr. Shiv Prasad Gupta V/s SBI Life Insurance Co. Ltd.**

**Award Dated : 21/03/2016**

**Facts :** The complainant's brother late Shyam Bihari Gupta had taken aforesaid two policies on his life. The DLA died on 13.02.2014 in road accident. The nominee lodged the death claim before the respondent company which was repudiated on the basis of indisputable evidence that the DLA did not disclose the Life Insurance policies which he was having prior to signing the proposal form of this policy and the proposal forms were also not signed by the DLA . The complainant approached this forum for relief of payment of death claim.

The respondent in the SCN have admitted about the issuance of both the policies and contended that under question no.6 & 11 of the proposal form respectively that "Do you have any other individual life insurance policies or have you applied for one?, the DLA replied in negative, while the DLA was holding two policies with LIC bearing no. 207006359 and 207007909 having date of commencement as 21.08.2010 and 06.09.2010 prior to applying for SBI Life policy and have also taken the plea that during investigation, it was revealed that the proposal forms were also not signed by the DLA and the forensic report of signature verification has also been filed and have also contended that the DLA had committed a breach of doctrine of utmost good faith by committing a forgery of signature and not disclosing policies held earlier and acquired the policies fraudulently by giving false information relating to his previous insurance policies and by forgery of signature on the proposal form as such the claim was repudiated and have prayed to dismiss the complaint.

**FINDINGS & DECISION:**

- A. From perusal of the record, it is apparent that the DLA had also taken two policies bearing no. 207006359 and 207007909 of L.I.C. of India having date of commencement as 21.08.2010 and 06.09.2010 respectively prior to applying for SBI Life policy.
- B. From perusal of proposal forms it is clear that DLA had not disclosed about previous policies taken from LIC of India. Thus, it is established that the DLA has suppressed the material fact which is crucial to the contract of the insurance. The insurance contract is based on the principles of utmost good faith and the DLA had violated the same as the proposer/ DLA had to answer to every question put to him with complete honesty.
- C. It is alleged by the respondent that the proposal forms were not signed by the DLA as the signature of the policy holder on the proposal form and signature on the premium payment cheque does not tally as per forensic report of signature verification and has filed the forensic report.

- D.** Since, there is dispute of signature of the DLA on proposal forms which requires production of evidence (oral and documentary) by both the parties particularly hand writing expert witness for proving the above disputed facts but the complainant could not get any opportunity to rebut the forensic report to prove that signature is not forged. In the catena of decisions, it has been clearly observed that for allegations of fraud and forgery, the complainant should seek remedy in Civil Court.
- E.** This forum has got limited authorities under RPG Rules, 1998. It can only hear the parties at dispute without calling fresh witnesses, summon them for deposition, ask for various evidences including cross examining outside parties which is beyond the scope of this forum. In order to resolve the subject matter of dispute, calling other witness may help in arriving at a just decision.

**AWARD**

**Under the aforesaid circumstances, the complaint stands dismissed with a liberty to the complainant to approach some other appropriate forum/court to resolve the subject matter of dispute.**

**Award/Order : Dismissed**

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**CASE NO:BHP-L-029-1516-0450**

**Mrs. Kusuma Kushwaha V/S L.I.C. Of India**

**Award Dated : 28/03/2016**

**Facts:-** The husband of the complainant had taken the above concerned policy from the respondent which was revived on 20.05.2014. It is further said that DLA was admitted in G.R.Medical College & J.A.H.Group of Hospital, Gwalior on 22.05.2014 due to pain in chest & stomach and was diagnosed as Blood Cancer. He was discharged on 25/5/2014 and on the very next day on 26/5/2014 he died at home. Thereafter, complainant lodged the death claim before the respondent company but the same was repudiated on the ground of non-disclosure and concealment of material fact of his health and hygiene at the time of revival of the policy. The complainant has approached this forum for the relief of payment of death claim.

The respondent in their SCN have contended that the DLA had not disclosed the facts at the time of revival about his health and heigene which is against the principal of Utmost Good Faith. Hence the contract is null and void and conclusively the claim is not payable.

**FINDINGS & DECISION :-**

- A. On perusal of the DGH form (xerox copy), it is clear that the DLA had answered the Question No. 2 (a) & (b) are answered as 'NO' regarding suffering from any ailment and about taking treatment and reply to Q.No.04, the DLA had answered 'yes' showing him as in good health.
- B. From perusal of Hematology report dated 09.05.2014 and 12.05.2015 of Sharma Hospital, it is apparent that DLA had consulted the Dr. A.S.Bhalla and Dr.A.K.Nigam and they advised for blood test and W.B.C. was found at very higher level.
- C. Similarly, on perusal of the Saraf Path Lab test report dated 13.5.2014, it is found mentioned as 'Evidence of acute pylonoblast leukemia/chronic CML in acute elevation' which shows that the DLA was suffering from cancer prior to the date of revival of the policy.
- D. From the perusal of hospital records, it is apparent that DLA was registered as IPD patient in the Jay Aarogya Chikitsalaya, Gwalior in Cancer Department and was admitted in G.R.Medical College & JAH Group of Hospital, Gwalior on 22.05.2014 and was discharged on 25.05.2014 and patient/DLA was in know of his ailment of Cancer.
- E. Thus, it is established that the DLA had suppressed the above material facts of previous ailments and did not disclose the said ailments at the time of revival of his policy.
- F. Insurance contract is based on principles of utmost good faith and the DLA had violated the same.

**AWARD**

**Under the aforesaid facts and circumstances, material on record and submissions made, I am therefore of the view that the decision of the respondent company to reject the death claim of the complainant under policy terms and conditions is perfectly justified and is sustainable. Hence, the complainant is not entitled for the relief as prayed for.**

**In the result, the complaint stands dismissed accordingly.**

**Award/Order : Dismissed**  
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**CASE NO:BHP-L-029-1516-0555**

**Mr. Lokeshwar Rao V/S L.I.C. Of India**

**Award Dated : 14/03/2016**

**Facts:-** The complainant's father had taken the above concerned policy from the respondent. His father died on 06.07.2013. Thereafter, he lodged the death claim before the respondent company which was repudiated on the ground of non-disclosure of material fact regarding previous ailment at the time of taking the policy. It is further said that his father the DLA would have taken leave for treatment due to ill health but he was healthy at the time of taking policy and there are no mental or physical problem to his father. The complainant approached this forum for relief payment of death claim.

The respondent in the SCN have contended that the DLA had undergone treatment for loose motion/vomiting/mild abdominal pain/ severe weakness in the Heritage Hospital from 26.06.2010 to 07.07.2010 and have also undergone treatment in Bhimrao Ambekar Hospital for HTN/Acidic Peptic Disease/Seizure Disorder in the month of on 05.06. 2010 and the respondent have also taken the plea that the DLA was on medical ground for 37 days from 20/6/2010 to 26/7/2010 and was also on leave on medical ground from 08.09.2009 to 08.09.2012 and 20.06.2010 to 20.07.2010 but the DLA had give misstatement against question no.11 regarding personal history in the proposal form which is clear violation of Section 45 of Insurance Act 1938 and Principle of Utmost Good Faith as such the claim was repudiated by the competent authority on the ground of pre-proposal illness.

**FINDINGS & DECISION :-**

- A. From perusal of the proposal form (Xerox copy) brought on record by the respondent company, it transpires that the DLA had answered in negative against all the questions in column No.11 (a) to (i) regarding treatment of any ailment and had categorically answered in negative "No" regarding remained absent from place of work on ground of ill health and had answered as "good" regarding his usual state of health.
- B. From perusal from Leave Record received from the employer of the DLA i.e. Jail Superintendent, Central Jail, Raipur, Chhattisgarh, it transpires that the DLA remained on long medical leave of 37 days from 20/6/2010 to 26/7/2010. From the discharge ticket of Heritage Hospital, Raipur, it is apparent that the DLA was admitted on 26.06.2010 for the reasons of Loose Motion/Vomiting/Mild abdominal pain and severe weakness and was discharged on 07.07.2010. The doctor's certificate dated 26.06.2010 also endorses about absence from duty w.e.f.26.06.2010 on account of acute gastro enteritis with HTN and GTCS
- C. From perusal of the O.P.D. prescription bearing registration no. 19400 dated 05.06.2010 of Bhimrao Amedkar Memorial Hospital Raipur, (C.G.), it transpires that DLA was suffering from HTN with APD

and Seizure Disorder at the time of consultation in the said hospital on 05.06.2010 and was given required treatment even on 12.07.2010 also by prescribing several medicines.

- D. Thus, it is established that the DLA had suppressed the above material facts of previous ailments and did not disclose the said ailments in the proposal form at the time of taking policy as proposal form was filled and signed in month of August, 2012 and treatment was taken from month of June, 2010 i.e. before proposal stage and inception of the policy. So I do not find any force in the contention of the complainant.
- E. Insurance contract is based on the principles of Utmost Good Faith and the DLA had violated the same. In this circumstance, the respondent is not liable to make payment of death claim.

**AWARD**

**Under the aforesaid facts and circumstances, material on record and submissions made and policy terms & conditions, I am therefore of the view that the decision of the respondent for repudiating the death claim of the complainant is perfectly justified and is sustainable in law. Hence, the complainant is not entitled for the relief as prayed for.**

**In the result, the complaint stands dismissed accordingly being devoid of any merit.**

**Award/Order : Dismissed**  
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**BHUBANESWAR OMBUDSMAN CENTRE**

**Complaint No-BHU-L-013-1516-0084 Death Claim**

**Sri Madhab Kalasa VS DHFL Pramerica Life Insurance Co.Ltd.**

**Award dated 28<sup>th</sup> October,2015**

**Facts:** The complainants father, Sri Dharm Nanda Kalas took a policy bearing no-0076786 from the OP on 26/07/2011 for a Sum Assured of Rs.86840/-. Suddenly on 30/07/2011, he expired. Being the nominee, Sri Madhab Kalass lodged a death claim with the OP. But OP did not respond to his claim nor made any correspondence with him. So he lodged a complainant against the OP before this forum. At the time of hearing the representative of the OP submitted that there is no claim with it. Also no papers have been submitted by the complainant to the OP. Only after receiving the death claim papers, the OP will process the claim.

On scrutiny of relevant papers and as per submission by the complainant, it is observed that the complainant has wrongly submitted the relevant papers to the agent. This might be due to ignorance. The OP can not process the claim unless proper intimation and relevant papers are submitted. This forum does not find any merit in this case. Hence it is awarded.

**AWARD**

**Taking into account the facts & circumstances of the case and the submissions made by the parties and relevant documents submitted by the both parties, the case is devoid of any merit, hence is dismissed.**

**BHUBANESWAR OMBUDSMAN CENTRE**

**Complaint No-BHU-L-019-1516-0086 Death Claim**

**Smt Urmila Patra VS HDFC Standard Life Insurance Co. Ltd**

**Award dated 28th October,2015**

**Facts:** The complainants husband, Sri Radhakrushna Patra took a policy bearing no-16627640 from the OP on 07.02.2014 for a Sum Assured of Rs.279139. Suddenly on 26.02.2014, he expired. Being the nominee, Smt. Urmila Patra lodged a death claim with the OP. But the OP repudiated the death claim citing the reason of miss representation of personal details regarding occupation and income. Also the OP underlined that the DLA was a BPL card holder so income of the DLA mismatches with the income declared in the proposal form. As she was denied the claim, she lodged a complainant against the OP before this forum.

On scrutiny of relevant papers it is observed that the OP has submitted the SCN where in it has claimed that the DLA was a BPL card holder. But no supporting documents were furnished by the OP in support its stand. Also there was no representation from the side of OP at the time of hearing. In the absence of any supporting documents it can not be logically proved that the DLA has misrepresented his personal details regarding occupation and income. This forum does not find any merit in OP's stand that there was any misrepresentation of occupation and income. So the rejection of death claim is unjust and improper. Hence it is awarded.

**AWARD**

**Taking into account the facts & circumstances of the case and the submissions made by the parties and relevant documents submitted by the both parties, a sum of Rs.279139/- is hereby awarded to be paid by the Insurer to the nominee without any further delay, towards full and final settlement of the claim.**

**BHUBANESWAR OMBUDSMAN CENTRE**

**Complaint No-BHU-L-022-1516-0079 Death Claim**

**Sri Mitu Behera VS IDBI Federal Life Insurance Co. Ltd**

**Award dated 02nd November,2015**

**Facts:** The complainant' father, Sri Nilamani Behera took a policy bearing no-4000598437 from the OP on 26/08/2013 for a Sum Assured of Rs.303600/-. Suddenly on 12.10.2013, he expired. Being the nominee, Sri Mitu Behera lodged a death claim with the OP. But the OP repudiated the death claim citing the reason of suicide by drowning by the DLA. Being denied of claim, he lodged a complainant against the OP before this forum. The complainant Sri Mitu Behera pleaded that on 12/10/2013 his father became sick. It was a day when the cyclone Philin hit the costal area of Odisha. With a great difficulty, his father was taken to a PHC at Rebana which is 10 to 12 km from his home. The treating doctor at Rebana PHC advised them to take his father to Dist. Hospital at Puri as his condition was very much serious. His father expired on the way to Puri. Since it was raining heavily with strong winds, he came back to his native with his father' dead body and cremated it there. He is entitled to get the death claim as the OP wrongfully repudiated her claim.

On scrutiny of relevant papers it is observed that the OP has submitted the SCN where in it has claimed one of his agent had done such types of fraud selling to dupe the OP. It has already taken action to terminate him and initiated the process to cancel the policies sold by him. This policy was among them. The OP in its SCN has neither mentioned the about suicidal death of DLA nor given any proof about it. In the absence of any supporting documents it can not be proved that the DLA has

committed suicide. This forum does not find any merit in OP's stand. Hence the rejection of death claim is unjust and improper, as it is incumbent on the OP to sustain its rejection of claim which they have not done.

**AWARD**

**Taking into account the facts & circumstances of the case and the submissions made by the parties and relevant documents submitted by the both parties, a sum of Rs.303600/- is hereby awarded to be paid by the Insurer to the nominee without any further delay, towards full and final settlement of the claim.**

**BHUBANESWAR OMBUDSMAN CENTRE**

**Complaint No-BHU-L-029-1516-0073 Death Claim**

**Smt K. Sangita Subudhi VS LIC of India, Berhampur**

**Award dated 02nd November,2015**

**Facts:** The complainant's husband, Sri K Venkateswar Subudhi took a policy bearing no- 573410616 from the OP on 28/03/2011 for a Sum Assured of Rs.3 lakh. Suddenly in the month of November 2011, the DLA felt sick and was treated in Care Hospital, Visakhapatnam. Then he was further treated at CMC, Vellore in the same month. He was admitted in the CMC, Vellore on 22/11/2011 but expired on 27/11/2011 in the hospital. Being the nominee, Smt. K Sangita Subudhi lodged a death claim with the OP. But OP repudiated the death claim citing non disclosure of previous illness at the time of taking the policy as the reason. Hence she lodged a complainant against the OP before this forum.

While going through the available papers i.e. proposal, treatment particulars at Care Hospital, Visakhapatnam, Claim form-B, treatment papers of CMC, Vellore and certified copy of blood donation, it is found that the claim of OP that the DLA was suffering from various illness much prior to taking the policy, is vague. There is not a single medical paper showing the pre existence of the above mentioned medical complications. Rather the treatment particulars of CMC, Vellore from 22/11/2011 to 27/11/2011, clearly established that the case of Hepatitis-B is a recent one. Similarly, the records of Care Hospital, Visakhapatnam also do not corroborate the pre existence of all the medical problems. Again, the CDMO, Phulabani has certified that the DLA was a regular blood donor and donated blood on 11/07/2011. In my opinion, the OP has failed to prove that the DLA has suppressed the pre existence of various medical problems at the time of taking the policy. The rejection of death claim, therefore, is unjust and improper.

**AWARD**

**Taking into account the facts & circumstances of the case and the submissions made by both the parties during the course of hearing and relevant documents submitted by the both parties, the case is allowed and a sum of Rs.300000/- is hereby awarded to be paid by the Insurer to the nominee without any further delay, towards full and final settlement of the claim.**

**BHUBANESWAR OMBUDSMAN CENTRE**

**Complaint No-BHU-L-006-1415-0478 Death Claim**

**Smt Geetanjali Routray VS Bajaj Allianz Insurance Co.Ltd**

**Award dated 05<sup>th</sup> October,2015**

**Facts:** In the year 2013, the father of the complainant took the policy in question from the OP. Unfortunately, he died on 26/06/2014. Being the nominee, the complainant lodged a death claim before the OP, which repudiated it for understatement of age by the DLA in the proposal form on the basis of a fake school leaving certificate submitted at the time of proposal. Being aggrieved, the complainant approached this forum for redressal.

Photocopy of proposal indicates submission of School Certificate by the DLA towards his age proof and his age was shown to be 65 years. Relevant School Certificate reflects that the date of admission of DLA was 04/07/1953 and on 05/08/1958, he left the school i.e. Mandakini Nodal UP School, Bilagadia. As per it, the DOB of DLA was 01/01/1948. But the endorsement dated 27/11/2014 of the Head Master of connected school clearly indicates that the school is established in the year 1959 and records are available since 1961 onwards. He makes it clear that the TC no-118 dated 08/08/1958 (as submitted by the DLA along with proposal dated 23/11/2013) has not been issued from his office. Obviously, the TC submitted is a fake one. At this juncture cl-14 of the policy conditions comes into play. The said clause deals with non disclosure and fraud. According to it, if the policy holder has misrepresented facts in the proposal form, then the Company shall have the right to avoid the policy. Being guided by the said clause, the OP repudiated the death claim, but refunded the fund value. I find no infirmity in the action taken by the Insurer.

**AWARD**

**Taking into account the facts & circumstances of the case and the submissions made by both the parties during the course of hearing, the complaint is treated as dismissed.**

**BHUBANESWAR OMBUDSMAN CENTRE**

**Complaint No-BHU-L-029-1415-0462 Death Claim**

**Sri Hazari Abdul Bari Vrs LIC of India, Bhubaneswar DO**

**Award dated 09<sup>th</sup> October,2015**

**Facts:** The complainant's son-in-law, namely, late E.A.Jawed took the aforesaid three policies from the OP in year 2011 & 2012. Unfortunately, on 10.12.2012 he died living behind three minor children. So the complainant lodged death claims before the OP which repudiated the same. Being aggrieved, he approached this Forum for Redressal. On the other hand, the OP files SCN and pleads that the DLA was suffering from chronic liver disease, which, according to the Divisional Medical Referee (DMR), must have incepted 5 years prior to his death. In spite of that the DLA did not disclose his disease deliberately in the proposal submitted by him and suppressed the same with a fraudulent intention. So OP repudiated death claim in respect of policies issued in the year 2012 and decided to pay 90% of surrender value in respect of the 3<sup>rd</sup> policy of the year 2011 which was a single premium policy. The payment against the policy of the year 2011 was made by the concerned Branch Office.

On a careful scrutiny of the available documents it is seen that the DLA submitted one proposal on 31.01.2011 and then two more proposals on 15.02.2012 with a view to take three policies from the OP. In all those three proposals he declared his good health at para-11 and negated the questionnaires set there regarding his personal history. Claim form B is the medical attendant certificate and claim form B-1 is the certificate for hospital treatment. It is quite apparent from those papers that the DLA got admitted into Neelachal Hospital, Bhubaneswar on 06.10.2012 and his disease was diagnosed as Cerebro Vascular Accident and chronic liver disease. On 10.12.2012 he died while receiving treatment at the hospital. The history of the patient was recorded as reported by his brother. The doctor who attended the DLA and granted claim form-B does not opine since how long the DLA was suffering from the disease before his death. Curiously enough, the DMR opines that the liver disease must be for a larger duration of 5 years. His opinion does not reflect the exact basis of such an inference. In such a circumstance this Forum is reluctant to keep any reliance upon the DMR's opinion which is based upon conjectures and surmises. When the attending doctor does not specifically opine regarding inception of the liver disease in the DLA, it can not be said that the patient was suffering from the said disease before submission of proposal. It is furthermore interesting to note here how the OP paid 90% of the surrender value against one policy, if actually there was suppression of material fact relating to health of the DLA and under what basis it made such payment. No plausible explanation to that effect is forthcoming. Having regard to the peculiar facts and circumstances of the case this Forum comes to an irresistible conclusion that the record lacks any definite material reflecting suppression of material facts regarding health of the DLA. Since all the three policies were in force by the time of death of the DLA, the OP is liable to pay death claims in respect of all those three policies to the nominees without least delay. The amount already paid in respect of one policy as surrender value shall be deducted at the time of actual payment. The Insurer can not escape liability on a flimsy ground like the DMR's opinion. However, in view of facts and circumstances of the present case no interest is payable on the amount of death claim.

**AWARD**

Taking into account the facts & circumstances of the case and the submissions made by both the parties during the course of hearing, appropriate death claim in respect of all the three policies is hereby awarded to be paid by the Insurer to the nominees, towards full and final settlement of the claim.

Hence, the complaint is treated as allowed in part.

Complaint No-BHU-L-029-1516-0055 Death Claim

Sri Kunja Bihari Majhi Vrs LIC of India, Cuttack DO

Award dated 28<sup>th</sup> October, 2015

**Facts:** The complainant's wife took two policies in the year 2008 and on unfortunate death of his wife (DLA) on 07.06.2012, he lodged death claims. But the OP declined the claims for non disclosure of material facts regarding the health of the DLA at the time of revival. On the other hand, the OP filed SCN and pleaded that the policies were revived on 29.10.2010 and 28.01.2011 for the full sum assured on the strength of Declaration of Good Health submitted by the DLA on 29.10.2010 and 16.11.2010. On investigation it came to light that the DLA was suffering from Breast Cancer and received treatment at Acharya Harihara Regional Cancer Center, Cuttack on 25.6.2010. Also the disease was known to her prior to 6.3.2010. In spite of that she suppressed it and did not disclose the disease in the declaration submitted at the time of revival of policies. So OP rejected the death claims, but allowed refund of the revival amount alongwith premium paid thereafter on ex-gratia basis.

I have elaborately gone through the documents placed for perusal. As it is seen, the DLA took from OP two policies each with a sum assured of Rs. 50000/-. Policy no. 587372782 commenced on 19.11.2008 and policy no.587373991 on 28.11.2008. Claim Form B-1 is the certificate of hospital treatment. It reflects that the DLA was diagnosed as a case of Carcinoma Breast on 27.11.2009. The Discharge Certificate issued by Acharya Harihar Regional Cancer Centre, Cuttack indicates that the DLA was suffering from Breast Cancer(Right) and first consulted in the OPD on 25.06.2010 and received treatment since 02.05.2011. It is the positive case of the OP that both the policies were revived for the full sum assured on the strength of Declaration of Good Health submitted by the DLA on 29.10.2010 and 16.11.2010. To my utter surprise, photocopy of DGH dated 16.11.2010 which relates to policy no. 587373991 has been filed from the side of the Insurer. But there is no trace of the other DGH which relates to policy no. 587372782. I fail to understand why the other DGH has not been filed, if actually the DLA submitted anything of the sort at the time of revival of the policy. No plausible explanation to that effect is forthcoming. However, in the DGH dated 16.11.2010 the DLA has declared her good health which is clearly an untrue and incorrect statement in view of treatment papers and claim form B-1. As such, clause-5 of the policy conditions comes into play. So the policy bearing no. 587373991 becomes void and the death claim under the same ceases. In the result, the complainant is not entitled to any death claim in respect of that policy. As regards the other policy bearing no. 587372782 the case record lacks the DGH executed by the DLA. In absence of the relevant DGH it can not be said that the DLA made any untrue or incorrect statement regarding her health. In such a circumstance the complainant is very well entitled to the death claim under that policy and the OP is liable to pay the same to the complainant. In addition to it, the Insurer is to refund the revival amount and subsequent premiums, if any, paid in respect of policy no. 587373991.

**AWARD**

Taking into account the facts & circumstances of the case and the submissions made by both the parties during the course of hearing, the death claim under policy no. 587372782 and the revival amount alongwith subsequent premiums, if any, paid in respect of policy no. 587373991 is hereby awarded to be paid by the Insurer to the Insured, towards full and final settlement of the claim. Hence, the complaint is treated as allowed in part.

**BHUBANESWAR OMBUDSMAN CENTRE**

Complaint No-BHU-L-006-1415-0479 Death Claim

Smt Geetanjali Routray Vrs Bajaj Allianz Life Insurance Co. Ltd.,

Award dated 05<sup>th</sup> October,2015

**Facts:** In the year 2013, the father of the complainant took the policy in question from the OP. Unfortunately, he died on 26/06/2014. Being the nominee, the complainant lodged a death claim before the OP, which repudiated it for understatement of age by the DLA in the proposal form on the basis of a fake school leaving certificate submitted by him at the time of proposal. Being aggrieved, the complainant approached this forum for redressal. On the other hand, the OP files SCN and pleads that the DLA submitted fake age proof (SLC) at issuance stage and understated his age by 5 years resulting in fraud.

Photocopy of proposal indicates submission of School Certificate by the DLA towards his age proof and his age was shown to be 65 years. Relevant School Certificate reflects that the date of admission of DLA was 04/07/1953 and on 05/08/1958 he left the school i.e. Mandakini Nodal UP School, Bilagadia. As per it, the DOB of DLA was 01/01/1948. But the endorsement dated 27/11/2014 of the Head Master clearly indicates that the school is established in the year 1959 and records are available

since 1961 onwards. He makes it clear that the TC no-118 dated 08/08/1958 (as submitted by the DLA along with proposal dated 23/11/2013) has not been issued from his office. Obviously, the TC submitted by the life assured is a fake one. At this juncture cl-14 of the policy conditions very well comes into play. The said clause deals with non disclosure and fraud. According to it, if the policy holder has misrepresented facts in the proposal form, then the Company shall have the right to avoid the policy. Being guided by the said clause, the OP repudiated the death claim, but refunded the fund value. I find no infirmity in the action taken by the Insurer.

AWARD

**Taking into account the facts & circumstances of the case and the submissions made by both the parties during the course of hearing, the complaint is treated as dismissed.**

BHUBANESWAR OMBUDSMAN CENTRE

Complaint No-BHU-L-029-1415-0465 Death claim

Smt Susama Singh Vrs LIC of India, Bhubaneswar DO

Award dated 16<sup>th</sup> October,2015

**Facts:** Complainant's husband took three policies from the OP. Unfortunately, he died on 07.05.2014. Being the nominee, the complainant lodged death claims. But OP did not settle the same. Finding no alternative the complainant approached this Forum for Redressal. On the other hand, the OP files SCN and pleads that policy no. 577815596 belongs to one Anil Kumar Jha and it has no connection with the present claimant. As regards other two policies the Complainant has not submitted documents. OP openly declares that it has admitted the claims and ready to issue cheques on receipt of the required documents.

After a careful scrutiny of the document placed for perusal it is found that policies bearing no 583676768 and 583679159 stand in the name of the DLA Hadibandhu Singh. The first policy commenced on 28.03.2002 for a Sum Assured of Rs, 20,000/- and the second one on 28.03.2003 for a Sum Assured of Rs. 25,000/-. The DLA died on 07.05.2014. The OP openly admits to pay death claims in respect of both the aforesaid policies, but requires certain papers to be submitted by the complainant. Also the complainant agrees before this Forum to submit necessary papers as early as possible. In such circumstances there is no reason to go deep into the merits of the case. The OP is to pay the death claims in respect of both the aforesaid policies and the complainant is to submit the required papers. However, no interest is payable to the complainant who is yet to submit necessary papers to the Insurer.

AWARD

**Taking into account the facts & circumstances of the case and the submissions made by both the parties during the course of hearing, death claims in respect of policies bearing no. 583676768 & 583679159 are hereby awarded to be paid by the Insurer to the complainant, towards full and final settlement of the claim.**

**Hence, the complaint is treated as allowed to the extent as indicated above.**

**BHUBANESWAR OMBUDSMAN CENTRE**

**Complaint No-BHU-L-017-1516-0044 Death Claim**

**Sri Rabinarayan Padhiari Vrs Future Generali Life Insurance Co.Ltd.,**

**Award dated 26<sup>th</sup> October,2015**

**Facts:** The complainant's mother took a policy from the OP in the year 2011. Unfortunately, she died on 20.03.2014. The complainant lodged a death claim which was repudiated by the OP. Being aggrieved, he approached this Forum for Redressal. On the other hand, the OP filed SCN and pleaded that the death claim was lodged more than two years after lapse of the policy.

On a careful scrutiny of the documents placed for perusal it is found that on the basis of proposal dt.11.03.2011 the policy in question was issued having the date of commencement as 28.03.2011. Renewal premium became due on 28.03.2012. Record lacks any material to show that the DLA paid subsequent premiums. As per the clause 7 of the policy conditions, a grace period of 30 days from the period of premium due date is allowed for payment of Yly., Hly., or Qly. Premiums and 15 days for Mly. Premiums. The policy remains in force during the grace period. If any premium remains unpaid at the end of the grace period, the policy shall lapse. The policy benefits thereafter would have no further value. Here in this case, there is no trace of payment of premium due on 28.03.2012. Obviously the policy lapses after expiry of the grace period i.e. on 28.04.2012. On the lapse of the policy, the death benefit is not payable. I find no infirmity in the action taken by the insurer by repudiating the death claim. No death benefit is payable under a lapsed policy.

**AWARD**

Taking into account the facts & circumstances of the case and the submissions made by both the parties during the course of hearing, the complaint is treated as dismissed.

**BHUBANESWAR OMBUDSMAN CENTRE**

**Complaint No-BHU-L-029-1516-0027 Death Claim**

**Sri Antaryami Gadtia Vrs LIC of India, Sambalpur**

**Award dated 26<sup>th</sup> October,2015**

**Facts:** The complainant's father took a policy in the year 2011 and on his death on 24.01.2013 due to fever, he (Complainant) applied for death claim in June, 2013. But the OP declined the claim. On the other hand, OP filed SCN and pleaded that the DLA showed his age as 45 years in the proposal and suppressed his actual age. As per attested copy of the voter list-2009 & 2010 the DLA was then at the age of 77 years. He deliberately understated his age to avail new Bima Gold policy. It is a risk policy with money back facility which can be granted for maximum of 12 years term with maximum age at entry 57 years and maximum term of 20 years upto age 45 years. However, due to understatement of age, the claim was repudiated.

After a careful scrutiny of the documents placed for perusal it is found that the Life Assured submitted proposal on 28.03.2011 to take the aforesaid policy. On the basis of self declaration he showed his age

as 45 years and date of birth as 18.01.1966. The present complainant, the son of the life assured, was shown to be the nominee and was of age 30 years. To my utter surprise, the voter lists of the year 2009 & 2010 reflect that the DLA was of age 75 years in the year 2009 and 76 years in the year 2010. As per voter list of the year 2010 the age of the complainant was 34 years. Obviously, at the time of submission of proposal the DLA was of age 77 years and the complainant was of age 35 years. From the available facts and circumstances it is abundantly clear that the DLA deliberately suppressed his actual age and gave his incorrect age in the proposal. So Clause-6 of the policy conditions comes into play. As per the said clause, the policy becomes void due to understatement of age in the proposal. Consequently, all claims to any benefit under the policy cease. Thus, I find no infirmity in the action taken by the Insurer in rejecting the death claim.

**AWARD**

Taking into account the facts & circumstances of the case and the submissions made by both the parties during the course of hearing, the complaint is treated as dismissed.

**BHUBANESWAR OMBUDSMAN CENTRE**

Complaint No-BHU-L-006-1415-0499 Death Claim

Smt Pratima Mohapatra Vrs Bajaj Allianz Life Insurance Co.Ltd.,

Award dated 08<sup>th</sup> October,2015

**Facts:** The complainant's husband, Sri Mahesh Prasad Mahapatra took a policy bearing no-0313631022 from the OP in the year 2014. Suddenly on 01/08/2014, he expired. Being the nominee, the complainant lodged a death claim. But OP repudiated the death claim for non disclosure of previous illness at the time of taking the policy. So she approached this forum for Redressal. On the other hand, the OP files SCN and pleads that the DLA was hospitalized for the treatment of Hypertension, Hyponatremia, Humerus Fracture etc. But he suppressed such material facts and did not disclose the same in the proposal. So OP repudiated death claim as per policy conditions.

It is quite apparent from the photocopies of the treatment particulars that the DLA was hospitalized at MKCG Medical College Hospital, Berhampur from 21.08.2010 to 24.08.2010 for the treatment of HTN, Hyponatremia etc, at Visakha Hospitals and Diagnostics Limited from 07.03.2014 to 15.03.2014 for the treatment of Right Proximal Humerus Fracture and at L.V. Prasad Eye Institute, Bhubaneswar on 21.08.2012 for the surgery of Left Eye. In spite of that he did not disclose all those diseases in the proposal dated 24.03.2014 and declared his good health by negating the questionnaires set at para-22 of the proposal form. Since the DLA signed the proposal form and submitted it for taking the policy he was its author. The responsibility can not be attributed to the agent as the Life Assured is the author of the connected proposal. This being so, clause-14 of the policy conditions very well comes into play. As per the said clause, in case of fraud and misrepresentation by the policy holder, the policy shall be terminated immediately by returning the surrender benefit, if any. But in the present case there is no question of any surrender benefit as the policy did not continue for three full policy years. In such circumstances I find no infirmity in the action taken by the Insurer by rejecting the Death Claim.

**AWARD**

Taking into account the facts & circumstances of the case and the submissions made by both the parties during the course of hearing, the complaint is treated as dismissed.

**BHUBANESWAR OMBUDSMAN CENTRE**

**Complaint No-BHU-L-017-1516-0058 Death Claim**

**Dr. Raj Kishore Panda Vrs Future Generali Life Insurance co.Ltd.,**

**Award dated 26<sup>th</sup> October, 2015**

**Facts:** The complainant's wife took the aforesaid policy from the OP in the year 2011. The annual installment of premium Rs.20000/- was paid for 3 (three) years on 03.10.2011, 09.10.2012 & 04.10.2013. On unfortunate demise of his wife (DLA) on 11.05.2014, he lodged a death claim. But the OP agreed to pay Rs.29,271/- only instead of the sum assured Rs.2,08,100/-. So he approached this Forum for Redressal. On the other hand, the OP filed SCN and pleaded that the DLA was suffering from Breast Cancer and received medical treatment for the same since 12.5.2008. In spite of that she did not disclose her health condition in the proposal while taking the policy and suppressed it. So the OP repudiated the death claim and decided to pay the complainant an amount of Rs.29271/- only as full and final settlement of the death claim.

I have elaborately perused the documents placed before this forum. As it appears, The DLA submitted proposal on 3.10.2011 to take the policy. She negatived all the questions regarding her health details asked in the proposal form. She showed her state of health as Good. But the medical paper granted by Sparsh Hospital and Critical Care Pvt. Ltd., Bhubaneswar and produced on behalf of the insurer goes to show that on 5.12.2008 she consulted with the said hospital as she was suffering from Breast Cancer(right). This fact is also openly admitted by the complainant. In spite of that the DLA did not disclose her disease in the relevant proposal and suppressed it. Clause 1 of the General terms and conditions of the policy deals with forfeiture in certain events and incontestability. As per the said clause, if it is found that any untrue or any incorrect statement is contained in the proposal or any material information is withheld, then in such cases, subject to Section 45 of the Insurance Act, the policy shall be void and all claims to benefits under the policy will cease and all monies paid into the policy will be forfeited except that would be lawfully granted by the company. Section 45 of the Insurance Act states that no policy of life insurance after expiry of two years from the date of commencement of risk shall be called in question by the company on the ground that a statement made in the proposal or any other document leading issue of the policy was inaccurate or false, unless the company shows that such statement was on a material matter or suppressed facts and that it was fraudulently made by the policy holder and that the policy holder knew at the time of making it. Keeping in view the forfeiture clause no.1 and section 45 of Insurance Act, let us now switch over to the facts and circumstances of the present case. Here in this case the DLA was suffering from Breast Cancer in the year 2008. But she did not disclose it in the relevant proposal form submitted on 03.10.2011. Actually, any fact the knowledge and ignorance of which would materially influence an insurer in making the insurance contract or in estimating the degree and character of the risk in fixing the rate of premium is a material fact. This being so, the health details of the insured is no doubt a material matter for the insurer in making the contract or in estimating the degree and character of risk. So the DLA should have disclosed honestly and genuinely in the proposal that she was suffering from breast cancer in the year 2008. Without doing so, she declared her good health. The present case very well comes within the purview of clause 1 of the General Terms and Conditions of the policy and the policy becomes void. In the result the complainant is not entitled to the death claim. However, it transpires from OP's letter dt.13.2.2015 that the claims review committee has approved an amount of Rs.29271/- after reconsideration of the complainant's request being the full and final claim under the policy. In such a circumstance the OP is liable to pay the said amount i.e. Rs.29271/- to the complainant after obtaining required papers from him.

**AWARD**

Taking into account the facts & circumstances of the case and the submissions made by both the parties during the course of hearing, a sum of Rs.29271/- as indicated above is hereby awarded to be paid by the Insurer to the Insured, towards full and final settlement of the claim.

The complaint is treated as allowed to that extent only.

**BHUBANESWAR OMBUDSMAN CENTRE**

**Complaint No-BHU-L-029-1516-0051 Death Claim**

**Smt Sheetal Gupta Vrs LIC of India, Sambalpur**

**Award dated 27<sup>th</sup> October,2015**

**Facts:** The complainant's husband (DLA) took a policy in the year 2011 and on his death on 13.12.2013 due to heart failure & pneumonia She lodged a death claim. But the OP rejected it. So she approached this forum for Redressal. On the other hand, OP filed SCN and pleaded that the DLA was suffering from diabetics, hypertension and CKD. In spite of that he suppressed such material fact and did not disclose it in the proposal while taking the policy. So OP repudiated the death claim.

I have elaborately perused the above documents. As it appears, the DLA, Ramalal Gupta submitted proposal on 30.12.2011 to take the policy in question. He negatived all the questions relating to his personal history set at column 11 and declared his usual state of health as Good. The DLA died on 13.12.2013. Claim form B and B1 reveal that the DLA was suffering from DM and CKD for 02 years. The treatment papers dt. 25.4.2011 and 09.08.2011 issued by K.D. Jalan Hospital prominently indicate that the DLA was suffering from T-II DM, HTN and CKD and was under medical treatment for those diseases. In spite of that he did not disclose it in the relevant proposal. Obviously, clause 6 of the policy conditions comes into play. The said clause deals with forfeiture in certain events. As per it, in case it is found that any untrue or incorrect statement is contained in the proposal, then the policy shall be void and all claims to any benefit in virtue hereof shall cease and determine. Since in the present case the DLA suppressed material fact regarding his health and did not disclose the same in the proposal, the policy becomes void. As such all claims under the policy cease and determine. Thus, the complainant is not entitled to the death claim as sought for nor the OP is liable to pay the same.

**AWARD**

Taking into account the facts & circumstances of the case and the submissions made by both the parties during the course of hearing, the complaint is treated as dismissed.

**BHUBANESWAR OMBUDSMAN CENTRE**

**Complaint No-BHU-L-006-1516-0191 Death Claim**

**Sri Laxmikanta Udgata Vrs Bajaj Allianz Life Insurance Co.Ltd.,**

**Award dated 30<sup>th</sup> November,2015**

**Facts:** In December 2012, the representative of the OP, in the name of redeeming the existing loss making policies of the complainant, fraudulently sold another policy to the complainant's wife Smt. Minati Udgata for a yearly premium of Rs.60000/- payable for a period of 15 years. He further alleged that the representative of the OP utilized a blank cheque, which was submitted for providing bank details for redemption of their existing policies to forge his wife's signature and issued the new policy. Realizing that he had been cheated, he immediately handed over the policy bond to the local officials of the OP on 28/12/2012( i.e. within two days from the date of receipt of policy bond) for cancellation and refund of deposit amount. But the OP rejected his claim citing the reason that the request was received after the free look period. As the internal grievance redress mechanism failed to provide a solution this forum was approached.

On scrutiny of the SCN and rejection letter of the OP, it becomes clear that the local representative of the OP had played some role in order to bypass the provision of the free look period. The complainant returned the document along with request letter to the local representative on 28/12/2012 which is very much within the free look period. The receipt of the request for cancellation by the authorized local representative within the free look period could be definitely concluded as the receipt by the OP and hence the OP could not escape its liability. Therefore this forum concludes that the rejection by the OP to cancel the policy and refund the deposit amount is unjust and improper. Therefore the case is admitted.

**AWARD**

**Taking into account the facts & circumstances of the case and the submissions made by the complainant and the OP during the course of hearing and relevant documents submitted by both the parties, a sum of Rs.60000/-(Sixty Thousand only) is hereby awarded to be paid by the OP to the complainant without any further delay, towards full and final settlement of the claim.**

**BHUBANESWAR OMBUDSMAN CENTRE**

**Complaint No-BHU-L-006-1516-0204 Death Claim**

**Sri G. Krishna Rao Vrs Bajaj Allianz Life Insurance Co.Ltd.,**

**Award dated 30<sup>th</sup> November,2015**

**Facts:** The mother of the complainant had taken a policy from the OP for Sum Assured of Rs.185000/-(One Lakh Eighty Five Thousand only) in September 2012. Unfortunately, she expired on 02/07/2013 due to sudden illness. Sri G Krishna Rao, being the nominee lodged death claim with the OP. The OP rejected his death claim due to fake death certificate. Being aggrieved, he approached this forum for redress of his grievance.

The OP has filed the SCN. In its supporting documents sl-23, the OP has highlighted the fakeness of the death certificate. As per undertaking, the representative of the OP has also submitted the original printout of the death certificate with endorsement. On close scrutiny of both the copies of death certificate, it can be concluded that the cancelled certificate with endorsement issued by the Registrar of Births and Deaths, CHC, Kelluapalli is authentic. Therefore, this forum does not find any merit in the case of the complainant. Hence it is ordered.

**AWARD**

**Taking into account the facts & circumstances of the case and the submissions made by the OP with related documents during the course of hearing, the case is dismissed.**

**BHUBANESWAR OMBUDSMAN CENTRE**

**Complaint No-BHU-L-029-1516-0054 Death Claim**

**Smt Nandini Sahoo Vrs LIC of India, Sambalpur**

**Award dated 06<sup>th</sup> November,2015**

**Facts:** The LA died on 10.06.2013 at his residence due to heart stroke. On submission of claim, the OP did not settle it on the plea and pretext that complainant's husband (DLA) died of cancer at SUN Hospital, Vishakhapatnam which was never a truth. Under such contingency the complainant approached this Forum for Redressal. On the other hand, the OP filed SCN and pleaded that the policy commenced on 13.03.2013 for a Sum Assured of Rs. 5,00,000/-. As the death claim was an early claim an investigation was carried out. During investigation it came to light that the DLA was diagnosed with Cancer/Kidney disease in the year 2012 and received treatment at CMC Hospital Vellore and Visakhapatnam. However, the investigation is under progress and the treatment particulars are yet to be procured.

I have elaborately gone through the policy documents. As it appears, it is a 'Jeevan Anand' policy with profits and with Accident Benefits for a Sum Assured of Rs. 5,00,000/-. It commenced on 13.03.2013 having yearly mode of payment of premium. The life assured died on 10.06.2013 i.e. when the policy was in full force. The complainant reiterates that being the nominee she lodged a death claim before the OP and complied all the requirements by 07.03.2014. In spite of that the Insurer slept over the matter and did not settle the death claim.

The OP takes a plea that the DLA was suffering from cancer/kidney disease and received treatment at CMC Hospital, Vellore and Visakhapatnam. But to my utter surprise, not a single scrap of paper in support of its plea has been filed before this forum. The representative of OP undertook to produce relevant medical papers within 7 working days positively without fail. Peculiarly enough, he did not turn up. When record lacks any paper or document substantiating the plea of the OP, then it can not be said that the DLA was suffering from cancer/kidney disease. Thus, the plea advanced on behalf of the Insurer gets a grand rebuff. Since the DLA died during the continuance of the policy and since because the complainant is the nominee, the OP is liable to pay her the Death Claim without least delay.

**AWARD**

**Taking into account the facts & circumstances of the case and the submissions made by both the parties during the course of hearing, the Death Claim is hereby awarded to be paid by the Insurer to the nominee, towards full and final settlement of the claim.**

**Hence, the complaint is treated as allowed to the extent as indicated above.**

**BHUBANESWAR OMBUDSMAN CENTRE**

**Complaint No-BHU-L-029-1516-0144 Death Claim**

**Smt Labnya Mohanty Vrs LIC of India, Berhampur**

**Award dated 30<sup>th</sup> November,2015**

**Facts:** Late Sri Ramakanta Mohanty had taken two policies from the OP for Sum assured of Rs.100000/-(One Lakh) each in the year 2002 and 2010 respectively. Unfortunately, he died on 23/09/2013 in a road accident. Smt Labanya Mohanty, being the nominee lodged death claim with the OP on 31/12/2013. In spite of her repeated follow up with the OP, there was no response. Being aggrieved, she approached this forum for redress of her grievance.

The OP has filled the SCN. It has admitted that there has been some delay in processing the claim due to non submission of certain documents by the complainant. The OP has already settled the basic claim on 06/07/2015 for the two policies as mentioned above. Also taking a lenient view of absence of valid driving license, the OP has settled the claim for accident benefit of Rs.200000/-(Two Lakh) for both the policies through NEFT on 10.11.2015. Taking into account the above submissions of the OP, this forum does not find any reason to intervene further. Hence it is ordered.

**AWARD**

Taking into account the facts & circumstances of the case and the submissions made by the OP with related documents during the course of hearing, the case is treated as closed since the complaint is redressed.

**BHUBANESWAR OMBUDSMAN CENTRE**

**Complaint No-BHU-L-041-1516-0130 Death Claim**

**Smt Pemmi Jagiamma Vrs SBI Life Insurance Co.Ltd.,**

**Award dated 30<sup>th</sup> November,2015**

**Facts:** The complainant's husband (DLA) took a policy from OP for a sum assured of Rs.6,00,000/- on 11.09.2013. Unfortunately, her husband died on 14.12.2013 due to complicated malaria under medical supervision. After that she lodged a death claim, but the OP illegally repudiated it. Finding no alternative she approached this Forum for Redressal. On the other hand, OP filed SCN and pleaded that during investigation it came to light that the DLA had taken insurance policies from Exide Life Ins. and HDFC Life Insurance for a sum assured of Rs.93,480/- & Rs.4,79,086/- respectively, which he had not disclosed in the proposal form. So the OP repudiated the death claim due to non-disclosure of material facts.

I have elaborately perused the documents placed before this Forum. As it appears, in order to take the aforesaid policy the DLA submitted proposal on 11.09.2013. Column-11 of the proposal form requires other policy details. The DLA answered it in the negative. Copy of e-mail sent by Exide Life (Annexure C of SCN) indicates that the DLA took a policy from it for a Basic Sum Assured of Rs.93480/- . But it does not contain the relevant policy number and the date of commencement of the policy. So it is of no use. But the copy of e-mail dated 18.12.2014 sent by HDFC Life (Annexure D) clearly reflects that the DLA was insured with it for a sum assured of Rs. 479086/- and the risk commenced from 27.08.2013 i. e. before submission of proposal for the present Policy of the SBI Life. In spite of that he suppressed it and did not disclose at column 11 of the proposal. It is well known that any fact, the

knowledge or ignorance of which would materially influence an insurer in making the contract or in estimating the degree and character of the risk in fixing the premium is a material fact. Judged on that basis, suppression of previous insurance details is clearly a suppression of material fact. Thus, clause 9 of the policy conditions very well comes into play. As per the said clause, the policy becomes void and claims to any benefit under the policy ceases and determines, as because the DLA suppressed material fact regarding his previous policy details. In the result, the death claim lodged by the complainant is not tenable. Since the OP has acted in conformity with the policy conditions and has repudiated the death claim, this forum finds no good reason to interfere.

**AWARD**

Taking into account the facts & circumstances of the case and the submissions made by both the parties during the course of hearing, the complaint is treated as dismissed.

**BHUBANESWAR OMBUDSMAN CENTRE**

Complaint No-BHU-L-043-1516-0046 Death Claim

Smt Laxmi Pradhan Vrs Sriram Life Insurance Co. Ltd.,

Award dated 13<sup>th</sup> November,2015

**Facts:** The complainant's father took the aforesaid policy for a sum assured of Rs.8,00,000/- from the OP in the year 2013. Unfortunately, he died on 18.12.2013. So the complainant being the nominee lodged a death claim which was rejected by OP. Finding no alternative, she approached this forum for Redressal. On the other hand, the OP filed SCN and pleaded that being an early claim an investigation was conducted. It came to light that the life assured had died prior to the proposal date i.e. on 31.07.2013. Some miscreants with a view to make unlawful game filled up proposal for a dead person and caused the company to issue a policy. Under such circumstances, the OP repudiated the death claim. It prayed for dismissal of the complaint.

All the documents placed before this forum are put to scrutiny with utmost care and caution. It is found that the DLA submitted proposal on 16.09.2013. On that basis, the policy in question with a sum assured of Rs.800000/- was issued having the date of commencement as 28.09.2013. Being an early claim the insurer got the case investigated through the agency Reliable India. The investigation report concludes on the basis of written statement of the nominee that the LA was an illiterate and on the statement of Anganwadi Worker, Rashmita Kumari Routa that the life assured was not alive at the time of purchase of policy. Photocopies of both the statement have been enclosed. The nominee, Laxmi Pradhan signs in Oriya, but her statement has been recorded in Hindi on 11.4.2014. It is not known who recorded it and for what purpose nor does it contain any endorsement to the effect that the contents were read over and explained to her and after understanding the same to have been written correctly the nominee gave her signature. In absence of it no reliance can be reposed on the so called statement of nominee, Laxmi Pradhan. In a similar manner the statement of AWW, Rashmita Kumari Routa is not acceptable. On the other hand, it is quite apparent from the photocopy of the death certificate that the DLA died on 18.12.2013. This is an authentic document issued under a statute. The so called investigation report can not override the authenticity of the death certificate. Since The DLA died on 18.12.2013 while the policy was in full force and since because the complainant is the nominee under the policy, she is very well entitled to the death benefits i.e. the sum assured as provided in the policy conditions. The OP is liable to pay the same to the nominee. However, no interest on the death claim or compensation as claimed is payable under the facts and circumstances of the case.

**AWARD**

Taking into account the facts & circumstances of the case and the submissions made by both the parties during the course of hearing, the death benefit under the aforesaid policy is hereby awarded to be paid by the Insurer to the nominee, towards full and final settlement of the claim.

Hence, the complaint is treated as allowed to the extent as indicated above.

**BHUBANESWAR OMBUDSMAN CENTRE**

**Complaint No-BHU-L-029-1516-0057 Death claim**

**Sri Nirad Chandra Beura Vrs LIC of India, Bhubaneswar**

**Award dated 14<sup>th</sup> December,2015**

**Facts:** The complainant and his wife both took the aforesaid joint policy from the OP in the year 2009 for SA of Rs.2,00,000/-. All the 3 premiums were paid before she was detected for CKD or treated first on 07.11.2011. But on unfortunate death of his wife (DLA) on 25.01.2013, he lodged a death claim which was declined by the OP. So he approached this forum for Redressal. On the other hand, the OP filed SCN and pleaded that the policy in question was revived on 15.07.2011 with DGH. One of the life assureds, namely, Sanjukta Patnayak died on 25.01.2013. As per treatment paper dt.27.11.2011 and claim forms B/B1 issued by Apollo Hospital, Bhubaneswar, the LA was suffering from HTN,CKD(Type-V) for last 02 years i.e. from Jan,2011. This material fact was suppressed in DGH dt. 12.07.2011 submitted by Sanjukta Patnayak. As such, the revival became null & void and the amount paid for revival was refunded to the claimant on 25.09.2014 through NEFT. So the OP prayed for dismissal of the complaint.

I have elaborately gone through the documents placed before this forum. Photocopy of personal statement regarding health reflects that the DLA submitted it on 12.07.2011 declaring her good health. It is apparent from the photocopy of claim form B that the DLA was suffering from CKD two years before her death on 25.01.2013 i.e. since Jan,2011. But to my utter surprise, in column 4© the word "one" has been struck out and the word "two" has been put there. There is no initial or signature of the attending doctor. In answering Q.No.4(f), the attending doctor replies that the patient consulted him for the 1<sup>st</sup> time on 10.11.2011. If it is true, then I fail to understand how the doctor could know that the patient was suffering from CKD two years before of her death. No plausible explanation to that effect is forthcoming. In such a circumstance, the entries in claim form B as to the duration of suffering cannot be relied upon. The treatment papers relate to the discharge summary issued by Apollo Hospital, Bhubaneswar. As per it, the DLA got admitted into the said hospital on 27.11.2011 and discharged on 28.11.2011. Her case was diagnosed as HTN & CKD-V. Since the diseases of the DLA were detected in Nov,2011, it cannot be said that she knowingly suppressed such material fact at the time of revival of policy in July,2011 and did not disclose the same in the DGH. There is no dispute that the policy was in full force at the time of death of the life assured, Sanjukta Patnayak. So the other life assured i.e. the present complainant is entitled to get the sum assured and the OP is liable to pay the same to him after deducting the amount already paid. The compensation as claimed by the complainant does not assume any support from the terms and conditions of the policy and hence, the said claim does not sustain.

**AWARD**

**Taking into account the facts & circumstances of the case and the submissions made by both the parties during the course of hearing, the death claim less the amount already paid is hereby awarded to be paid by the Insurer to the Other Insured, towards full and final settlement of the claim.**

**Hence, the complaint is treated as allowed to the extent as indicated above.**

**BHUBANESWAR OMBUDSMAN CENTRE**

**Complaint No-BHU-L-029-1516-0102 Death claim**

**Smt. Mamata Mishra Vrs LIC of India, Berhampur**

**Award dated 07<sup>th</sup> December,2015**

**Facts:** In the month of May 2013, the complainant' husband took a policy from the OP with a monthly premium of Rs.3023/- to be deducted from his salary every month for a period of 15 years. He expired due to heart attack on 29/10/2013. Being the wife of DLA, Mrs. Mamata Mishra lodged a death claim against policy no-573721393. The OP remained silent and did not intimate anything to the complainant. Being aggrieved, she approached this forum for redress of his grievance.

The OP has filled the SCN. It has stressed that in spite of sending the SSS authorization letter for deduction of monthly premium from the salary of DLA on 10/06/2015, the employer did not respond at all. As per SSS authorization clause, it is the primary responsibility of the policy holder to ensure that the premium is deposited in the OP's office in due time. The policy holder shall be entirely responsible for any consequence on account of non-payment of premium. On going through the terms and conditions of SSS authorization letter signed by the DLA at the time of taking the policy, it is abundantly clear that any non deduction of premium and any consequence thereof, the OP is not liable. The OP had duly sent the authorization of the DLA for deduction of premium from the DLA's salary on 10<sup>th</sup> June 2015 which is in order. The OP, therefore, cannot be faulted. Hence this forum does not find any merit in the complainant.

**AWARD**

**Taking into account the facts & circumstances of the case and the submissions made by the OP during the course of hearing, the case is treated as dismissed and closed.**

**BHUBANESWAR OMBUDSMAN CENTRE**

**Complaint No-BHU-L-029-1516-0158 Death Claim**

**Mrs. Nini Mishra Vrs LIC of India, Berhampur**

**Award dated 14<sup>th</sup> December,2015**

**Facts:** In the year 1993, the complainant' husband took a Money Back policy from the OP with an annual premium of Rs.6326/- to be paid for 20 years. He died in a road accident on 15/07/2011. Being the wife of DLA, Mrs. Nini Mishra lodged a death claim against policy no-580478795. The OP asked for legal heir certificate as the nominee Sri Balaram Mishra expired prior to the death of the complainant's husband. Even after submission of all documents like legal heir certificate, discharge voucher, policy bond, etc. the OP kept on delaying the settlement of the claim under some pretext or the other. Being aggrieved, she approached this forum for redress of his grievance.

The OP has filed the SCN. It has admitted that there has been some delay in settlement of the death claim due to non submission of some requirements by the complainant. However, on 26/08/2015, the OP has already settled the death claim by paying Rs.202400/- (Two lakh twenty four thousand only) through NEFT. As the OP has already settled the death claim, this forum does not find any reason to continue any further with this case. Therefore it is ordered.

**AWARD**

**Taking into account the facts & circumstances of the case and the submissions made by the OP during the course of hearing, the case is treated as redressed and hence closed.**

**BHUBANESWAR OMBUDSMAN CENTRE**

Complaint No-BHU-L-041-1516-0131 Death Claim

Sri Dikshiyam Patra Vrs M/S. SBI Life Insurance Co. Ltd.,

Award dated 30<sup>th</sup> November,2015

**Facts:** Late Smt. B Sabitri Patra had taken a policy from the OP for Sum Assured of Rs.185000/- (One Lakh Eighty Five Thousand only) in October 2013. Unfortunately, she expired on 23/06/2014 due to sudden illness. Sri Dikshiyam Patra, being the nominee lodged death claim with the OP. The OP rejected his death claim due to understatement of age by the deceased life assured at the time of taking the policy. Being aggrieved, he approached this forum for redress of her grievance.

The OP has filed the SCN. In the annexure-A, the date of birth of the DLA is mentioned as 16/10/1959 and as per this date of birth the age of the DLA was 53 years at the time of taking the policy. As this was an early claim, the OP conducted an investigation. From the investigation, the OP found out that in the pension card issued by the Govt. Of Odisha, the age is mentioned as 65 years at the beginning of pension in the year 2012. A copy of the same has been submitted by the OP. Interestingly, at the time of hearing, the representative of the complainant Sri S R Dash produced the original pension card before this forum. On scrutiny, it is observed that the original card has been tampered. The age 65 has been suitably altered to a date and 53 has been put as age just above the date. This is clearly visible. There has been attempt to forge the original document. Therefore, the understatement of age at the time of taking the policy is established. Hence this forum does not find any merit in the case of the complainant on the basis of a forged Govt. document. Hence it is ordered.

**AWARD**

**Taking into account the facts & circumstances of the case and the submissions made by the OP with related documents during the course of hearing, the case is dismissed.**

**BHUBANESWAR OMBUDSMAN CENTRE**

Complaint No-BHU-L-043-1516-0172 Death Claim

Smt Sanju Samal Vrs M/S. Sriram Life Insurance Co. Ltd.,

Award dated 10<sup>th</sup> December,2015

**Facts:** Late Sri Shyama Samal had taken a policy from the OP for Sum Assured of Rs.200000/- (Two Lakh only) on 12/06/2015. Unfortunately, he expired on 22/06/2014 due to sudden illness. Smt Sanju Samal, being the nominee lodged death claim with the OP. The OP rejected her death claim due to suppression of material facts regarding health and previous treatment particulars by the deceased life assured at the time of proposing for the policy. Since the internal grievance mechanism of the OP failed to redress the grievance, this forum was approached.

The OP has filed the SCN. As this was an early claim, the OP conducted an investigation which revealed that the DLA was suffering from Bronchial Asthma at the time of signing the proposal. He was, in fact, treated at SCB Medical College, Cuttack as outdoor patient on 25/05/2014 and had undergone Upper GI Endoscopy test on 27/05/2014. The photocopies of the OPD ticket, proof of fees deposited for undergoing various tests including Upper GI Endoscopy test has been submitted along with SCN. Hence the OP rejected the death claim. On analyzing the above mentioned documents, it can be safely arrived that the DLA had undergone various tests at SCB Medical College, Cuttack and was also treated as OPD patient in the same Medical. Also the claim form-B i.e. Medical Attendant's Certificate given by DR.R.K.Samal, Senior Medical officer, D.H.H, Kendrapara clearly established that

the DLA died due to Bronchial Asthma(SI no-5b). While signing the proposal form, the DLA had answered in the negative to the question no-9(D3viii) regarding his health. Hence this forum is of the opinion that the non disclosure and suppression of actual information on his health which is very material for the acceptance of the proposal, is certainly a breach of the policy terms. Therefore the repudiation of the death claim by the OP cannot be faulted with. Hence this forum does not find any merit in the complaint.

**AWARD**

Taking into account the facts & circumstances of the case and the related documents submitted by the OP along with SCN, the case is treated as dismissed and closed.

**BHUBANESWAR OMBUDSMAN CENTRE**

Complaint No-BHU-L-022-1516-0040 Death Claim

Smt Enga Rameya Vrs M/S. IDBI Federal Life Insurance Co.Ltd.,

Award dated 13<sup>th</sup> November,2015

**Facts:** The complainant's mother took the aforesaid policy from OP for a sum assured of Rs.2,00,000/-. But she died on 01.07.2014 due to heart attack. So he lodged a death claim which was rejected by the OP for non disclosure of material facts regarding her health. Finding no alternative he approached this forum for Redressal. On the other hand, OP filed SCN and stated that the Life Assured was suffering from hypertension and diabetes and received treatment from Dr. S.N.Pandey of Agasti Nuagaon, Chhatrapur, Ganjam. But she suppressed this material fact and did not disclose the same in the proposal. So OP rejected the death claim and prayed for dismissal of the complaint.

I have elaborately gone through the documents placed before this Forum . It is quite apparent that the aforesaid policy was issued in favour of the DLA and the complainant was the nominee. The policy commenced on 30.01.2014 for a sum assured of Rs. 2,00,000/-. There is no dispute as to the Life Assured's date of death. The OP found that the DLA had consulted with Dr. S.N.Pandey for treatment of Hypertension and Diabetes Mellitus. But to my utter surprise, no treatment paper nor any paper regarding medical consultation has been filed. In absence of it the plea of the Insurer that the DLA was suffering from HTN and DM does not sustain. Since the policy was in full force at the time of death of the DLA and since because the complainant is the nominee under the policy, he is very well entitled to death benefits as provided in clause -13 of the policy conditions. The OP is liable to pay the death claim to the complainant. However, no interest is payable on the amount of death claim.

**AWARD**

Taking into account the facts & circumstances of the case and the submissions made by both the parties during the course of hearing, death benefits under clause-13 of the policy conditions is hereby awarded to be paid by the Insurer to the nominee, towards full and final settlement of the claim.

Hence, the complaint is treated as allowed to the extent as indicated above.

**BHUBANESWAR OMBUDSMAN CENTRE**

**Complaint No-BHU-L-029-1516-0041 Death Claim**

**Smt Tulasi Lata Das Vrs M/S. LIC of India, Bhubaneswar**

**Award dated 12<sup>th</sup> November,2015**

**Facts:** The complainant's husband took a New Bima Kiran policy in the year 2005. In the year 2013, it was not possible to pay premium as the Life Assured was under medical treatment for Kidney failure. On unfortunate death of her husband (DLA) on 24.09.2013, she lodged a death claim, but the OP declined the claim due to lapsed policy. However, OP paid Rs.15400/- only. Under such contingency she approached this Forum for Redressal. On the other hand, the OP filed SCN and stated that the premium due on 20.08.2013 was not paid even within the grace period of 30 days which expired on 20.09.2013. So the policy lapsed. The life assured died on 24.09.2013. As the policy was in a lapsed condition at the time of the death of the life assured, the death claim was not payable. As per the conditions of the plan, the insurer refunded the total premium paid i.e. Rs.15400/- on 30.06.2014 through NEFT to the nominee. Hence it prays for outright dismissal of the complaint.

On a careful scrutiny of the document placed before this forum, it is seen that the life assured took the policy in question from the OP and it commenced on 20.08.2005 with the death benefit of Rs.100000/-. The instalment of premium was Rs.1925/- and the mode of payment was yearly. Premium due on 20.08.2013 was not paid. Clause 02 of the policy conditions provides a grace period of 30 days for payment of yearly premiums. The grace period expired on 20.09.2013. As the life assured failed to pay the premium due, the policy lapsed on 20.09.2013. Unfortunately he died on 24.09.2013 i.e. when the policy was in a lapsed condition. Obviously, the death benefit is not payable. Clause 04 contains non-forfeiture regulations. According to the said clause if premiums have been paid for 03 full years, then death benefit shall be reduced to the total premium paid less total extra premiums, if any. Guided by the said clause, the OP refunded back the total premiums paid i.e.Rs.15400/- to the nominee. I find no infirmity in the procedure adopted by the insurer. Since the complainant has received the refunded amount and since because she is not entitled to the full death benefit as claimed, the complaint deserves dismissal.

**AWARD**

**Taking into account the facts & circumstances of the case and the submissions made by both the parties during the course of hearing, the complaint is treated as dismissed.**

**BHUBANESWAR OMBUDSMAN CENTRE**

**Complaint No-BHU-L-029-1516-0092 Death Claim**

**Smt Kunja Lata Sahoo Vrs M/S. LIC of India, Cuttack**

**Award dated 30<sup>th</sup> November,2015**

**Facts:** The complainant's husband (DLA) took the policy on 28.01.2011 under table & term 90/21 for a sum assured of Rs.50, 000/-. After unfortunate death of her husband on 09.06.2012, she lodged a death claim; but OP did not respond. On the other hand, OP filed SCN and pleaded that the claim was admitted. But as per terms & conditions of the particular plan no.90, the sum assured with bonus would be payable at the end of the selected term i.e. on maturity date (28.01.2032) irrespective of whether the life assured survived the term or not. The claimant need not pay the future premiums till the date of maturity.

I have perused the aforesaid documents with utmost care and caution. Relevant Policy bond is superscribed with the words " Marriage Endowment/Education Annuity with Profit and DAB(Double Accident Benefit)." The policy commenced on 28.01.2011 for a term of 21 years and for SA Rs.50000/-. The date of maturity is 28.01.2032 and date of last payment of premium is 28.07.2031 as the mode of premium is Hly. The complainant is the nominee under the policy. It is quite apparent from the face of the policy bond that the premium is payable till the stipulated date of last payment i.e.28.07.2031 or previous date of death of the life assured. In the present case the LA died on 09.06.2012, so no future premium is payable. But the policy does not contain any provision for payment of death benefit. Only in case of any accidental death, accident benefit is payable as per clause 10 of the policy condition. The present case does not come under the said clause as the death of the life assured did not occur in any accident. It may here be noted that the OP openly admits the claim of the complainant but it is payable as per the policy conditions on the date of maturity i.e.on 28.01.2032. Photocopy of letter dt.08.10.2015 indicates that this fact has already been intimated to the complainant. In such circumstances, the complainant has to wait till the date of maturity to receive payment from the insurer.

**AWARD**

**Taking into account the facts & circumstances of the case and the submissions made by both the parties during the course of hearing, the complaint is treated as dismissed with the observations as indicated above.**

**BHUBANESWAR OMBUDSMAN CENTRE**

**Complaint No-BHU-L-029-1516-0181 Death claim**

**Smt Sakuntala Sahu Vrs M/S. LIC of India, Berhampur**

**Award dated 09<sup>th</sup> December,2015**

**Facts:** Late Sri Purna Chandra Sahu had taken a policy from the OP for Sum Assured of Rs.100000/- (One Lakh only) in September 2013. Unfortunately, he expired on 12/07/2014 due to sudden illness. Smt. Sakuntala Sahu, being the nominee lodged death claim with the OP. The OP in its letter dated 12/01/2015 informed her about the admission of the death claim and asked her to submit the discharge voucher in its local branch office at Koraput. Accordingly, she submitted the discharge voucher in the local office of the OP. But the OP did not settle the claim. As the internal grievance mechanism did not provide any relief, this forum was approached.

The OP has filed the SCN. On going through the various records submitted by the OP, it is observed that the policy had lapsed at the time of the death of the DLA. Through oversight, the OP had sent a letter to the complainant on 12/01/2015 intimating admission of the death claim and calling for relevant documents. On 25/08/2015, after a gap of seven months, the OP realized its mistake and sent a letter to the complainant about the repudiation of the death claim, wherein, it had also expressed its regret for the unintentional error. Therefore, this forum is of the opinion that the OP had committed an unintentional error while conveying to the complainant the admission of the death claim but the repudiation of the death claim is justified as the policy had lapsed by the time of the death of the DLA. Hence this forum does not find any merit in the complaint.

**AWARD**

**Taking into account the facts & circumstances of the case, the documents submitted by both the parties and deposition made by the OP during the course of hearing, the case is treated as dismissed.**

**BHUBANESWAR OMBUDSMAN CENTRE**

**Complaint No-BHU-L-036-1516-0093 Death claim**

**Sri Hadibandhu Naik Vrs M/S. Reliance Life Insurance Co.Ltd.,**

**Award dated 25<sup>th</sup> November,2015**

**Facts:** The complainant happens to be the father of the aforesaid life assured. In the year 2010 the Life Assured took this policy from the OP. During continuance of the policy the Life Assured died on 24.07.2010. Being the nominee, the complainant lodged a death claim before OP which did not settle the same. On the other hand, the OP filed SCN stating that the complainant carried the matter to the DCDRF, Nayagarh in Case No. 36 of 2014. So the matter is not maintainable here in this Forum.

I have elaborately gone through the documents placed for perusal. It is found that Raghunath Naik was the Life Assured under the policy and the complainant is the nominee. The Life Assured died on 24.07.2010. However, in connection with this matter the complainant initiated C.C.Case No. 36 of 2014 before the DCDRF, Nayagarh. As rightly pointed on behalf of OP, the present complaint in view of the provision of Rule 13(3)( c) of RPG Rules is not maintainable. As such, the present complaint deserves dismissal.

**AWARD**

**Taking into account the facts & circumstances of the case and the submissions made by both the parties during the course of hearing, the complaint is treated as dismissed.**

**BHUBANESWAR OMBUDSMAN CENTRE**

**Complaint No-BHU-L-041-1516-0056 Death claim**

**Sri Prasanta Kumar Swain Vrs M/S. SBILife Insurance Co.Ltd.,**

**Award dated 17<sup>th</sup> November,2015**

**Facts:** The complainant's brother took a policy from the OP for a sum assured of Rs.1,87,000/-. Unfortunately he died on 22.10.2014 due to heart attack. Being the nominee, the complainant lodged a death claim which was rejected by the OP. Finding no alternative, he approached this forum for Redressal. On the other hand, the OP filed SCN and stated that the DLA was suffering from liver disease and received treatment before the date of commencement of the policy. In spite of that he suppressed it and did not disclose the same in the proposal. So the OP repudiated the death claim as per clause 9.6 of the policy conditions.

After a thorough perusal and careful scrutiny of the aforesaid documents, it is seen that the DLA submitted proposal on 16.09.2014. Column 13 is meant for medical and other details of the life assured. As it appears, the DLA negated all the questions and declared his good health. But the medical papers produced from the side of the insurer go to show that on 26.3.2014 the medical officer of Regional Govt. Hospital, Aska advised DLA for ultra sonography of his abdomen and pelvis as he found swelling of abdomen and prescribed medicines. On 01.05.2014, Rogi Kalyana Samiti, Puri provisionally diagnosed his case as Hepatomegaly Ascitis. It is well known that that Hepatomegaly is a conditions having enlarged liver. Although the DLA suffered from liver disorder and received medical treatments, he suppressed it and did not disclose the same in the proposal. As such, clause 9.6 of the policy conditions very well comes into play and renders the policy null and void. This being so, the complainant is not entitled to the death claim nor the insurer is liable to pay the same.

**AWARD**

**Taking into account the facts & circumstances of the case and the submissions made by both the parties during the course of hearing , the complaint is treated as dismissed.**

**BHUBANESWAR OMBUDSMAN CENTRE**

**Complaint No-BHU-L-041-1516-0157 Death claim**

**Sri Duna Tulasi Vrs M/S. SBI Life Insurance Co.Ltd.,**

**Award dated 09<sup>th</sup> December,2015**

**Facts:** Late Sri Duna Simadri had taken a policy from the OP for Sum Assured of Rs.600000/-(Six Lakh only) in September 2013. Unfortunately, he expired on 07/12//2013 due to Malaria. Smt Duna Tulasi, being the nominee lodged death claim with the OP. The OP rejected her death claim due to suppression of material facts regarding occupation and income by the deceased life assured at the time of proposing for the policy. Since the internal grievance mechanism of the OP failed to redress the grievance, this forum was approached.

The OP has filed the SCN. In the annexure-D, it has enclosed the survey report of Govt. Of Odisha. As this was an early claim, the OP conducted an investigation which revealed that the DLA was a BPL card holder having no landed property and his average monthly income ranged between Rs.250 to 499. But as per the proposal form ( point no-6) the DLA had deliberately stated his annual income as Rs.300000/-(Three lakh only). Moreover the occupation of DLA was mentioned as stockist of cocoanut and cashew nut. The submission of an inflated income and a different occupation amounted to suppression of actual information which is very material for acceptance of the proposal. Therefore the

repudiation of the death claim by the OP cannot be faulted with. Hence this forum does not find any merit in the complaint.

**AWARD**

Taking into account the facts & circumstances of the case and the submissions made by the OP with related documents during the course of hearing, the case is treated as dismissed.

**BHUBANESWAR OMBUDSMAN CENTRE**

Complaint No-BHU-L-041-1516-0006 Death claim

Smt Susama Behera Vrs M/S. SBI Life Insurance Co.Ltd.,

Award dated 19<sup>th</sup> December,2015

**Facts:** The complainant's husband took a policy from the OP in the year 2013 for SA of Rs.1,70,000/-. But on the death of her husband (DLA) on 01.11.2013 due to Cardio Respiratory Failure, the OP did not settle the death claim. Rather it repudiated the claim on the ground of misstatement of annual income at proposal stage. Under such contingency the complainant approached this forum for Redressal. On the other hand, the OP filed SCN and pleaded that the DLA committed fraud to obtain the insurance cover by misstating his annual income. Although he was a BPL card holder, he showed his annual income which contradicted his status as such. So OP rejected the death claim.

On a minute scrutiny of the documents placed before this forum, it is found that the DLA submitted proposal on 03.06.2013 showing his annual income as Rs.1,20,000/-. The aforesaid BPL card stands in the name of the DLA and it was issued by the BDO, Krushna Prasad. However it does not contain the income particulars of the DLA. In spite of specific undertaking, the representative of the OP did not turn up. Not a single scrap of paper is filed from the side of the insurer to show that the annual income mentioned in the proposal is contradictory to the BPL card status of the DLA. Although it is said that BPL card is issued to a person having monthly income less than Rs.5000/-, no paper or document is produced to that effect. As a matter of fact, BPL is an economic bench mark and poverty threshold used by Govt. of India to indicate economic disadvantage and to identify individuals and households in need of Govt. assistance and aid. It is determined using various parameters which vary from state to state and within states. However, Central Govt. is undecided to identify families below poverty line. Some State Govts. are of the view that family income cannot be the criteria for BPL card. In such circumstances when the insurer utterly fails to show any definite proof contradicting the annual income of the DLA as shown in the proposal, it cannot be said that the DLA misrepresented his annual income. Thus, the plea advanced on behalf of OP gets a grand rebuff. Since the policy was in force when the life assured died and since because the complainant is the nominee under the policy she is very well entitled to the death claim and the OP is liable to pay her the same as per policy conditions. It cannot escape liability on a flimsy ground.

**AWARD**

Taking into account the facts & circumstances of the case and the submissions made by both the parties during the course of hearing, the death benefit as per policy conditions is hereby awarded to be paid by the Insurer to the nominee, towards full and final settlement of the claim. Hence, the complaint is treated as allowed accordingly.

**BHUBANESWAR OMBUDSMAN CENTRE**

**Complaint No-BHU-L-043-1516-0113 Death Claim**

**Sri Ajay Pradhan Vrs M/S. Sriram Life Insurance Co.Ltd.,**

**Award dated 01<sup>st</sup> December,2015**

**Facts:** The complainant's father (DLA) took the policy in question by paying a sum of Rs.4825/- to the OP on 31.07.2014. Unfortunately, he died on 19.08.2014. So the complainant lodged a death claim. But the OP without paying his full death claim amount refunded him the proposal amount of Rs.4825/- only. Under such contingency he approached this forum for Redressal. On the other hand, the OP filed SCN and pleaded that on submission of proposal on 31.07.2014 and payment of proposal amount of Rs.4825/-, it issued the aforesaid policy in the name of the DLA, commencing risk from 13.08.2014. The policy bond was dispatched on 14.08.2015 through RPAD which returned undelivered on 28.08.2014. Again it was dispatched through courier on 30.08.2014. As per the insurer, a contract of life insurance is presumed to be complete only upon reaching the policy document to the policy holder and after acknowledging the same by going through the policy terms and conditions. Then only it becomes a contract enforceable by law. Since the policyholder died before acknowledging the policy bond, the proposal was revoked and the proposal deposit amount was returned to the nominee/claimant.

I have elaborately gone through the documents placed before this forum. As in the case of any other contract, a contract of insurance is formed by a proposal followed by an acceptance. Section 2 (a) of the Indian Contract Act defines proposal. According to it, where one person signifies to another his willingness to do or to abstain from doing anything with a view to obtaining the assent of that other to such act or abstinence he is said to make a proposal. Further section 2 (b) says that a proposal is said to be accepted when the person to whom it is made signifies his assent thereto. When a proposal is accepted it becomes a promise. Every promise and every set of promises forming the consideration for each other is an agreement. Keeping in view this position of law, let us now switch over to the facts and circumstances of the present case so as to reach a definite conclusion on the controversy. Here in this case, the DLA submitted proposal on 31.07.2014 and paid the 1<sup>st</sup> premium of Rs.4825/- as apparent from the available documents. On the basis of the said proposal and the premium paid the OP issued the policy commencing from 13.08.2014. Receipt of 1<sup>st</sup> premium and issuance of policy signify the assent of OP to the proposal submitted by the DLA. Thus, the presumption is that there was a valid contract between the DLA and the insurer. After formation of the valid contract, the DLA died on 19.08.2014. Being bound by the contract the OP is liable to pay the death benefit under the policy to the nominee who is no other than the present complainant. It cannot escape liability on a fragile ground that the contract was then unconcluded. Since the insurer has paid Rs.4825/- only to the complainant, it shall pay the death benefit under the policy to him after deducting the amount already paid as early as possible. It should be kept in mind that the Sum Assured is Rs.50000/-.

**AWARD**

**Taking into account the facts & circumstances of the case and the submissions made by both the parties during the course of hearing, death benefit under the policy is hereby awarded to be paid by the Insurer to the nominee, towards full and final settlement of the claim.  
Hence, the complaint is treated as allowed.**

**BHUBANESWAR OMBUDSMAN CENTRE**

**Complaint No-BHU-L-029-1516-0133 Death Claim**

**Sri Gouri Shankar Sahoo Vrs M/S. LIC of India, Cuttack**

**Award dated 02<sup>nd</sup> December,2015**

**Facts:** The complainant's wife (DLA) took the policy from OP on 28.03.2001 for a sum assured of Rs. 30,000/. She revived her policy on 05.11.2010. Unfortunately she died on 11.02.2011. So the complainant lodged a death claim which was repudiated by OP on the ground of suppression of material fact by DLA regarding her health. Under such contingency he approached this Forum for Redressal. On the other hand, OP filed SCN stating that DLA was diagnosed as Heart Patient and was suffering from the same since 1996. But she suppressed this material fact and did not disclose the same in the DGH submitted at the time of revival. So the OP repudiated the death claim. However, the Zonal Office Claims Dispute Redressal Committee of the OP decided to give paid-up value on ex gratia basis after setting aside the revival.

After a careful scrutiny of the documents placed before this Forum it is seen that the DLA took the aforesaid policy for a sum assured of Rs. 30,000/- and the policy commenced on 28.03.2001. She submitted Personal Statement Regarding Health on 05.01.2010 for revival of the policy. In the said statement she declared her good health. But it clearly appears from treatment paper dated 10.03.1999 that she was suffering from Rheumatic Heart Disease and received treatment from Dr. J.P.Das. So it becomes crystal clear that the DLA suppressed her illness and did not disclose the same in her Personal Statement Regarding Health at the time of revival of the policy. In the result Clause-5 of the policy condition comes into play thereby making the policy void. All claims under the policy cease as per the said clause. This being so, the complainant's death claim does not sustain and the OP has rightly repudiated it. However, it is specifically pleaded by the OP in SCN that its Zonal Office Claims Dispute Redressal Committee has decided to give paid up value to the complainant on ex gratia basis. Hence the OP is hereby directed to pay the same to the complainant as early as possible.

**AWARD**

**Taking into account the facts & circumstances of the case and the submissions made by both the parties during the course of hearing, paid up value is hereby awarded to be paid by the Insurer to the nominee-complainant, towards full and final settlement of the claim.**

**Hence, the complaint is treated as allowed to the extent as indicated above.**

**BHUBANESWAR OMBUDSMAN CENTRE**

**Complaint No-BHU-L-014-1516-0212 Death Claim**

**Smt Ghanti Biswal Vrs M/S. Edel Weiss Tokio Life Insurance Co.Ltd.**

**Award dated 11<sup>th</sup> January,2016**

**Facts:** The son of the complainant, namely, Sri Pratap Kumar Biswal had taken a policy from the OP by paying an annual premium of Rs.10091/- for a sum assured of Rs.3.70 lakh. Unfortunately, he died of Malaria on 22/05/2013. Being the nominee, the Complainant lodged a death claim with the OP which rejected it for the reason that the death of the life assured occurred much before submission of proposal. Finding no other way, the complainant approached this Forum with her grievance. On the other hand, the OP filed SCN and pleaded that on the basis of proposal dated 28.02.2013 it issued the policy in question on 08.03.2013. Subsequently, on 13.10.2014 the insurer received death claim intimation to the effect that the Life Assured died of Malaria and Typhoid on 22.05.2013. As it was an early claim, an investigation was conducted. It came to light that the life assured had died of complicated Malaria with Hepatopathy on 21.05.2012 i.e. much before submission of proposal falsely and fraudulently. So the OP rejected the death claim.

On close scrutiny of BHT of SCB Medical College, Cuttack dated 19/05/2012 and treatment papers granted by Dr. D N Moharana, it is abundantly clear that the DLA consulted Dr. D N Moharana on 19/5/2012 and as per his advice, he (DLA) was admitted in the SCB Medical College, Cuttack on 19/05/2012 at 10.10 p.m. for complicated Malaria. The DLA was under treatment in the said hospital from 19/05/2012 till 21/05/2012 and was declared clinically dead at 4.30 a.m. on 21/05/2012. Interestingly, the complainant, at the time of registering a complaint in this forum has submitted a death certificate in which the date of death has been mentioned as 22/05/2013. This death certificate is issued by PHC, Birasal, but it is mentioned that as per original records of CHC, Birasal, the death has occurred on 22/05/2013. More so, the document does not contain round seal of the concerned Registrar of Births & Deaths. All these circumstances constrain me to draw an adverse inference as to the genuineness of the document. Since the life assured died much prior to submission of the so called proposal, there was absolutely no contract between him and the insurer. As such, the OP has rightly rejected the death claim . I find no infirmity in the action taken by it. The complainant is no way entitled to the death claim nor the OP is liable to pay the same.

**AWARD**

Taking into account the facts & circumstances of the case and the submissions made by the OP during the course of hearing, the complaint is treated as dismissed.

**BHUBANESWAR OMBUDSMAN CENTRE**

**Complaint No-BHU-L-009-1516-0214 Death Claim**

**Smt Pratima Sahoo Vrs M/S. Birla Sun Life Insurance Co.Ltd.,**

**Award dated 14<sup>th</sup> January,2016**

**Facts:** The husband of the complainant, namely, Lt Sri Prakash Chandra Sahoo had taken a policy from the OP on 30/11/2011 for a sum assured of Rs.4.50 lakh by paying an annual premium of Rs.12918.00. Due to heart attack, he expired on 23/02/2012. Being the nominee, the complainant lodged a death claim with the OP which rejected it on the ground that the life assured had died prior to submission of proposal. So she approached this forum with her grievance. On the other hand, the

OP filed SCN and pleaded that the life assured was a hardcore alcoholic and was suffering from chronic liver disease. He died on 14.04.2011. During life time he was a labourer and was a BPL card holder. Since his death his wife has been getting widow pension from the Govt. of Odisha. In spite of that, the policy was fraudulently obtained submitting signed proposal dated 31.12.2011 and attempt was made for a wrongful gain in the manner of death claim . Hence OP rejected the death claim.

On scrutiny of copy of the death certificate, it is found that the death had occurred on 23/02/2012 and death certificate was issued by CHC, Anlabereni. On the other hand, the Executive officer, Baisingha G.P in its reply dated 28/06/2014 to an application filed under the provisions of RTI Act has confirmed that Smt. Pratima Sahoo, w/o of Lt. Prakash ch Sahoo is receiving widow pension @Rs.200/- per month from April, 2011. In the said reply, it has been mentioned that the widow pension was granted as her husband expired on 14/04/2011. Also it is seen that the DLA was a BPL card holder having serial no. 242 under Baisingha G.P. In such circumstances a reasonable doubt as to the genuineness of the death certificate is cherished by this Forum. The most curious fact is that the insurance policy was issued on the basis of proposal submitted on 31.12.2011. I fail to understand how the said proposal came into being as the life assured died on 14.04.2011. Having regard to the peculiar facts and circumstances of the case this Forum finds no merit in the complainant's death claim. Since the life assured died before submission of proposal, there is no contractual obligation between the parties. As such, the complainant is not entitled to the death claim nor the OP is liable to pay her the same.

**AWARD**

Taking into account the facts & circumstances of the case and the submissions made by the Complainant during the course of the hearing, the complaint is treated as dismissed.

**BHUBANESWAR OMBUDSMAN CENTRE**

Complaint No-BHU-L-017-1516-0213 Death Claim

Smt Ghanti Biswal Vrs M/S. Future Generali Life Insurance Co.Ltd.,

Award dated 11<sup>th</sup> January,2016

**Facts:** The son of the complainant, namely, Sri Pratap Kumar Biswal had taken two policies from the OP by paying a half yearly premium of Rs. 5015/- and a quarterly premium of Rs. 5058/- for a total sum assured of Rs.6.17 lakh. Unfortunately, he died of Malaria on 22/05/2013. Being the nominee under the policies, the Complainant lodged death claim with the OP which rejected it on the ground that the death of the Life Assured occurred on 21.05.2012 i.e. much before submission of proposals. Being aggrieved, the complainant approached this forum for Redressal. On the other hand, the OP filed SCN and stated that on the basis of proposals of the same date 23.02.2013 it issued two policies as aforesaid. Subsequently, on 18.11.2014 the Insurer received death claim intimation that the life assured died on 22.05.2013. As it was an early claim, the matter was investigated into. It came to light that the Life Assured died of complicated Malaria on 21.05.2012 i.e. much before submission of proposals falsely and fraudulently. So the OP repudiated the death claim.

After a careful scrutiny of BHT of SCB Medical College, Cuttack dated 19/05/2012 and treatment papers granted by Dr. D N Moharana, it is abundantly clear that the DLA consulted with Dr. D N Moharana on 19/5/2012 and as per his advice, he (DLA) was admitted in the SCB Medical College, Cuttack on 19/05/2012 at 10.10 p.m. for complicated Malaria. The DLA was under treatment in the said hospital from 19/05/2012 till 21/05/2012 and was declared clinically dead at 4.30 a.m. on 21/05/2012. Interestingly, the complainant, at the time of registering a complaint in this forum has submitted a death certificate in which the date of death has been mentioned as 22/05/2013. This

death certificate is issued by PHC, Birasal, but it is mentioned that as per original records of CHC, Birasal, the death has occurred on 22/05/2013. More so, the document does not contain round seal of the concerned Registrar of Births & Deaths. All these circumstances constrain me to draw an adverse inference as to the genuineness of the document. Since the life assured died much prior to submission of the so called proposals, there was absolutely no insurance contract between him and the insurer. As such, the OP has rightly rejected the death claim . I find no infirmity in the action taken by it. The complainant is no way entitled to the death claim nor the OP is liable to pay him the same.

**AWARD**

Taking into account the facts & circumstances of the case and relevant documents submitted by both the parties and the submissions made by the OP during the course of hearing, the complaint does not have any merit and is dismissed.

Hence, the complaint is treated as not allowed.

**BHUBANESWAR OMBUDSMAN CENTRE**

Complaint No-BHU-L-029-1516-0235 Death Claim

Smt Gayatri Sahoo Vrs M/S. LIC of India, Bhubaneswar

Award dated 07<sup>th</sup> January,2016

**Facts:** In the year 2012, the complainant's husband, namely, Pradipta Kumar Sahoo took the aforesaid policy from OP for a SA of Rs.150000/-. Unfortunately, he died on 28.05.2013. Being the appointee of the nominee i.e. her minor son, the complainant lodged a death claim before the OP which arbitrarily repudiated the same. Finding no alternative, she approached this forum for Redressal. On the other hand, the OP filed SCN and pleaded that the DLA was suffering from chronic liver disease, cirrhosis of liver, sepsis etc. and received treatment as an indoor patient in different hospitals. In spite of that he suppressed this material fact and did not disclose the same in the proposal. So OP repudiated the death claim.

I have elaborately perused the documents placed before this Forum. The aforesaid policy was issued on the basis of proposal duly filled in and submitted by the life assured on 27.01.2012. It commenced on the same date for a SA of Rs.150000/-. Sri Rajesh Kumar Sahoo, the minor son of the life assured is the nominee and the present complainant being his mother is the appointee. Undisputably, the life assured died on 28.05.2013. Photocopies of the available medical papers reflect that the life assured received treatment as an indoor patient in Modern Health Care from 10.04.2013 to 15.04.2013, in Neelachal Hospital, Bhubaneswar from 15.04.2013 to 02.05.2013 and in SUM Hospital, Bhubaneswar from 19.05.2013 to 28.05.2013. His case was diagnosed as chronic liver disease. But to my utter surprise, record lacks any medical paper indicating that the life assured was suffering from the said disease prior to submission of proposal. In such a circumstance, it cannot be said that the DLA was aware about his disease before 27.01.2012 and deliberately suppressed it in the proposal. The most interesting fact is that the insurer repudiated the death claim on conjectures and surmises. It assumed that the disease must have occurred 10 years prior to the time of death of DLA. This is not proper and totally unacceptable. Since the life assured died of disease during continuance of policy and since because there is no definite material regarding his deliberate suppression of health condition, the OP is liable to pay the death claim to the appointee, as the nominee is a minor. It cannot escape liability on some fragile grounds. However, in the circumstances, no interest on the death claim is payable.

**AWARD**

Taking into account the facts & circumstances of the case and the submissions made by both the parties during the course of hearing, a sum of Rs.150000/-(Rupees one lakh fifty thousand only) is hereby awarded to be paid by the Insurer to the appointee, towards full and final settlement of the claim.

Hence, the complaint is treated as allowed accordingly.

**BHUBANESWAR OMBUDSMAN CENTRE**

Complaint No-BHU-L-029-1516-0287 Death Claim

Smt Jhilli Barad Vrs M/S. LIC of India, Bhubaneswar

Award dated 25<sup>th</sup> January,2016

**Facts:** The husband of the complainant, namely, Jaikrushna Barad had taken a life Insurance policy in the name of his minor son Sri Jitendra Barad from the OP in the month of March 2011. Unfortunately, he expired on April 2012 due to sudden illness. The complainant lodged a death claim before the OP which did not settle the claim. So she approached this forum with her grievance. On the other hand, the OP filed the SCN and submitted that the policy was taken in the name of minor son for basic sum assured of Rs.2 lakh, but no rider benefits such as Premium Waiver Benefit and Term insurance cover were taken in the name of Proposer. So no benefit was payable on the untimely death of the proposer.

On going through the the copies of proposal form and policy bond, it is clearly evident that the policy is in the name of minor life Sri Jitendra Barad.The proposer is his father Late Jayakrushna Barad. In the proposal form sl. no-15 (b) & (c), where there is a question to opt for two rider benefits, the answer is given "No". Accordingly the premium for basic sum assured of Rs.2 Lakh is charged by the OP. This is also reflected on the face of policy bond. From the above, it is clear that risk is covered on the life of minor not on the life of proposer. So the action of the OP in rejecting the claim cannot be questioned. It is just and proper and in accordance with the policy terms and conditions. Any sort of interference is uncalled for.

**AWARD**

Taking into account the facts & circumstances of the case and the submissions made by the insurer during the course of hearing, the complaint is treated as dismissed.

**BHUBANESWAR OMBUDSMAN CENTRE**

Complaint No-BHU-L-029-1516-0277 Death Claim

Smt Atuli Malla Vrs M/S. Birla Sun Life Insurance Co.Ltd.,

Award dated 29<sup>th</sup> January,2016

**Facts:** The husband of the complainant, namely, Netrananda Rout had taken a policy from the OP in April 2011 for a sum assured of Rs.102000/- with annual premium of Rs.6250/- for a term of 21 years. He suddenly expired on 03/08/2014. Being the nominee, the complainant lodged a death claim with the OP which rejected her claim citing the reason of suppression of material fact at the time of revival of the policy. So she approached this forum with her grievance. On the other hand, the OP filed SCN and pleaded that the policy lapsed with effect from April 2013 for non-payment of premium. It was revived on 01/05/2014 on the basis of " Certificate Of Insurability" signed by the DLA on 29/04/2014. And in this certificate the DLA did not disclose that he was suffering from Cancer in his tongue and was treated at different Hospitals. So for non disclosure of material information, the OP rejected the claim.

I have elaborately gone through the documents placed before this Forum. It is found that the DLA was diagnosed with Squamous Carcinoma on 27/06/2013 in Tata Memorial Centre, Mumbai. He had undergone treatment in the said Hospital. This material fact was not disclosed by the DLA at the time

of revival of policy on 01/05/2014. In the Certificate of Insurability the DLA answered negatively to the question no 15(f). Had the DLA disclosed his illness, the decision of the OP for reviving the policy could have been different. So in the opinion of this forum, the action of the OP in rejecting the death claim for non disclosure of material fact is just and proper and is in accordance with the terms and conditions of the relevant policy. Hence the claim of the complainant to get the death claim is without merit.

**AWARD**

Taking into account the facts & circumstances of the case and the submissions made by both the parties during the course of hearing, the complaint is treated as dismissed.

**BHUBANESWAR OMBUDSMAN CENTRE**

Complaint No-BHU-L-029-1516-0240 Death Claim

Smt Manasi Singh Vrs M/S. LIC of India, Cuttack

Award dated 06<sup>th</sup> January,2016

**Facts:** The husband of the complainant had taken a life insurance policy on 28/04/2010 from the OP for a sum assured of Rs.100000/- (One lakh). In this policy, the life assured was her minor son Sri Chandra Sekhar Singh and her husband late Sri Narendra Kumar Singh was Proposer. This policy was having premium waiver benefit and term rider benefit in case the proposer died before the date of vesting. In fact the Proposer expired on 13/09/2010 due to sudden illness. The complainant approached the OP for availing the death benefit as mentioned in the policy. But the OP rejected her claim due to suppression of material fact. Being aggrieved, she approached this forum to redress her grievance. On the other hand, the OP filed SCN and pleaded that the life proposer was not well before signing the proposal. He took treatment at Kalinga Hospital, Bhubaneswar on 29.04.2010. Subsequently he got admitted into the said hospital and died during the course of treatment on 13.09.2010. In spite of that he suppressed such of his health conditions and did not disclose the same correctly in the proposal. So OP rejected the claim of the complainant as per the policy conditions. On scrutiny of above papers it is found that the proposal was signed on 30/04/2010 and the deceased Proposer was unwell on 29/04/2010 for which he consulted doctor in the out-door of Kalinga Hospital, Bhubaneswar. But he did not reveal anything about his medical checkup undergone on 29/04/2010 in the relevant columns of the proposal form. The deceased life proposer was admitted in Kalinga Hospital on 03/05/2010 and discharged on 06/05/2010. The discharge summary of Kalinga Hospital dated 06/05/2010 clearly indicates that he was having swelling of both the legs since last one year and body swelling for last 7 days. Therefore it is quite apparent that he had suppressed his health problem in the proposal form. The OP, as per special provisions (a) and (b) of the policy bond, rejected the death benefits payable to the minor son. Since the action taken by the OP is in conformity with the relevant policy conditions there is no reason to interfere with the same. The complainant is not entitled to get the claim as per policy conditions.

**AWARD**

Taking into account the facts & circumstances of the case and the submissions made by both the parties during the course of hearing, the complaint is treated as dismissed.

**BHUBANESWAR OMBUDSMAN CENTRE**

**Complaint No-BHU-L-032-1516-0210 Death Claim**

**Sri Jugal Behera Vrs M/S. Max Life Insurance Co. Ltd.,**

**Award dated 06<sup>th</sup> January,2016**

**Facts:** The complainant's son had taken a life insurance policy from the OP on 14.03.2012 for a sum assured of Rs.50000/- ( Fifty thousand). Unfortunately, his son expired on 05/01/2014 due to sudden illness. Being the nominee, he lodged a death claim with the OP. The OP repudiated the claim showing the reason that the policy was in lapsed condition due to non-payment of subsequent premium. So the complainant approached this forum to redress his grievance. Despite notice the OP did not file Counter/SCN.

The OP in its letter dated 15/12/2015 informs this forum that it is ready to settle the death claim. There was delay in settlement as the OP was unable to contact the complainant. On going through all the available papers, it is noticed that the OP had collected the second renewal premium on 31/12/2013. So it is surprising to note that how the OP initially rejected the death claim on the ground that the policy was in lapsed condition due to non payment of renewal premium. However, as the OP in its letter dated 15/12/2015 agrees to settle the claim, this forum is of the opinion that there is no need to proceed further into the merits of the case. Since the complainant is entitled to get the death claim, the OP is hereby directed to pay the same without any further delay.

**AWARD**

Taking into account the facts & circumstances of the case and the submissions made by both the parties during the course of hearing, a sum of Rs.50000/- ( Fifty thousand) is hereby awarded to be paid by the Insurer to the nominee, towards full and final settlement of the claim. Hence, the complaint is treated as allowed.

**BHUBANESWAR OMBUDSMAN CENTRE**

**Complaint No-BHU-L-006-1516-0272 Death Claim**

**Smt Sanjukta Biswal Vrs M/S. Bajaj Allianz Life Insurance Co. Ltd.,**

**Award dated 02<sup>nd</sup> February, 2016**

**Facts:** In the month of March, 2013, the complainant's husband Dillip Kumar Biswal took a policy from the OP for a sum assured of Rs.1.50 lakh. He suddenly died on 13/02/2014 due to Cerebral Malaria. Being the nominee, the complainant lodged a death claim with the OP which rejected it on the ground that the Life Assured committed suicide within one year from commencement of risk. However, it refunded the premium amount to the complainant. Since the sum assured under the policy was not paid, she approached this forum with her grievance. On the other hand, the OP filed SCN and pleaded that the DLA committed suicide by consuming insecticide. So as per policy condition no-8, the OP rejected the death claim, but refunded the premium amount of Rs. 15,928/-

In this case, the treatment papers of VSS Medical College, Burla clearly mentions about treatment of Dillip Biswal on 10.02.2014 for organo-phosphorous poisoning. It is mentioned that the patient had allegedly taken insecticide on 09/02/2014 at 8 p.m. After treatment at local hospital, the DLA was

referred to VSS medical College on 10/02/2014 with serious condition and admitted at 12.35p.m on the same day. While undergoing treatment, he died on 13/02/2014 at 5.10p.m. and the body was handed over to the police on the same date for conducting post mortem. The FIR copy of the police dated 13/02/2014 also indicates this fact. The Inquest Report dated 14/02/2014 shows that due to mental pressure, the DLA committed suicide by taking insecticides. It may here be noted that the available papers point that the death of the Life Assured occurred as he consumed poisonous insecticides. This is nothing but a clear case of commission of suicide. Although the complainant emphasizes that the DLA died of Cerebral Malaria, she fails to produce any proof to that effect. She undertook to file relevant medical papers within a week, but she did not turn up. In such a circumstance clause-8 of the policy conditions comes into play. As per the said clause, where the Life Assured commits suicide within one year from the date of commencement of risk, the contract of insurance shall be void and premium paid under the policy shall be refunded. In the case in hand the risk commenced on 28.03.2013 and the Life Assured died on 13.02.2014 for commission of suicide. Obviously, the insurance contract under the policy becomes void. So the complainant is neither entitled to the death claim nor to any other relief whatsoever. The refund of premium is openly admitted.

**AWARD**

**Taking into account the facts & circumstances of the case and the submissions made by both the parties during the course of hearing, the complaint is treated as dismissed.**

**BHUBANESWAR OMBUDSMAN CENTRE**

Complaint No-BHU-L-017-1516-0264 Death Claim

Smt Bijaya Laxmi Pattnaik Vrs M/S. Future Generali Life Insurance Co. Ltd.,

Award dated 03<sup>rd</sup> February, 2016

**Facts:** The husband of the complainant, namely, Gopal Chandra Patnaik had taken a life Insurance policy from the OP in the month of April 2010 for a sum assured of Rs.85000/- (Eighty Five thousand only) by paying an annual premium of Rs.7979/- for a term of 15 years. Unfortunately, he expired on 29/05/2012. The complainant lodged a death claim before OP which did not respond even in spite of several correspondences from time to time. Finally, she approached this forum for Redressal. On the other hand, the OP filed SCN and pleaded that there was a deliberate attempt to understate the age of the DLA to defraud the Company. The medical certificate issued by the treating doctor clearly mentioned the age of the life assured as 66 years and the record of electoral department indicated it as 70 years while in the proposal it was mentioned as 57 years. Hence the OP rejected the death claim due to suppression of material fact.

On scrutiny of all the above documents, it is found that the date of birth mentioned in the proposal is supported by the School Certificate submitted along with the proposal. In fact, it is a standard proof of age. On that basis OP issued policy. Subsequently, the life assured died and there was a death claim. At the time of settlement of death claim the OP relies upon the age given in medical certificate and electoral paper. As a matter of fact these documents are not standard proofs of age. Actually the OP has failed to produce any standard document to substantiate its claim of understatement of age. Further, it has not challenged the genuineness of SLC which is the basis for accepting the proposal. Therefore, the submission of the OP that the DLA understated his age is not sustainable. Since the Life assured took the policy for a sum assured of Rs. 85,000/- and since because he died during

continuance of policy, the nominee i.e. the present complainant is entitled to get the death claim from the OP. Hence, the OP is liable to pay her the same as early as possible.

**AWARD**

Taking into account the facts & circumstances of the case, a sum of Rs.85000/- (Eighty Five thousand) is hereby awarded to be paid by the Insurer to the Insured, towards full and final settlement of the claim. Hence, the complaint is treated as allowed.

**BHUBANESWAR OMBUDSMAN CENTRE**

Complaint No-BHU-L-043-1516-0265 Death Claim

Sri Bhagaban Rout Vrs M/S. Sriram Life Insurance Co. Ltd.,

Award dated 01<sup>st</sup> February, 2016

**Facts:** In the month of December 2013, the son of the complainant, namely, Rajib Lochan Rout had taken a policy from the OP for a sum assured of Rs.6 lakh. He suffered from Cerebral Malaria and Jaundice and received treatment from 25.06.2014 to 30.06.2014 at Narasinghpur CHC. As his condition aggravated, the doctor referred him to SCB Medical College and Hospital, Cuttack. On 30.06.2014 he came to his house from the CHC and arranged money for medical treatment at Cuttack. In the meanwhile he died on the very same day. Being the nominee, the complainant lodged a death claim with the OP which rejected it on the ground that the life assured died before submission of proposal on 26.12.2013. Finding no alternative the complainant approached this Forum for Redressal. On the other hand, the OP filed SCN and pleaded that being an early claim the matter was investigated into. It came to light that the DLA while receiving treatment in Sub- Divisional Hospital, Athgarh, Cuttack died of Cardio Respiratory failure on 17.12.2013 at 5.08 AM i.e. prior to submission of proposal for the policy. Only to make some unlawful gain the proposal form of a dead person was filled causing the company to issue the present policy. So the OP rejected the death claim. According to it the complainant made a false claim with an ulterior motive.

Since there is a grave allegation of fraud, all the documents placed before this Forum are examined with utmost care and caution. It is the specific case of the complainant that the life assured suffered from Cerebral Malaria and Jaundice and received treatment at Narasinghpur CHC from 25.06.2014 to 30.06.2014. As his condition became aggravated, he was referred to SCB Medical College Hospital, Cuttack for treatment. So on 30.06.2014 he came to his house and arranged money. Unfortunately, he died on the very same day. But to my utter surprise no indoor paper showing his treatment from 25.06.2014 to 30.06.2014 at Narasinghpur CHC has been filed. Also there is no trace of Death Certificate. The complainant files the photocopy of an Outdoor Ticket granted in favour of Rajib Lochan Rout of aged 22 years. It does not contain endorsement regarding day to day progress of treatment. Only some medicines have been prescribed on 25.06.2014. The condition of the patient has been reflected on 30.06.2014 when the case has been referred to SCBMCH, Cuttack. This document is not found to be in consonance with the averments of the complaint. The photocopy of Bed Head Ticket filed from the side of OP is found to have been issued by the Sub Divisional Hospital, Athgargh. It clearly reflects that the Life Assured got admitted into the said hospital on 16.12.2013 and he was diagnosed with Acute Lymphoblastic Leukemia (ALL). The endorsement dated 17.12.2013 at 5.08 AM indicates that "patient is lying unconscious. No cardiac response. B.P. and pulse not recordable. Declared dead clinically". Thus, it is crystal clear that as per the said document the Life Assured died on 17.12.2013. But the most curious fact is that the filled proposal in the name of deceased Life Assured has been submitted on 26.12.2013 i.e. about 9 days after his death. The entire

situation renders the policy void ab-initio. This being so, the complainant is not entitled to the death claim under the present policy nor to any other relief whatsoever. Also the OP is not liable to pay the death claim.

**BHUBANESWAR OMBUDSMAN CENTRE**

Complaint No-BHU-L-006-1516-0273 Death Claim

Mrs. Rama Saunta Vrs M/S. Bajaj Allianz Life Insurance Co. Ltd.,

Award dated 02<sup>nd</sup> February, 2016

**Facts:** On 29<sup>th</sup> June 2011, the husband of the complainant, namely, Baipari Saunta had taken a policy from the OP for a sum assured of Rs.2.50 lakh.-He suddenly expired on 25/05/2013 due to stomach pain. Being the nominee, the complainant lodged a death claim with the OP which rejected it. So she approached this forum with her grievance. On the other hand, the OP filed SCN and submitted that the policy was in lapsed status as on the date of death of the DLA. Fraud was committed by paying 2<sup>nd</sup> renewal premium after date of death of DLA alongwith false Declaration of Good Health. So as per clause 2(ii) of the policy conditions, the OP rejected the claim.

On going through the documents available in the file, it is found that the policy commenced on 28.06.2011 and the annual premium was Rs. 25,404.53. The second annual premium was due on 28.06.2012. As the DLA did not pay the renewal premium and died on 25.05.2013, the policy lapsed. After death of the DLA a sum of Rs. 27,900/- was paid to the OP on 01.06.2013 alongwith a DGH for revival of the policy. In fact the Life Assured was dead by the time of revival of the said policy. Since the policy was in lapsed status by the time of death of the Life Assured, as per Clause-2(ii) no benefit under the lapsed policy is payable. Hence the complainant is not entitled to the death claim and the OP has rightly rejected it. However, it is apparent from the connected receipt dated 01.06.2013 that a sum of Rs. 27,900/- has been paid to the OP for revival. Since the DLA was dead by then, the OP is very much liable to refund back the said amount to the complainant as early as possible.

**AWARD**

**Taking into account the facts & circumstances of the case and the submissions made by both the parties during the course of hearing, a sum of Rs. 27,900/- is hereby awarded to be paid by the Insurer to the complainant towards full and final settlement of the claim. Hence the complaint is treated as allowed to the extent as indicated above. .**

**BHUBANESWAR OMBUDSMAN CENTRE**

**Complaint No-BHU-L-025-1516-0282 Death Claim**

**Mrs. Ghanti Biswal Vrs M/S. Exide Life Insurance Co. Ltd.,**

**Award dated 08<sup>th</sup> February, 2016**

**Facts:** The son of the complainant, namely, Sri Pratap Kumar Biswal had taken two policies from the OP for a total sum assured of Rs. 6,62,300/- Unfortunately, he died of Malaria on 22/05/2013. Being the nominee, the Complainant lodged a death claim with the OP which rejected it for the reason that the death of the life assured occurred much before submission of proposal. Finding no other way, the complainant approached this Forum with her grievance. On the other hand, the OP filed SCN and pleaded that on the basis of proposals dated 26.02.2013 and 26/03/2013 it issued the policies in question. Subsequently, on 17.05.2015 the insurer received death claim intimation to the effect that the Life Assured died of Malaria and Typhoid on 22.05.2013. As it was an early claim, an investigation was conducted. It came to light that the life assured had died on 21.05.2012 i.e. much before submission of proposals falsely and fraudulently. So the OP rejected the death claim.

On a close scrutiny of Bed Head Ticket of SCB Medical College, Cuttack dated 19/05/2012 and treatment papers granted by Dr. D N Moharana, it is abundantly clear that the DLA consulted Dr. D N Moharana on 19/5/2012 and as per his advice, he (DLA) was admitted in the SCB Medical College, Cuttack on 19/05/2012 at 10.10 p.m. for complicated Malaria. The DLA was under treatment in the said Hospital from 19/05/2012 to 21/05/2012 and was declared clinically dead at 4.30 a.m. on 21/05/2012. Interestingly, the complainant, at the time of registering a complaint in this forum has submitted a death certificate in which the date of death has been mentioned as 22/05/2013. This death certificate is issued by PHC, Birasal, but it is mentioned that as per original records of CHC, Birasal, the death has occurred on 22/05/2013. More so, the document does not contain round seal of the concerned Registrar of Births & Deaths. All these circumstances constrain me to draw an adverse inference as to the genuineness of the document. Since the life assured died much prior to submission of the so called proposals, there was absolutely no contract between him and the insurer. As such, the OP has rightly rejected the death claim. I find no infirmity in the action taken by it. The complainant is no way entitled to the death claim nor to any other relief whatsoever. Also the OP is no way liable to pay the death claim to the complainant.

**AWARD**

**Taking into account the facts & circumstances of the case and the submissions made by the OP during the course of hearing, the complaint is treated as dismissed.**

**BHUBANESWAR OMBUDSMAN CENTRE**

**Complaint No-BHU-L-029-1516-0281 Death Claim**

**Mrs. Debaki Dhal Vrs M/S. LIC of India, Cuttack**

**Award dated 26<sup>th</sup> February, 2016**

**Facts:** The husband of the complainant Late Damodar Dhal had taken a life Insurance policy from the OP in the month of May 2010 for a sum assured of Rs.62500/- (Sixty two thousand and five hundred only) by paying an annual premium of Rs.3002/- for a term of 15 years. Unfortunately, he expired on 17.09.2012 due to sudden illness. Being the nominee, she lodged a death claim with the OP. But the OP rejected her claim citing the reason of non disclosure of previous illness at the time of revival of the policy on 14.09.2012. So she approached this forum with her grievance. On the other hand, the OP filed SCN and pleaded that there was a deliberate attempt by the policy holder to withhold the illness suffered prior to the date of revival of the policy. The policy was revived on 14/09/2012 and the life assured was under treatment for malaria from 13/08/2012 onwards. The medical certificate issued by the treating doctor clearly indicated that the policy holder was under treatment for malaria. But it was not disclosed at the time of revival. Hence the OP rejected the death claim due to suppression of material fact regarding health.

On scrutiny of the available papers it is seen that the policy was revived on 14/09/2012 and the DLA expired on 17/09/2012. The OP has rejected the claim on the basis of non disclosure of treatment taken for malaria by the DLA on 13/08/2012 in the DGH submitted on 14/09/2012 at the time of revival of the policy. But the OP has failed to produce a copy of the said DGH. The OP's representative declares that the relevant DGH is misplaced. In the absence of this vital document, which is the sole basis for rejection of the death claim, the action of the OP cannot be treated as fair and just. Hence, the OP is hereby directed to settle the death claim of the complainant and pay her the sum assured of Rs.62,500/- as early as possible.

**AWARD**

Taking into account the facts & circumstances of the case, and submissions made by both the parties during the course of hearing, a sum of Rs.62500/- (Sixty two thousand and five hundred only) is hereby awarded to be paid by the Insurer to the Insured, towards full and final settlement of the claim. Hence, the complaint is treated as allowed.

Hence, the complaint is treated as allowed.

**BHUBANESWAR OMBUDSMAN CENTRE**

**Complaint No-BHU-L-029-1516-0306 Death Claim**

**Mr. Sandeep Kumar Prusty Vrs M/S. LIC of India, Cuttack**

**Award dated 02nd March, 2016**

The brother of the complainant Late Sri Aditya Kumar Prusty had taken a life Insurance policy from the OP in the year 2009 for a sum assured of Rs.300000/- ( Three Lakh only) for a term of 21 years. Unfortunately, he expired on 18.02.2012 due to some illness. Being the nominee, the Complainant lodged a death claim with the OP which rejected his claim citing the reason of non disclosure of previous illness at the time of revival of the policy on 14.12.2010. So he approached this forum with his grievance. On the other hand, the OP filed SCN and pleaded that there was a deliberate attempt by the policy holder to withhold the illness suffered prior to the date of revival of the policy. The

policy was revived on 14/12/2010 and the life assured was under treatment for Hodgkin's Lymphoma since 11/04/2010. As per copy of cash receipts dated 19/04/2010 to 25/04/2010 and copy of discharge cash receipts dated 01/05/2010, the DLA had undergone treatment for this disease in CMC, Vellore. Also the DLA had undergone treatment for the same disease at Hemalata Hospital, Bhubaneswar on different dates of October to December 2010. This information was not disclosed in DGH at the time of revival on 14/12/2010. Hence the OP rejected the death claim due to suppression of material fact. On scrutiny of the available papers in the file, it is found that the policy was revived on 14/12/2010 and the DLA expired on 18/02/2011. The certificate dated 22.10.2010 of Dr. Biju George, Professor, Dept. of Haematology, Christian Medical College, Vellore reflects that the DLA was diagnosed to have refractory Hodgkin's Lymphoma, a type of Blood Cancer. The treatment papers and the bills indicate that he was hospitalized there in Aril'2010. This fact is also openly admitted by the complainant himself before this Forum. In spite of that the DLA did not disclose the disease in the DGH submitted by him on 14.12.2010 at the time of revival of the policy. Rather it is seen that he had deliberately negated all questions relating to his health and declared that he was then in sound health. This is nothing but a clear suppression of material fact. In the result Clause-5 of the policy conditions very well comes into play. As per the said clause, incase it is found that any untrue or incorrect statement is contained in the proposal, personal statement, declaration or any material information is withheld, the policy shall be void and all claims to any benefit under it shall cease and determine. Here in this case the DGH is found to be untrue or incorrect. As such, the policy becomes void and the death claim raised by the complainant under it is not tenable at all.

**AWARD**

Taking into account the facts & circumstances of the case, and submissions made by both the parties during the course of hearing, the complaint is treated as dismissed.

**BHUBANESWAR OMBUDSMAN CENTRE**

Complaint No-BHU-L-041-1516-0309 Death claim

Mr. Gollap Mallik Vrs M/S. SBI Life Insurance Co.Ltd.,

Award dated 04<sup>th</sup> March, 2016

The mother of the complainant Late Smt. Bella Mallik had taken a life Insurance policy from the OP in the year 2011 for a sum assured of Rs.120000/- ( One Lakh Twenty thousand only) for a term of 15 years. Unfortunately, she expired on 15/01/2014. Being the nominee, the complainant lodged a death claim with the OP which rejected it citing the reason of non disclosure of correct age at the time of taking the policy. So he approached this forum with his grievance for redressal. On the other hand, the OP filed SCN and pleaded that there was a deliberate attempt by the policy holder to suppress her age at the time of taking the policy. The proposal was signed on 23/02/2011 and the date of birth of the life assured was declared as 20.01.1962 on the basis of Sarapanch Certificate. As the claim was an early claim, OP conducted an enquiry. At the time of enquiry, it came to light that the age of the life assured was around 70 years. The voter list of 2015 clearly reflected that the age of the DLA was 74 years. There was an understatement of age. So OP rejected the claim as per policy condition 1(a). On scrutiny of the available papers in the file, it is found that the policy was issued on the basis of proposal signed on 23/02/2011. In the proposal the date of birth has been mentioned as 20/01/1962 on the basis of Sarapanch Certificate. On a bare calculation, the then age of the Life Assured comes to 49 years. But the voter list of 2015 indicates her age as 74 years. Clearly, there is an understatement of almost 21 years in the age. It is well known that in the absence of correct age a Life Insurance

Company cannot assess the correct mortality rate nor can charge accurate premium. Again in certain cases, as in the present one, there are some restrictions in the maximum age of entry. However, Clause-1 of the policy conditions deals with the age factor. As per Clause 1 (a), if the admitted age of the Life Assured is found to be incorrect, the correct age being such that it would have rendered the Life Assured ineligible for any of the benefits under the policy, the policy shall stand cancelled from inception and the company will refund without interest the premium paid. Here in this case it is quite apparent from the photocopy of the policy and proposal that the Life Assured selected Option-II for a term of 15 years. As per the money back plan brochure (annexure-E) the maximum age at entry for the said option is 55 years. Having regard to the peculiar facts and circumstances of the case, the policy as per clause-1(a) stands cancelled from the inception. The Complainant openly admits to have received the premium amount from the Insured. I do not find any infirmity in the action taken by the OP. The Death Claim raised by the complainant is not tenable at all.

**AWARD**

Taking into account the facts & circumstances of the case, and submissions made by the complainant during the course of hearing, the complaint is treated as dismissed.

**BHUBANESWAR OMBUDSMAN CENTRE**

Complaint No-BHU-L-025-1516-0333 Death Claim

Mrs. Pramila Patra Vrs M/S. Exide Life Insurance Co.Ltd.,

Award dated 30<sup>th</sup> March, 2016

The husband of the complainant Late Naba Kishore Patra had taken a life Insurance policy from the OP in the Year 2006. Unfortunately, he died on 19.04.2007 due to sudden illness. The complainant, being the wife of the DLA , lodged a death claim before the OP which rejected her claim due to suppression of material fact regarding health at the time of taking the policy. Being aggrieved, she approached this Forum for redressal. On the other hand, the OP filed SCN and pleaded that the DLA was suffering from Epilepsy prior to taking the policy. This information regarding health was not declared by the DLA at the time of taking the policy. So the OP rejected the death claim.

On going through the copies of proposal form and policy bond, it is seen that in the proposal form in sl. no-11 & 13 of Personal Medical Details, the DLA had answered " NO". The proposal was signed on 16/12/2006 and the DLA died on 19/04/2007 i.e. just after 4 months. From the Death Summary of Kalinga Hospital, Bhubaneswar, it is found that the DLA was a known case of Epilepsy and had discontinued medicine for last 6 months. So it is quite apparent that the DLA was suffering from Epilepsy prior to submission of proposal. He suppressed his health condition and did not disclose it in the signed proposal. Obviously, clause 6 of the policy conditions comes into play. As per the said clause, if any material information is found to be withheld, then the policy shall become void abinitio and the company shall cease to be liable for any benefits under the policy. That being so, the complainant is not entitled to the death claim nor to any other relief whatsoever. Also there arises no liability of the insurer.

**AWARD**

Taking into account the facts & circumstances of the case and the submissions made by both the parties during the course of hearing, the complaint is treated as dismissed.

**BHUBANESWAR OMBUDSMAN CENTRE**

**Complaint No-BHU-L-029-1516-0337 Death Claim**

**Mrs. Sabitri Sahoo Vrs M/S. LIC of India, Cuttack**

**Award dated 23<sup>rd</sup> March, 2016**

The husband of the complainant, namely, Kailash Sahoo had taken a life Insurance policy from OP on 28.01.2012. Unfortunately, he died on 06.05.2012 due to head reeling. The complainant, being the nominee, lodged a death claim before OP which rejected it for suppression of material fact regarding her husband's health at the time of taking the policy. Being aggrieved, she approached this Forum for Redressal. On the other hand, the OP filled SCN and pleaded that the DLA was suffering from Malignant Hyper Tension and suffered from convulsion 6 month prior to taking the policy. This information regarding health was not declared by the DLA at the time of taking the policy. So the OP rejected the death claim.

On going through the copies of proposal form and policy bond, it is clearly found that in the proposal form sl. no-11 (i) to (x) except (ix), the DLA had answered negatively to all questions relating to health. The proposal was signed on 31/01/2012 and the DLA died on 06/05/2012 i.e. just after 3 months 5 days. From the BHT of SCB Medical College & Hospital, Cuttack, it is seen that the DLA was admitted on 03/05/2012 and expired on 06/05/2012. Further the BHT clearly reflects that the DLA was having past history of Hyper tension and had convulsion 6 months back. Therefore, it is a case of suppression of material information on the part of the DLA at the time of taking the policy. Obviously, clause 06 of the policy conditions comes into play. As per the said clause if it is found that any material information is withheld, then subject to the provisions of Sec.45 of the Insurance Act the policy shall be void and all claims to any benefit under the policy shall cease and determine. In the result, the present policy becomes void for suppression of material fact regarding health of the DLA. The complainant is not entitled to the death claim nor to any other relief whatsoever. As such, the action of the OP in rejecting the death claim cannot be questioned.

**AWARD**

Taking into account the facts & circumstances of the case and the submissions made by both the parties during the course of hearing, the complaint is treated as dismissed.

**Office of Insurance Ombudsman, Patna**

**OMBUDSMAN : Sri Sadasiv Mishra**

**Death Cases**

**1.CASE OF (Name of Complainant) Mr. Ram Narayan Yadav V/S S B I Life Ins. Co. Ltd.**

**Complain no-KOL-L-041-1314-1032 Dt. of Hearing-24.11.2015**

**Nature of complaint- Repudiation of death Claim due to submission of fake age proof**

**Award in f/o complainant**

**Result of Hearing**

It is common knowledge that manipulated SLC (School Leaving Certificate) is widely available. A cursory glance at such certificate makes it obvious that such SLC is not a genuine one. The respondent insurance company chose to accept such a commonly known widely available manipulated document as the age proof for accepting the proposal and issuing the policy. It is surprising that after having acknowledged such a document for accepting the proposal the respondent insurance company

repudiates the claim on the basis of such manipulated document .This obviously would not be acceptable at any level as it is tantamount to double standard, one for the acceptance of the proposal and another for the acceptance of the claim.

Therefore, it would not be unfair to give the benefit of doubt to the Deceased Life Assured/Claimant. The plea of the insurance company of violation of section 45 of Insurance Act 1938 would not benefit the respondent insurance company as they have knowingly and willingly accepted a document which is on the face of it could be seen to be a manipulated one.

Moreover, the argument that the proposer manipulated age to get the benefit of a particular policy is also far-fetched since such knowledge is available to people within the respondent company only and not with the general public. The respondent insurance company therefore, through its agent has obviously contributed to the manipulation and therefore, the respondent insurance company has no right to any plea on this count to its defence.

**AWARD**

Taking into account the facts & circumstances of the case and the submissions made by both the parties during hearing the Insurance Company is directed to settle the death claim under both the policies. Hence, the complaint is treated as Allowed.

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**2. CASE OF (Name of Complainant) Mr. Rajeev Kumar V/S SBI Life Ins. Co. Ltd.**

**Complain no-KOL-L-041-1314-1335 Dt. of Hearing-24.11.2015**

**Nature of complaint- Repudiation of Death Claim due to suppression of pre existing disease**

**Award in f/o Insurance Company**

**Result of Hearing**

From the documents available in the file and deposition made during the course of hearing it is clearly established that there has been suppression of information pertaining to pre-existing health condition. The DLA had suffered from liver cirrhosis and had been under treatment prior to the proposal for insurance. This amounts to suppression of material information which otherwise would have influenced underwriting decision of the insurer. This is a clear violation of policy terms and conditions (13-6-3:section 45 of insurance act 1938).

**AWARD**

Taking into account the facts & circumstances of the case and the submissions made by both the parties during hearing the complaint the decision of the respondent insurer is found to be in order. Hence, the complaint is treated as Dismissed.

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**3. CASE OF (Name of Complainant) Mrs. Nibha Sinha V/S SBI Life Ins. Co. Ltd.**

**Nature of complaint- Repudiation of Death Claim**

**Complain no-KOL-L-041-1314-1161 Dt. of Hearing-24.11.2015**

**Award in f/o Insurance Company**

**Result of Hearing**

The complainant during the course of hearing informed that she has already approached the DCF for redress of the same grievance and therefore this forum will no more be able to deal with this grievance .

**AWARD**

Taking into account the facts & circumstances of the case and the submissions made by both the parties during hearing the complaint is closed. Hence, the complaint is treated as Dismissed.

\*\*\*\*\*

**4. CASE OF (Name of Complainant) Mr. Ramesh Saluja V/S Reliance Life Ins. Co. Ltd.**

**Nature of complaint- Non-settlement of death claim**

**Complain no-KOL-L-036-1415-0561 Dt. of Hearing-24.11.2015**

**Award in f/o complainant**

**Result of Hearing**

The life assured being the wife of the brother of the complainant took a policy on her own life by paying Rs 40990/- in cash as premium on 15.05.2012. The very next day she died suddenly The complainant visited the concerned Insurance office several times; requested for settlement of the claim but neither the claim got settled nor any reply was given by the Insurance Company

From the documents submitted & the depositions made during the Hearing it is seen that against the complaint despite information given to the Insurance Company they have not filed neither the SCN nor appear personally for Hearing. This leads to my belief that the OP doesn't have much in their defence. However, since the premium has been paid in cash in the branch office of the Insurance Company & death is established (as per the hospital's certificate) after the payment of premium the Insurance Company's liability is clearly established & they should settle the death claim without further delay. Hence it is ordered.

**AWARD**

Taking into account the facts & circumstances of the case and the submissions made by both the parties during hearing , the Respondent insurance company is hereby directed to settle the death claim under the policy. Hence, the complaint is treated as Allowed.

\*\*\*\*\*

**5. CASE OF (Name of Complainant) Mr. Rabiul Hassan V/S Bajaj Allianz Life Ins. Co. Ltd.**

**COMPLAINT NO: KOL-L-006-1314-0637 Dt. of Hearing-24.11.2015**

**Nature of complaint- Repudiation of death claim due to submission of fake age proof**

**Award in f/o complainant**

**Result of Hearing**

From the documents submitted & the depositions made during the Hearing it is established that the School Leaving Certificate was accepted as the proof of age . The copy presented to this Forum is not at all legible, neither the name of school nor the student's name is legible enough. One wonders how such a document was accepted as proof of age of the life assured. It is quite surprising that the same illegible document is now being questioned about its authenticity and the claim is declined on the ground that the document was not issued by the concerned school. The claim of the Insurance Company that the age gap between the father & the son on the basis of Voter Identity Card of nominee is inconsequential. Voter Identity Card cannot be an authentic proof of age. The age of the son on the basis of matriculation certificate of BSEB rather is more indicative of the age of the father as nearer that of the age as per the school leaving certificate.

Hence it is ordered.

**AWARD**

Taking into account the facts & circumstances of the case and the submissions and depositions made by both the parties during hearing the company is hereby directed to settle the death claim under the policy without further delay. Hence, the complaint is treated as Allowed.

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**6. CASE OF (Name of Complainant) Mr. Kedar Prasad V/S Bajaj Allianz Life Ins. Co. Ltd.**

**COMPLAINT NO: KOL-L-006-1314-1237 Dt. of Hearing-24.11.2015**

**Nature of complaint- Repudiation of death claim**

**Award in f/o complainant**

**Result of Hearing**

The complainant stated that he hasn't have any knowledge of submission of such alleged fake age proof as the Sales Manager of the respondent company himself took the signatures on the documents after he himself completed them. They hadn't had any bad intention while taking the policy. The Company rejected the claim made by the complainant on the ground of submission of forged Age Proof at the time of proposal as the details over there were different from that on voter ID. At the stage of the proposal the SLC was submitted as the Age Proof which was established to be a fake document, that according to the respondent Company indicates the intention of the deceased Life Assured to avail life insurance on the basis of fake document which tantamount to fraud perpetuated against the Company; thereby making the contract of insurance null & void.

It is common knowledge that manipulated school leaving certificate is being used as Age Proof while proposing for insurance. Despite this common knowledge the acceptance of an insurance proposal & issuance of a policy on the basis of such document is definitely deliberate by the Respondent Insurance Company. It is surprising that while the policy document is issued on the basis of a manipulated document which is common knowledge, the same document is brought into question for repudiation of the claim. This amounts to double standard by the Insurance Company.

Moreover, the Voter ID is not an authentic proof of age. There has been numerous instances where the age in the Voter ID is grossly misstated. Under the circumstances, the benefit of doubt would go in favour of the deceased Life Assured/ Complainant.

**AWARD**

Taking into account the facts & circumstances of the case and the submissions made by both the parties during hearing the respondent insurer is hereby directed to settle the death claim without further delay. Hence, the complaint is treated as Allowed.

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**7. CASE OF (Name of Complainant) Mr. Kamlesh Ray V/S Bajaj Allianz Life Ins. Co. Ltd.**

**COMPLAINT REF: NO: 320-21-009-L-05-1314 Dt. of Hearing-24.11.2015**

**Nature of complaint- Repudiation of death claim on the alleged ground of understatement of age**

**Award in f/o complainant**

**Result of Hearing**

The claim was rejected by the respondent insurer on the plea of submission of alleged fake age proof at the time of proposing for the policy. The complainant claimed that the age of his father mentioned in the voter list of 2005 against sr. No. 170 as 39 is correct but it is 67 as per the voter list of 2011 against sr. No. 405 which has been taken into account by the Insurance Company in repudiating the claim. The company relied on the ID proof verified from Panchayat Samiti Secretary and also on the voter list of 2011 according to which he was of 67 years of age. As this was a material misrepresentation /non-disclosure/suppression of facts , the company repudiated the claim.

The respondent insurance company did not attend the Hearing. The complainant deposed during the Hearing that from the voter list of 2005 as well as the voter I card it is clearly established that the DLA was of 48 years of age at the time of death.

The whole issue rested on two voter lists of two different years which contradicted each other when it came to establish the age of the deceased life assured .The stand of the insurance company that the

Voter list of 2011 provides the age of the deceased as 67 years cannot be accepted absolutely. Since there is contradiction in two voter lists about the age of the deceased the voter ID produced by the deceased at the time of inception of the policy, should be accepted as the benefit of doubt would go in favour of the DLA in absence of any other authentic acceptable independent proof of age submitted to this forum.

#### **AWARD**

Taking into account the facts & circumstances of the case and the submissions made by both the parties and depositions during hearing, the Insurance company is hereby directed to settle the death claim under the policy at the earliest .Hence, the complaint is treated as Allowed.

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**8. CASE OF (Name of Complainant) Mr. Jagmohan Dubey V/S Bajaj Allianz Life Ins. Co. Ltd.**

**COMPLAINT NO: KOL-L-006-1314-1073 Dt. of Hearing-24.11.2015**

**Nature of complaint- Repudiation of death claim on the ground of submission of fake proof of age at the time of availing the policy.**

**Award in f/o complainant**

#### **Result of Hearing**

From the documents available in the file & depositions made during the Hearing it is observed that the claim is rejected by the respondent company as they have found the Proof of age ( School Leaving Certificate) to be a fake one. As per the policy condition they have repudiated the claim since a fake document has been used to obtain the policy. However the claimant in his deposition has categorically denied that his deceased wife ever went to a school and therefore the School Leaving Certificate is definitely not submitted by his deceased wife .

It is commonly known that a particular printed format is widely used as a school leaving certificate for Proof of age for insurance purposes. It is surprising that the Insurance Company accepted such a commonly known fraudulent document as an Age Proof. Having accepted the same it is more surprising that they are referring to the same document to repudiate the claim. Once it is in common knowledge, the insurance company can't feign ignorance while accepting the insurance & prefer to use the same document against the policy holder to repudiate the claim.

#### **AWARD**

Taking into account the facts & circumstances of the case and the submissions and depositions made by both the parties during the hearing the Insurance company is hereby directed to settle the death claim under the policy .Hence, the complaint is treated as Allowed.

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**9. CASE OF (Name of Complainant) Mrs. Nutan Kumari Chyoudhary V/S Bajaj Allianz Life Ins. Co. Ltd.**

**COMPLAINT NO: 263/24/009/L/05/1314 Dt. of Hearing-24.11.2015**

**Nature of complaint- Non settlement of Death Claim**

**Award- Complaint closed**

#### **Result of Hearing**

The claim is under dispute on the ground that the authenticity of death certificate is in question. The insurance company claims that the death certificate has been fraudulently obtained on a predeceased life. The Insurance Company have obtained during the claim investigation the Gram Panchayat Mukhiya's comments on the photo copy of the Death Certificate. But the complainant deposed during the Hearing that they have filed an appeal with the RTI Commissioner about the confirmation of the authenticity of the questioned Death Certificate.

Therefore it is pre-mature to interfere with the decision of the Respondent Insurance Company.

#### AWARD

The complainant is hereby directed to send the outcome of the appeal to the RTI Commissioner to the Respondent Insurance Company. The Respondent Insurance Company is also directed to re-examine the claim in the light of the outcome of the appeal (RTI Commissioner) and take an appropriate decision and categorically provide the reason of such decision to the claimant. The complaint is treated as closed.

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10. CASE OF (Name of Complainant) Mrs. Garva Devi V/S LIC of India Bhagalpur

COMPLAINT REF: NO: KOL-L-029-1314-1559 Dt. of hearing-25.11.2015

Nature of complaint- Non-settlement of death claim

Award in f/o insurance company

#### Result of Hearing

The respondent Insurance Company has produced a copy of the notice on the same subject of complaint from the District Consumer Court, Bhagalpur. Therefore, as per RPG Rules this dispute goes beyond the purview of this Forum

#### AWARD

Taking into account the facts & circumstances of the case and the submissions made by both the parties during hearing the complaint is closed. Hence, the complaint is treated as Dismissed and closed.

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11. CASE OF (Name of Complainant) Mr. Juber Ansari V/S LIC Bhagalpur

COMPLAINT REF: NO: KOL-L-029-1415-0826 Dt. of hearing-25.11.2015

Nature of complaint- Non-settlement of death claim for want of Age Proof and an affidavit from nominee as per the form no.3790 that the life assured died without any treatment and did not suffer any ailment before death.

Award in f/o Complainant

#### Result of Hearing

The complainant re-iterated during the hearing that the DLA suddenly died and did not suffer from any disease prior to his death or prior to his taking the insurance policy . He assured that he would submit an affidavit to this effect to the Insurance Company.

The respondent Insurance Company also agreed to settle the claim on receipt of the Age Proof and the affidavit regarding the good health of the deceased life assured.

#### AWARD

Taking into account the facts and circumstances of the case and the submissions made by both the parties during hearing the Insurance Company is directed to settle the claim immediately on receipt of the Age Proof and an Affidavit regarding Good Health (of the deceased life assured) from the complainant. Hence, the complaint is treated as Allowed.

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12. CASE OF (Name of Complainant) Mrs. Geeta Devi V/S LIC of India Muzaffarpur

COMPLAINT REF: NO: KOL-L-029-1415-0848 Dt. of hearing-25.11.2015

Nature of complaint- Repudiation of death Claim on the alleged ground of suppression of pre-existing disease.

Award –in f/o insurance company

#### Result of Hearing

From the documents available in the file & depositions made during the Hearing it is but obvious that the deceased life assured suffered from tuberculosis and was under treatment for the same. The policy has been availed during the course of treatment just one month prior to the death. The health condition has not been revealed in the proposal form as the relevant questions in the proposal form

has been answered in negative. The repudiation of the claim is justified and there is no need to interfere with the decision of the respondent Insurance Company.

**AWARD**

Taking into account the facts & circumstances of the case and the submissions made by both the parties during hearing the complaint has no merit. Hence, the complaint is treated as Dismissed.

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**13. CASE OF (Name of Complainant) Mr. Rakesh Kr. Srivastava V/S LIC of India, Muzaffarpur**

**COMPLAINT REF: NO: KOL-L-029-1415-1296 Dt. of hearing-25.11.2015**

**Nature of complaint- Repudiation of death Claim on the alleged ground of submission of fake age proof while availing the policy.**

**Award –in f/o complainant**

**Result of Hearing**

From the documents available in the file and depositions made during the hearing it is but obvious that the deceased life assured purchased the policy submitting the fake school leaving certificate as age proof. The policy has been fraudulently obtained as the concerned school has categorically denied having issued any such certificate to the LA. Therefore, the proof of age, as the basis of the proposal is not genuine. However, the complainant's plea that the voter ID be accepted as the age proof cannot be summarily be dismissed just because many a time, the voter ID is found to record information wrongly. Since, the respondent insurer has not produced any other document to contradict the age recorded in the voter ID the forum is inclined to accept the Voter ID as the correct statement of age and re-examine the claim. Moreover, it is a common knowledge that fake SLC of different schools are freely being used while putting up proposal for insurance as a document of age proof. The insurers, despite this common knowledge are repeatedly accepting such document while underwriting the risk but denying the claim using the same document as a fraudulent age proof. The principle of utmost good faith cannot be a defence once a document, prima facie, appears to be fake and such repeated wide scale use of such documents should be discouraged to avoid controversies at the time of claim. Under the circumstance, the claim cannot be repudiated.

**AWARD**

Taking into account the facts & circumstances of the case and the submissions made by both the parties during hearing the insurer is directed to re-examine the claim in the light of mentioned facts & settle the same without further delay. Hence, the complaint is treated as allowed.

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**14. CASE OF (Name of Complainant) Mr. Kumar Mithilesh V/S LIC of India Muzaffarpur**

**COMPLAINT REF: NO: KOL-L-029-1415-0270 Dt. of hearing-25.11.2015**

**Nature of complaint- Repudiation of death Claim**

**Award –in f/o complainant**

**Result of Hearing**

The deceased life assured took five policies on her own life in the year 2009, 2010 & 2011 with nomination in favour of Mr. Kumar Mithilesh, a grandchild through marriage to her late husband. The claim was repudiated by the respondent insurance company on the ground of suppression of material facts regarding her age at the time of proposing for insurance. The age of life assured is different in different policies varying from 40 to 42 years whereas nominee's age (relationship-grandson) is 20 years which is biologically impossible.

During the course of Hearing the claimant and complainant clarified that his father's step grandmother's daughter was a child widow and she had nominated the grandchild of her step brother under all the policies. Since there is no biological relation between the nominee and the deceased life assured, the difference between the age of the deceased ( grand aunt ) and the nominee appears to be much less. As the life assured was near about the nominee's father's age, it seems that the

defendant Insurance Company has not understood the relationship appropriately and found the age difference as biologically impossible. Since it had been appropriately explained to the satisfaction of this forum the only ground of repudiation is negated.

**AWARD**

Taking into account the facts and circumstances of the case and the submissions made by both the parties during the hearing the Insurance Company is ordered to settle the death claim under all the policies. Hence, the complaint is treated as Allowed.

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15. CASE OF (Name of Complainant) Mr. Jyoti Kr. Pandey V/S LIC of India ,Patna

COMPLAINT REF: NO: KOL-L-029-1314-1165 Dt. of hearing-25.11.2015

Nature of complaint- Repudiation of death claim on the ground of wrong statement of age while availing policy.

Award –in f/o insurance company

**Result of Hearing**

The claim under the policies have been repudiated by the insurance company on the ground of submission of forged Age Proof (school Leaving certificate of Rajkiya Uchcha Vidyalaya, Gaya) by the deceased life assured at the time of proposing for insurance. As per their investigation the school is not in existence.

The dispute pertains to wrong statement of age at the time of proposal for insurance. The respondent Insurance Company has found out that the School Leaving Certificate submitted as Age Proof is manipulated. Therefore they have repudiated the claim. The Complainant could not produce any defence otherwise. Hence, there is no need to interfere with the decision of the respondent Insurance Company.

**AWARD**

Taking into account the facts & circumstances of the case and the submissions made by both the parties the complaint is closed and is treated as Dismissed.

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16. CASE OF (Name of Complainant) Mrs. Sita Devi V/S LIC of India Varanasi

COMPLAINT NO: KOL-L-029-1314-0400 Dt. of Hearing-29.01.2016

Nature of complaint- Repudiation of death claim

Award in f/o insurance company

**Result of Hearing**

From the documents available in the file, the submissions and depositions made during the course of the hearing I am inclined to accept the line of argument put forth by the respondent insurer that there is no reasonable doubt about the life assured having suppressed vital information on his health while putting up proposal to revive the policy affecting seriously the decision of the respondent. I, therefore, have no intention to interfere with the decision of the respondent.

**AWARD**

Taking into account the facts & circumstances of the case, the submissions and depositions made during the hearing, the complaint is found to be without merit and the case is treated as closed as dismissed.

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**17. CASE OF (Name of Complainant) Mr. Subhas Mishra V/S LIC of India Muzaffarpur  
COMPLAINT No: KOL-L-029-1415-0591 Dt. of Hearing-29.01.2016  
Nature of complaint- Repudiation of death claim on the ground of pre-existing disease.  
Award in f/o insurance company**

**Result of Hearing**

The respondent Insurance Company states that the death claim under the policy has been repudiated on the ground of suppression of material facts regarding the health and habits at the time of proposing for insurance despite specific questions being there in the proposal. The life assured deliberately made a misstatement in reply to Q. No. 11(V) of the proposal form & subsequently withheld information regarding her health. The Company relied on evidences collected from the Institute of Medical Sciences and S S Hospital, BHU, Varanasi. As per the evidences collected the life assured was diabetic since 18 years of her age and was on ayurvedic medication until 2002. Following an operation for removal of Gall Bladder stone she was put on insulin. Disclosure of these facts would have undoubtedly affected the underwriting decision of the insurer but such information was deliberately suppressed.

From the documents in the file, the submission and depositions made during the hearing by both the parties it is evident beyond reasonable doubt that vital and material information regarding the health of the life assured which would have certainly influenced the underwriting decision of the respondent insurer, was deliberately withheld to avail the life coverage at the inception of the risk as well as at the time of the revival of the policy. Therefore, I do not find any reason to interfere with the decision of the respondent insurer to repudiate the claim.

**AWARD**

Taking into account the facts & circumstances of the case and the submissions made by both the parties during the course of hearing, the complaint is without any merit and therefore is closed as dismissed.

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**18. CASE OF (Name of Complainant) Mr. Pramjeet Kumar Das V/S Bajaj Allianz Life Ins. Co. Ltd.  
COMPLAINT NO: KOL-L-006-1415-0724 Dt. of Hearing-29.01.2016  
Nature of complaint- Repudiation of death claim  
Award in f/o complainant**

**Result of Hearing**

The complainant states that the ground of repudiation is totally wrong as the date of death of life assured was mistakenly declared as 18.08.2012 instead of 28.10.2012 by an Aanganbari official before the investigating Officer of the Insurer. However, the complainant has submitted the recertified statement of that very official to the concerned company but the same was not taken into consideration.

The whole issue is whether the death certificate confirming the date of death of the life assured is genuine primarily because the date of death as per the certificate(28.10.2012) is subsequent to the commencement of the policy whereas the insurer has concluded that the date of death of the LA as prior to the commencement of the policy. On detail examination of all relevant documents submitted and depositions made it is observed that the respondent insurer has solely based its decision relying on the finding of the investigation report. The investigator has concluded in his report that the death certificate is fake on the basis of the statement of the anganbadi official who had stated the date of death of the LA as 18.08.2012 which is prior to the date of the commencement of the policy. But as it turns out the very anganbadi official has again confirmed the date of death as the same as mentioned in the death certificate. Under the circumstances, it is not proved beyond doubt that the death of the life assured had occurred prior to the commencement of the policy and hence the benefit of doubt should go in favour of the policy holder.

#### AWARD

Taking into account the facts & circumstances of the case , the submissions and depositions made by both the parties during the course of the hearing ,it is awarded that the insurer has to settle the claim without any further delay.

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19. CASE OF (Name of Complainant) Mr. Sakal Paswan V/S Reliance Life Ins. Co. Ltd.

COMPLAINT NO: KOL-L-036-1415-0896 Dt. of Hearing-29.01.2016

Nature of complaint- Repudiation of death claim

Award in f/o complainant

#### Result of Hearing

The claim was repudiated on the alleged ground that the policy had lapsed on the date of death of the life assured. The complainant states that the policy was revived on 26.03.2014 prior to the date of death of the life assured. However, the insurer states that the claim under the policy was repudiated as the premium due since Feb'2012 was not paid and therefore, the policy was in lapsed status on the date of death (02.04.2014) of the life assured. The life assured was informed about the status of the Policy & revival requirements vide letter dt. March 29, 2014 but she chose not to submit the required documents for revival of her policy. The premium paid towards revival of the policy without revival requirements was refunded to the claimant.

The respondent insurer doesn't dispute the claim of the complainant that the premium for the revival of the lapsed policy covering the LA was paid prior to the death of the LA. The moot point , therefore, is whether the letter calling for certain requirement to complete the process of revival, as claimed by the respondent, was at all issued by the respondent insurer and whether the policy holder did receive the said letter, because the respondent has declined the claim solely on the ground that the requirements as called for in the said letter, was not complied with. From the examination of the documents in the file and the averments during the hearing it has not been proved to me beyond reasonable doubt that indeed the respondent did call for the requirements through a letter which the policy holder received but didn't comply . Therefore, I am inclined to give the benefit of doubt to the policy holder/LA/complainant.

#### AWARD

Taking into account the facts & circumstances of the case and the submissions made by both the parties during the course of hearing, it is hereby awarded that the respondent insurer has to settle the claim of the complainant. The complaint is treated as allowed.

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20. CASE OF (Name of Complainant) Mr. Bablu Yadav V/S Reliance Life Ins. Co. Ltd.

COMPLAINT NO: 2-21-010-L-04-1314 Dt. of hearing-29.01.2016

Nature of complaint- Repudiation of death claim

Award in f/o insurance company

#### Result of Hearing

claim was repudiated on the alleged ground that the life assured had expired before the date of the proposal for insurance. The claimant, however, confirms that his mother died on 21.02.2012, months after the policy was taken and the company has deliberately taken a wrong stand. However the insurer states that as per their investigation the life assured actually had expired on 22.11.2011 and the policy had been obtained fraudulently on the predeceased life on 20.12.2011.

From the documents submitted and the depositions made during the hearing it is established that the policy was fraudulently purchased on the predeceased life. The death certificate bearing no. 535420 , dt. of issue 29.02.2012 produced by the complainant at the time of filing his claim has been proved to be fake by the certification of the concerned issuing authority. As certified, the life assured died on 22.11.2011 i.e before the commencement of the policy.

Hence, the complaint is dismissed on the ground that the policy was fraudulently purchased on the predeceased life. However, as the representative of the OP must have countersigned the proposal his complicity in the fraudulent attempt is but obvious and the OP can not wash off its hands from the action of its representative.

**AWARD**

Taking into account the facts and circumstances of the case , the submissions and depositions made by both the parties during the course of the hearing, the complaint having no merit is dismissed. However, the OP must refund the premium to the deceased's legal heir/s, recover the commission and incentive etc paid to the representative gained out of the premium on the policy on the deceased's life.

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**21. CASE OF (Name of Complainant) Mr. Jitendra Kumar V/S Reliance Life Ins. Co. Ltd.**

**COMPLAINT NO: 1825-21-010-L-03-1213 Dt. of hearing-29.01.2016**

**Nature of complaint- Repudiation of death claim on the alleged ground that the life assured did not disclose his pre existing disease while proposing for insurance**

**Award in f/o insurance company**

**Result of Hearing**

The claim which occurred during the first year of the policy was repudiated by the company due to non- disclosure by the life assured of his having been hospitalised and treated for Liver Disease since June 2011. The fact was deliberately concealed while proposing for insurance (questions 28 and 29 of the proposal form dt. 26.12.2011 were answered in the negative)

From the documents submitted & the depositions made during the hearing it is established that the deceased life assured was under treatment for liver disease since 17.06.2011. He was well aware of the fact and he deliberately concealed the same while putting up the proposal on 26.12.2011 to avail the insurance from the insurer. The medical attendant has certified to this effect.

Hence, I do not find any reason to interfere with the decision of the respondent.

**AWARD**

Taking into account the facts & circumstances of the case, the submissions and depositions made by the parties during the course of hearing, the complaint being without any merit is dismissed.

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**22. CASE OF (Name of Complainant) Mr. Kumar Lal Babu V/S Bajaj Allianz Life Ins. Co. Ltd.**

**COMPLAINT NO: KOL-L-006-1415-0151 Dt. of hearing-29.01.2016**

**Nature of complaint- Repudiation of death claim**

**Award in f/o insurance company**

**Result of Hearing**

The complainant states that the life assured was quite healthy at the time of purchase of the policy and there was no suppression of any health condition while availing the policy. However, the company states that the claim was repudiated by them due to non- disclosure by the proposer that the life assured suffered from acute leukaemia which was diagnosed on 17.05.2012, prior to the proposal for insurance. The fact was deliberately concealed during the proposal for insurance. In the proposal form dt. 30.06.2012 for purchase of the mentioned policy all relevant questions were answered in negative { questions {22(h), 22(l) , 22 (3) }}. The respondent Insurance Company relied on the Hematology Report dt. 16.05.2012 & 19.05.2012, Pathology Report of test- Bone marrow aspiration/ Imprint smear dt. 17.05.2012 & pathology report of test- Bone marrow Biopsy dt. 17.05.2012 where the conclusion drawn was acute leukaemia with advice for Immunophenotyping which reveals the past medical history of the deceased.

From the documents in the file and the submission and deposition made during the hearing, it is proved beyond reasonable doubt that the life assured was diagnosed with acute leukaemia prior to the proposal for the policy and the life assured was fully aware of his health condition but this material information was suppressed while proposing for insurance. Hence I do not find any basis to interfere with the decision of the insurer.

**AWARD**

Taking into account the facts & circumstances of the case and the submissions made by both the parties during the course of hearing, the complaint being devoid of any merit is dismissed.

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**23. CASE OF (Name of Complainant) Mrs. Rekha Kumari V/S Bajaj Allianz Life Ins. Co. Ltd.**

**COMPLAINT NO: KOL-L-006-1314-1558 Dt. of hearing-29.01.2016**

**Nature of complaint- Repudiation of death claim on the ground of suppression of pre-existing disease.**

**Award in f/o insurance company**

**Result of Hearing**

The complainant highlights that the ground of repudiation is totally wrong as her husband died due to sudden heart attack. However, the complainant states that the claim was repudiated as the deceased life assured was suffering from kidney disease and was on haemodialysis from 30.06.2012 to 01.09.2012. The fact was known to the life assured prior to making proposal for insurance and the state of his health was deliberately concealed during the proposal of insurance. The duly certified copy of the medical certificate issued from K.K. Hospital, Haemodialysis Unit, N-H 31, Purnea reveals the past medical history of the deceased.

The circumstantial and documentary evidence suggests that the life assured had knowledge of his chronic illness and secured life insurance coverage suppressing the information from the insurer. The wilful suppression of material information is violation of the policy condition and hence the repudiation of the claim is justified.

**AWARD**

Taking into account the facts & circumstances of the case, the submissions and deposition made by both the parties during the course of hearing, the decision of the respondent insurer cannot be faulted with. The case is treated as dismissed.

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**24. CASE OF (Name of Complainant) Mr. Md. Firoz V/S Bajaj Allianz Life Ins. Co. Ltd.**

**COMPLAINT NO: KOL-L-006-1314-1375 Dt. of hearing-29.01.2016**

**Nature of complaint- Repudiation of death claim for submission of fake age proof.**

**Award in f/o insurance company**

**Result of Hearing**

The claim was repudiated by the insurer as the deceased life assured submitted fake age proof viz. SLC & Driving Licence resulting into misrepresentation of facts in the proposal for insurance. As per the voter list of the year 2013 the life assured was of 72 years age and his son was of 35 years age. The assured deliberately produced such fake documents with the object to derive unlawful gain from the company.

Taking into all facts, circumstances and documents it appears to me that the OP has taken an appropriate decision in repudiating the claims as the suppression of material information violates the basic principle of utmost good faith. Moreover, it defies common sense and logic as well as appears too much to be coincidental that three policies are purchased on the life of the same person within a short span of time and the LA also passes away within a few months of inception of the policy. I am not willing to interfere with the decision of the OP.

**AWARD**

Taking into account the facts & circumstances of the case and the submissions made by both the parties during the course of hearing, I do not find any fault with the decision of the insurer. The case is, therefore, treated as dismissed.

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**25. CASE OF (Name of Complainant) Mr. Rajhans Kumar Mandal V/S Bajaj Allianz Life Ins. Co. Ltd.**

**COMPLAINT REF: NO: KOL-L-006-1415-0363 Dt. of hearing-29.01.2016**

**Nature of complaint- Repudiation of death claim.**

**Award in f/o insurance company**

**Result of Hearing**

The claim was repudiated by the insurer because the various investigations confirmed that the life assured concealed the fact of pre proposal diagnosis/ treatment of right breast lump (squamous cell carcinoma) on 25.12.2012 while signing the proposal. The fact was known to the life assured prior to making the proposal for insurance and the same was deliberately concealed during the proposal for insurance.

The circumstantial and documentary evidence suggests that the life assured had the knowledge of her chronic illness and secured life insurance coverage suppressing the material information from the insurer. The wilful suppression of material information is violation of the policy condition and hence the repudiation of the claim is justified.

**AWARD**

Taking into account the facts & circumstances of the case , the submissions and deposition made by both the parties during the course of hearing, I am of the firm opinion that the decision of the respondent insurer cannot be faulted with. The case, therefore, is treated as dismissed.

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**26. CASE OF (Name of Complainant) Mr. Madhusudan Sharma V/S Bajaj Allianz Life Ins. Co. Ltd.**

**COMPLAINT REF: NO: KOL-L-006-1415-0478 Dt. of hearing-29.01.2016**

**Nature of complaint- Repudiation of death claim.**

**Award- complaint closed**

**Result of Hearing**

The complainant has produced a copy of the complaint filed on the same subject of complaint at the District Consumer Court, Bhojpur, Ara. Therefore, as per RPG Rules this dispute goes beyond the purview of this Forum.

**AWARD**

Taking into account the facts & circumstances of the case and the submissions made by both the parties during the course of hearing, the complaint is closed as beyond the scope of this forum as the complaint has moved the consumer court. Hence, the complaint is treated as Dismissed.

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**27. CASE OF (Name of Complainant) Mr. Lalan Poddar V/S Birla Sun Life Ins. Co. Ltd.**

**COMPLAINT REF: NO: KOL-L-009-1415-00640 Dt. of hearing-30.01.2016**

**Nature of complaint- Repudiation of death claim**

**Award- in f/o insurance company**

**Result of Hearing**

It is a painful case of a father losing a young child of 10 years due to short illness and death following which he makes a claim. It appears on the face of it a straight jacket case. But examination of the following aspects would certainly lead to raised eyebrows:

- a. A policy covering the life of child is apparently taken just a few days before the death of the child.
- b. There is no evidence provided by the claimant that other member of the family were also insured along with the child or earlier to his or immediately afterwards.
- c. The death of the child had occurred according to the claim on 25.04.2012 but the death claim intimation was filed long after, nearly one year after the reported date of death i.e 29.03.2013 and the claim papers were submitted still later i.e 25.06.2013.
- d. The insurance company through its investigation has produced documents to establish that the insurance has been obtained on pre deceased life violating policy terms.

On examination of all documents and circumstances, I am inclined to accept the decision of the Respondent insurer to repudiate the claim.

**AWARD**

Taking into account the facts & circumstances of the case and the submissions made by both the parties during the course of hearing, the decision of the respondent insurer is found in order. The complaint is treated as dismissed. However, I am of the considered opinion that without the active complicity of the representative of the insurer a policy cannot be purchased on a predeceased life. The insurer must seriously examine if it should do away with the services of such representatives.

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**28. CASE OF (Name of Complainant) Mr. Upendra Singh V/S Birla Sun Life Ins. Co. Ltd.**

**COMPLAINT REF: NO: KOL-L-009-1314-0397 Dt. of hearing-30.01.2016**

**Nature of complaint- Repudiation of death claim**

**Award- in f/o insurance company**

**Result of Hearing**

As both the parties have informed during Hearing that the a complaint case has been filed for the same subject at the District Consumer Forum, Chapra, Bihar this Forum can no more continue with this case.

**AWARD**

Taking into account the facts & circumstances of the case and the submissions made by both the parties during the course of hearing, the forum would no more deal with this complaint. Hence, the complaint is treated as dismissed.

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**29. CASE OF (Name of Complainant) Mr. Ashok Kumar V/S Birla Sun Life Ins. Co. Ltd.**

**COMPLAINT REF: NO: KOL-L-009-1415-0910 Dt. of hearing-30.01.2016**

**Nature of complaint- Repudiation of death claim**

**Award- in f/o complainant**

**Result of Hearing**

The insurer repudiated the claim as the various investigations confirmed them that Age Proof submitted under a policy was SLC with DOB as 08.07.1955 & for other policies PAN Card with DOB 08.03.1955; age of elder daughter of LA was 51 years as per sr. No. 700 of the voter list of 2014 making difference of age of 6 years between father and daughter; school certificate issued was fake as confirmed by the headmaster of K P M S Gangajal, Sonpur and previous policies of DLA with other companies not disclosed to the insurer. The material facts which would have affected the underwriting decision of the insurer were wilfully not disclosed at the time of application for insurance in spite of the specific question asked in the proposal.

After a careful examination of all the documents in the file and submissions during the hearing the drastic understatement of age is established beyond reasonable doubt. But the respondent having

accepted an obvious fake document to underwrite the policy, cannot, of course, use the same document against the life assured. The respondent cannot, also, hide behind the principle of utmost good faith in such blatant and deliberate use of fake proof of age. Similarly the age in a voter IC cannot be taken as absolute authentic since many errors are often seen in the recorded info on a voter IC. Moreover, the allegation that the life assured has secured several policies from different companies has not been substantiated by documentary evidence. Had such evidence been produced before this forum the intent of the deceased life assured would have come into question. Hence, I am inclined to give the benefit of doubt to the declaration made by the deceased life assured while availing the policy

#### **AWARD**

Taking into account the facts & circumstances of the case and the submissions made by both the parties during the course of hearing, the insurer is hereby directed to settle the death claim and pay the amount due to the nominee without further delay. The case is treated as allowed.

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**30. CASE OF (Name of Complainant) Mr. Vishwanath Pandey V/S Shriram Life Ins. Co. Ltd.**

**COMPLAINT REF: NO: KOL-L-043-1415-0595 Dt. of hearing-30.01.2016**

**Nature of complaint-Repudiation of death claim**

**Award-Closed**

#### **Result of Hearing**

During the course of hearing the complainant made a submission in writing that he has already approached the consumer court on the same subject. Hence, this forum would no more be entitled to continue with this case.

#### **AWARD**

As the complainant has already approached the consumer court on the same subject the forum would no more continue with this case. Hence, the complaint is treated as closed.

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**31. CASE OF (Name of Complainant) Mrs. Rani Devi V/S ICICI Prudential Life Ins. Co. Ltd.**

**COMPLAINT REF: NO: KOL-L-021-1415-0509 Dt. of hearing-30.01.2016**

**Nature of complaint- Repudiation of death claim**

**Award-in f/o of insurance company**

#### **Result of Hearing**

The claim was repudiated on the ground that the policy was purchased furnishing wrong information in the proposal form. The complainant states that her husband was running a business in the name of Sant Store which was started in the year 2010 and he was keeping good health when he availed the policy and therefore, the ground of repudiation is incorrect. However the opposite party states that during investigation it was confirmed that the life assured was not running any Sant Store and he was suffering from liver problem and he was hospitalised for hepatic encephalopathy within 2 months of issuance of the policy. The opposite party further states that subsequent to the issuance of the captioned policy, within a span of 5 months, the DLA secured aggregate insurance coverage of 22 lacs from other companies as well. The policies were taken solely with the object to derive unlawful gain from the company.

The circumstantial and documentary evidence suggests that the life assured had the knowledge of his chronic illness and secured life insurance coverage suppressing the information from the insurer. The wilful suppression of material information in violation of the policy condition despite specific questions being there to be answered on the health condition in the proposal form, certainly makes the claim not tenable hence the repudiation of the claim is justified.

**AWARD**

Taking into account the facts & circumstances of the case and the submissions made by both the parties during the course of hearing, the decision of the respondent insurer cannot be faulted with. The case is dismissed.

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**32. CASE OF (Name of Complainant) Mr. Madhuram Kumar V/S Future Generali India Life Ins. Co. Ltd.**  
**COMPLAINT REF: NO: KOL-L-017-1415-0730 Dt. of hearing-30.01.2016**

**Nature of complaint- Repudiation of death claim**

**Award-in f/o of insurance company**

**Result of Hearing**

The claim was repudiated as the policy was not in force on the date of death of the deceased life assured. The complainant was not present for the hearing. The insurance company reiterated their stand that since the policy had lapsed at the time of death of the life assured, no claim is payable. Even a month's grace period since the last instalment due date, was long over. Therefore, the decision of the Respondent cannot be found fault with.

**AWARD**

Taking into account the facts & circumstances of the case and the submissions made by both the parties during the course of hearing, the decision of the Respondent insurer is as per the policy terms. The complaint is, therefore, treated as dismissed.

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**33. CASE OF (Name of Complainant) Mr. Pankaj Kumar V/S LIC of India Hazaribagh**  
**COMPLAINT REF: NO: KOL-L-029-1516-0270 Dt. of hearing-29.02.2016**

**Nature of complaint-** The death claim under the policies were repudiated alleging incorrect inputs against the questions regarding occupation, income, previous policy, pregnancy etc at the time of submission of proposals for insurance. The complainant states that his wife was asked to put signatures on blank proposals and details were filled in by the development officer/agent. The company has wrongly repudiated his claim on false allegations.

The respondent claimed to have relied on evidences collected from the employer "Roy Academy", Dhanbad, discharge Summary of Mayflower Children Hospital & Neonatal Nursery. As per the evidences collected life assured was not working at BCCL or at UNO as she had mentioned in the proposal. She was employed at "Roy Academy", Dhanbad and was 16 weeks pregnant while signing the proposal for policy 547514257. Disclosure of these facts at the time of proposal would have definitely affected the underwriting decision of the insurer.

**Award-in f/o of insurance company**

**Result of Hearing**

The Respondent Insurer has declined the claim on the ground of wrong declaration of income, employment and non disclosure of the pregnancy of the deceased at the time of proposals. While I don't consider the name of the employer as of such vital significance as to repudiate a claim but the declaration of inflated income would certainly adversely influence the decision regarding the extent of the life coverage. Moreover, the suppression of information of pregnancy while proposing for insurance is a vital material information which would also greatly influence the decision of underwriting the risk. Therefore, it is difficult to find any ground of support for the complaint and therefore, I find no fault with the decision of the respondent in repudiating the claim.

**AWARD**

Taking into account the facts and circumstances of the case and the submissions made by both the parties during the course of hearing, I don't find any reason to interfere with the decision of the respondent insurer. Hence, the complaint is treated as dismissed.

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**34. CASE OF (Name of Complainant) Mrs. Malti Devi V/S LIC of India, Hazaribagh**

**COMPLAINT REF: NO: KOL-L-029-1415-0059 Dt. of hearing-29.02.2016**

**Nature of complaint- Repudiation of death claim on the ground of concealment of pre-existing diseases by the DLA while proposing for insurance.**

**Award-in f/o of complainant**

**Result of Hearing**

The company rejected the claim on the ground of non-disclosure of ailments the DLA suffered from like DM, HTN, CKD,PTB at the time of signing the proposal. As per the hospital records the DLA was not only suffering from the above mentioned diseases but was also on dialysis prior to availing the policy; the disclosure of which would have seriously influenced the underwriting decision of the insurer .

The complainant was absent during the hearing. The ground of repudiation is not corroborated by the documents produced by the RI in support of their decision. The RI has relied completely on the certificate from the employer of DLA. The certificate mentions the DLA as suffering from various ailments and getting treated since long. However no date or time period of the illness or the treatment has been stated in the certificate. Considering the fact that the death of the life assured has occurred nearly after 16 months of the date of proposal and 14 months after the commencement of the policy, which period is itself a long period , the repudiation of the claim relying on "treatment since long" cannot be absolutely understood that the ailment and the treatment were prior to the date of the proposal/ date of commencement of the policy. I am inclined to give the benefit of doubt to the DLA/claimant.

**AWARD**

Taking into account the facts & circumstances of the case and the submissions made by both the parties during the course of hearing, RI is hereby directed to settle the claim without any delay. Hence, the complaint is treated as allowed.

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**35. CASE OF (Name of Complainant) Mr. Yadunandan Ram V/S Bajaj Allianz Life Ins. Co. Ltd.**

**COMPLAINT REF: NO: KOL-L-006-1415-0783 Dt. of hearing-29.02.2016**

**Nature of complaint- Repudiation of death claim**

**Award-in f/o of complainant**

**Result of Hearing**

The claim under the policy was repudiated by the company since the claimant submitted a fake death certificate while preferring the claim to mislead the company.

The dispute pertains to authenticity of death certificate. However, during the course of hearing the complainant produced a confirmatory certificate from Nagar Nigam, Gaya. As per their record the death of the DLA is the same as submitted during the filing of the claim and hence it can be concluded that the death certificate cannot be questioned.

**AWARD**

Taking into account the facts & circumstances of the case and the submissions made by both the parties during the course of hearing, the RI is hereby directed to settle the claim without any further delay. The complaint is treated as allowed.

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36. CASE OF (Name of Complainant) Mr. Mahabir Kumar V/S Bajaj Allianz Life Ins. Co. Ltd.  
COMPLAINT REF: NO: KOL-L-006-1415-0334 Dt. of hearing-29.02.2016  
Nature of complaint- Repudiation of death claim  
Award-in f/o of insurance company

Result of Hearing

The claim under the policy was repudiated due to non-disclosure of consultation/treatment that the deceased was undergoing since 20.03.2006 for Hypothyroidism, Ischemic Heart Disease, Chronic Obstructive Pulmonary Disease and follow-up case for Dermatocytosis. The DLA ( deceased life assured) prior to making the proposal for insurance was well aware of his health condition but he deliberately concealed the same during the proposal for insurance which is a clear violation of the policy terms. As per the medical certificate the cause of death is CRF due to Congestive Heart Failure, Chronic Obstructive Pulmonary Disease, Corpulmonale, Ischemic Heart Disease, Hypothyroidism.

The complainant was absent during the course of hearing. The RI repudiated the claim on the ground of suppression of material information pertaining to the health condition of life assured while availing the policy. From the various documents it is quite evident that the DLA had been suffering from serious ailments long before proposing for insurance and he deliberately withheld the information while making the proposal for insurance which is clear cut violation of terms of the policy. Therefore, I don't found any fault with the decision of the RI in repudiating the claim.

**AWARD**

Taking into account the facts & circumstances of the case and the submissions made by both the parties during the course of hearing, I don't have any intention to interfere with the decision of RI. The complaint is dismissed.

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37. CASE OF (Name of Complainant) Mrs. Sunita Devi V/S HDFC Std Life Ins. Co. Ltd.  
COMPLAINT REF: NO: KOL-L-019-1516-0093 Dt. of hearing-01.03.2016  
Nature of complaint- Repudiation of death claim  
Award-in f/o of complainant

Result of Hearing

The R/I (Respondent Insurer) has repudiated the claim on the basis of the input of their investigator on the ground of wrong declaration regarding income and the type of employment the deceased had at the time of putting the proposal for insurance. The respondent's allegation is that the deceased belong to BPL category but had declared his annual income much higher in the proposal. However, the complainant during the course of hearing produced the BPL card of the mother of the deceased wherein the deceased was not included as a beneficiary nor did the respondent insurer could produce any other BPL card wherein the deceased was the beneficiary . The description of employment in the context of village economy cannot be very pinpointed in the proposal form and on that basis a claim obviously cannot be denied. I certainly find the decision of the RI in repudiating the claim very difficult to justify.

**AWARD**

Taking into account the facts & circumstances of the case and the submissions made by both the parties during hearing, I find the decision of RI in repudiating the claim not justified and the RI is directed to settle the claim without any delay. Hence, the complaint is treated as allowed.

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**38.CASE OF (Name of Complainant) Mrs. Mala Devi V/S Bajaj Allianz Life Ins. Co. Ltd.**

**COMPLAINT REF: NO: KOL-L-006-1516-0092 Dt. of hearing-01.03.2016**

**Nature of complaint- Repudiation of death claim**

**Award-in f/o of complainant**

**Result of Hearing**

The R/I (Respondent Insurer) had repudiated the claim on the basis of the document of treatment records procured by their investigator. They have relied completely on the copy of one prescription of Dr. C D Singh wherein it is indicated that the patient was suffering from paralysis for one year. However, during the course of the hearing the claimant produced a copy of the same certificate where the illness period was not mentioned. From a cursory glance of both the documents it appears that the copy produced by the investigator of the RI is manipulated and the period of illness has been superimposed. The RI had no answer to the difference between the two copies of the same document.

In view of the above the only plank of repudiation of the RI is doubtful and I am inclined to give the benefit of doubt to the complainant.

**AWARD**

Taking into account the facts & circumstances of the case and the submissions made by both the parties during the course of hearing, the RI is directed to settle the claim without any further delay. The complaint is treated as allowed.

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**39. CASE OF (Name of Complainant) Mr. Manoj Kumar Prasad V/S Bajaj Allianz Life Ins. Co. Ltd.**

**COMPLAINT REF: NO: KOL-L-006-1516-0158 Dt. of hearing-01.03.2016**

**Nature of complaint- Repudiation of death claim on the ground of understatement of age**

**Award-in f/o of complainant**

**Result of Hearing**

The policy was issued by the R/I (Respondent Insurer) taking various factors into consideration; one of the vital factors being age of the life proposed. As an age proof the life assured had submitted the certificate from Gram Panchayat stating his age as 55 years which was accepted on good faith by the RI. However, the RI could find from the electoral records of 2015 that the deceased life assured's age is recorded as 62 years. Since the person has already died in the year 2014 the appearance of the name in the electoral list of 2015 is really very surprising. It appears to be a mistake. However, this makes the authenticity of the electoral record questionable. The RI has relied purely on the electoral record to repudiate the claim but the credibility of its very plank of repudiation is proved to be questionable, therefore, the benefit of doubt would definitely go in favour of the deceased life assured. Moreover, the RI obtained a "certificate" from the panchayat denying the issue of the certificate of age issued by them and thereby tried to prove the certificate of age produced by the DLA at the time of insurance as fake.

But the manner the document has been issued by the "Gram Panchayat" appears to be not an authentic one. Such a document cannot be the basis of repudiation of a death claim. I am inclined to give the benefit of doubt to the deceased life assured .

**AWARD**

Taking into account the facts & circumstances of the case and the submissions made by both the parties during the course of hearing, the insurer is directed to settle the claim without any further delay. Hence, the complaint is treated as Allowed.

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40. CASE OF (Name of Complainant) Mrs. Anju Kumari Gupta V/S Bajaj Allianz Life Ins. Co. Ltd.  
COMPLAINT REF: NO: KOL-L-006-1415-0948 Dt. of hearing-01.03.2016  
Nature of complaint- Repudiation of death claim on the ground of suppression of pre-existing disease  
Award-in f/o of insurance company

**Result of Hearing**

The investigation conducted by the R/I (Respondent Insurer) has obtained documents which clearly establishes that the deceased was on the chemotherapy treatment from 30.07.2013 for SCM carcinoma but this fact was not declared in the proposal while availing the policies on 26.10.2013 and 06.01.2014. The RI has justifiably repudiated the claim as per the terms of the policy. I do not see any reason to interfere with the decision of the RI.

**AWARD**

Taking into account the facts & circumstances of the case and the submissions made by both the parties during the course of hearing, the decision of the RI is in order. The complaint is treated as dismissed.

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41. CASE OF (Name of Complainant) Mr. Nattu Mandal V/S SBI Life Ins. Co. Ltd.  
COMPLAINT REF: NO: KOL-L-041-1516-0094 Dt. of hearing-02.03.2016  
Nature of complaint- Repudiation of death claim on the ground of suppression of pre-existing disease

Award-in f/o of insurance Company

**Result of Hearing**

The Respondent Insurer puts forth that their investigation has revealed that the deceased life assured had suppressed her gynaecological complications of an incomplete abortion (ANC on 07.03.2013) which was prior to the date of the proposal ( on 24.06.2013). The company for their decision of repudiation relied on the certificate of Dr. P R Bahadur wherein it is stated that Mrs. Mira Devi W/O Nattu Mandal was under his treatment for incomplete abortion (after 3/4 months of pregnancy) and ANC being conducted on 07.03.2013 (before the date of proposal) with heavy bleeding and was referred to higher centre for further management. The complainant however states that the company has withheld the claim on baseless reasons. He claims that his wife never had any treatment for the alleged health problems. She died of snake bite.

The decision of the Respondent Insurer to repudiate the claim is based on the findings of their investigation wherein it is clearly established that the deceased life assured was pregnant months earlier to the proposal and had undergone treatment for incomplete abortion. This aspect was not revealed while proposing for insurance. Suppression of this material information is violation of the basic principle of insurance which also is embedded in the policy terms.

**AWARD**

Taking into account the facts & circumstances of the case and the submissions made, this forum would not interfere with the decision of the respondent insurer. Hence, the Complaint is treated as Dismissed.

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**42. CASE OF (Name of Complainant) Mrs. Ayesha Khatoon V/S SBI Life Ins. Co. Ltd.**  
**COMPLAINT REF: NO: KOL-L-041-1516-0185** Dt. of hearing-02.03.2016  
**Nature of complaint- Repudiation of death claim**  
**Award-in f/o of insurance Company**

**Result of Hearing**

The DLA(deceased life assured) was a beneficiary under the group policy availed by his employer. However, following the DLA's retirement the payment of premium in favour of the deceased was naturally discontinued by his employer. The deceased life assured did not continue to be a member of the group policy as he did not pay the relevant premium. Naturally, so far as the R/I (Respondent Insurer) is concerned they have not received the premium pertaining to the deceased. Therefore, I do not found any fault with the decision of the R/I in repudiating the claim.

**AWARD**

Taking into account the facts and circumstances of the case and the submissions made, I find the decision of the R/I is in order and I do not see any reason to interfere with the same . Hence, the Complaint is treated as dismissed.

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**43. CASE OF (Name of Complainant) Alamgir Rizvi V/S Reliance Life Ins. Co. Ltd.**  
**COMPLAINT REF: NO: KOL-L-0036-1516-0545** Dt. of hearing-02.03.2016  
**Nature of complaint- Repudiation of death claim on the alleged ground of understatement of age while availing insurance.**  
**Award-in f/o of complainant**

**Result of Hearing**

The claim was repudiated on the alleged ground of understatement of age while proposing for insurance. The complainant states that as the age recorded in Voter I Card was wrong his mother submitted an affidavit as age proof along with the proposal. The complainant suspects that there is some foul play as he hadn't obliged the investigator of the company who had demanded money. During the course of hearing the company offered to settle the claim within a period of three weeks from the date of the hearing. Therefore, the complaint would get resolved.

**AWARD**

Taking into account the facts & circumstances of the case and the submissions made, since the Respondent Insurer has agreed to settle the claim, they are hereby directed to confirm payment of the claim within three weeks from the date of this award. Hence, the Complaint is treated as allowed.

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**44. CASE OF (Name of Complainant) Mrs. Chinta Devi V/S Future Generali India Life Ins. Co. Ltd.**  
**COMPLAINT REF: NO: KOL-L-017-1516-0136** Dt. of hearing-02.03.2016  
**Nature of complaint- Repudiation of death claim on the ground of suppression of pre-existing disease & undergoing treatment while availing the policy.**  
**Award-in f/o of insurance Company**

**Result of Hearing**

The DLA( Deceased Life Assured) expired within two months of inception of the policy. The investigation conducted by the RI( Respondent Insurer) has come across the fact that the DLA was suffering from a chronic type of diarrhoea for a long period of time and had been taking treatment. The treating doctor has certified the fact as per the copies of the certificate produced by the RI. Even though the claimant reiterated that her husband was in good health at the time of proposing for

insurance she was wavering in her answer as to the cause of the death of her husband. Therefore, I am inclined to go by the documents produced by the RI that the DLA suffered from chronic diarrhoea for long and deliberately withheld the information while submitting the proposal for insurance. Therefore, the RI is not at fault in repudiating the claim.

**AWARD**

Taking into account the facts & circumstances of the case and the submissions made by both the parties during the course of hearing, I do not find any fault with the decision of the insurer. Hence, the complaint is treated as dismissed.

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**45. CASE OF (Name of Complainant) Mrs. Sarwati Bhushan V/S Bajaj Allianz Life Ins. Co. Ltd.**

**COMPLAINT REF: NO: KOL-L-006-1516-0149 Dt. of hearing-02.03.2016**

**Nature of complaint- Repudiation of death claim on the alleged ground that the deceased life assured deliberately concealed his previous illness and treatments while availing the policy.**

**Award-in f/o of insurance Company**

**Result of Hearing**

The claim has been repudiated by the R/I (Respondent Insurer) on the basis of the investigation conducted by them wherein they could come across the fact that the DLA had been suffering from chronic liver ailment from nearly 5 months before the proposal for insurance. There are documents to establish that he had been admitted to Indira Gandhi Institute of Medical Sciences and Mahavir Cancer Sansthan . Since there was sufficient evidence that the deceased life assured had not disclosed these vital information pertaining to his ailment the RI repudiated the claim as per the terms of the policy.

**AWARD**

Taking into account the facts & circumstances of the case and the submissions made by both the parties during the course of hearing, I do not find any reason to interfere with the decision of the RI and hence the complaint is treated as dismissed.

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**46. CASE OF (Name of Complainant) Mr. Ashok kumar V/S Tata AIA Life Ins. Co. Ltd.**

**COMPLAINT REF: NO: PAT-L-046-1516-0121 Dt. of hearing-02.03.2016**

**Nature of complaint- Repudiation of death claim on the alleged ground that the deceased life assured deliberately concealed the fact of previous policies purchased from another insurance company while availing the policy .**

**Award-in f/o of insurance Company**

**Result of Hearing**

The complainant states that his uncle hadn't any bad intention and the concerned information might not have been disclosed by the concerned agent. The company states that their investigation officers have procured some evidences according to which the deceased life assured had existing cover of Rs. 1250000/- from another insurance company prior to his application under the captioned policy. This information was not disclosed in the proposal despite specific queries. Had this information been disclosed to the company the proposal would not have been accepted.

It is quite obvious that the DLA had not furnished the previous insurance details while proposing for the policy under discussion. The proposal form contains specific queries in this respect and the copy of the proposal form presented to the forum clearly indicates that no information were furnished as the relevant queries were marked 'NIL' as answer. Therefore, there has been a suppression of information which is very material to the underwriting of the risk and in this case the DLA had obtained various

policies prior to proposing for policy under discussion. The R/I has taken the decision as per the policy terms.

#### **AWARD**

Taking into account the facts & circumstances of the case and the submissions made by both the parties during the course of hearing, I find the decision of the R/I as per the policy terms and do not have any intention of interfering with the same. The complaint is treated as Dismissed.

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#### **1. CASE OF SRI AMAN JAIN V/S HDFC STD. LIFE INSURANCE COMPANY LIMITED.**

**(Award dated : 22.01.2016)**

- The complainant, submitted a complaint against the Insurance Company for repudiating the death claim on the life of uncle Sri Hemant Jain on the ground that policy was on the life of Sri Aman Jain.
- Sri Hemant Jain, DLA had taken a life Insurance policy on his own life on 16.11.2012 and nominated Sri Aman Jain.
- When Sri Hemant Jain received the policy, he noticed that policy has been issued on the life of Sri Aman Jain and naming himself nominee besides other discrepancies. Sri Hemant Jain immediately, within free look period, brought it to the notice of the Insurance Company and requested to correct the anomalies.
- Sri Hemant Jain followed it up continuously for 9-10 months with the Insurance Company but got no response.
- Sri Hemant Jain died in rail accident on 26.10.2013.
- After his death, Sri Aman Jain took up the matter with the Insurance Company and lodged death claim.
- The Insurance Company stuck to the original policy issued in the name of Sri Aman Jain denying mis-sale but admitted forgery of signatures of Sri Aman Jain.
- After the hearing of both sides, an Award passed to pay the death claim with interest to the nominee Sri Aman Jain.
- The complaint was treated as disposed accordingly.

## **Death Claim**

### **1. CASE OF SMT. MEERA VS LIC OF INDIA.**

**(Award dated : 08.01.2016)**

- The deceased had taken a Jeevan Anand Policy from LIC. His death claim was rejected by LIC on ground of non-disclosure of material facts related to the health of insured at the time of proposal dated 28.9.2012.
- The complainant stated that her husband was quite healthy before he died on 12.6.2013.
- The Insurance Company stated that though as per claim form B/Bi, cause of death was HE grade IV, CLD-cryptogenic, HCC with metastasis, sepsis shock and the duration of illness was mentioned as 2 months. But as per written statement of Mr. Radha Raman, son of deceased which was recorded during investigation, the insured was under treatment of Dr. Rakesh Kumar Gupta of L.R. Hospital, Mathura since last 7-8 years for knee/joint pain before death.
- The repudiation of the claim by Insurance Company merely on the basis of his son's statement that the deceased was treated for knee/joint pain before death could not be the cause of death and the reason of repudiation of death claim. The deceased was admitted in Ganga Ram hospital only for 3 days and died due to sudden cardiac arrest.
- The insurance company was directed to pay the death claim.

### **2. CASE OF MR. MANOJ KUMAR VERMA VS LIC OF INDIA**

**(Award dated : 08.01.2016)**

- The deceased had taken a New Bima Gold policy from LIC. Her death-claim was rejected by LIC on ground of non-disclosure of material fact of illness by the deceased at the time of proposal completed on 19.9.2012.
- The complainant stated that it is true that his wife died due to kidney failure, but the disease was diagnosed only two months before her death.
- The Insurance Company stated that it was clearly mentioned in the discharge summary dated 22.7.2013 of City Hospital that the deceased was a known case of Advance Renal Failure, RPRF v/s CKD with history of Menstrual abnormality since 1 year and the proposal was completed only 10 months before she died on 3.8.2013. It is a clear case of concealment of material facts by the insured.

- It is true that it was mentioned in the discharge summary of hospital that the deceased was a known case of kidney disease, but it also shows that the problem was diagnosed only 3 months back and the Insurance Company have also not been able to produce any solid evidence to prove that the disease was old and consciously concealed.
- The insurance company was directed to pay the death claim.

### **3. CASE OF SRI SUNDER KUMAR V/S AVIVA LIFE INSURANCE COMPANY LIMITED.**

**(Award dated : 07.01.2016)**

- The complainant, submitted a complaint against the Insurance Company for repudiating the death claim on the flimsy ground of submitting fake school certificate of Rajasthan Shiksha Board mentioning date of birth as 1.1.1961 as age proof at the time of taking new policy. After the death, the Insurance Company investigated and found the school certificate as fake and procured Voter I Card mentioning age as 40 as on 1.1.1995. The Insurance Company repudiated the death claim on the basis that age was misrepresented in the proposal form and fake documents were submitted. The complainant submitted the school leaving certificate issued by Chaudhary Sukhbir Singh Vidhyalay, Mohammadpur, Dr.Narsan, Distt. Haridwar, which confirm the date of birth of his late father was recorded as 1.1.1961 which confirms that the age of the DLA was 51 years as on date of Insurance and not 55 years as claimed by the Insurance Company. The complainant argued that the date of birth on both the certificates mentioned was identical i.e. 1.1.1961 and Election Card is considered as nonstandard age proof as Election Commission does not ask for any age proof for issuing a Voter Card. It was also brought to the notice of the Insurance Company that as per rules of IRDA when standard age proof (School Certificate) is available, company should take age as per standard age proof and settle death claim which was repudiated on the basis of nonstandard age proof. However, in order to be fair and square the Insurance Company was asked to verify the genuineness of the school certificate submitted by the complainant. Meanwhile, this office received a mail from them that they are willing to settle the death claim.
- The complaint was treated as disposed accordingly.

### **4. CASE OF SRI RATI RAM V/S BIRLA SUN LIFE INSURANCE CO. LTD.**

**(Award dated 22.01.2016)**

- The complainant, submitted a complaint against the Insurance Company for not settling the death claim and cancellation of policy after the death of the life assured Late Sri Seva Ram.
- Late Sri Seva Ram had taken a life Insurance policy on 18.12.2013 for Rs. 5,00,000/ sum assured at the age of 36 years.
- Sri Seva ram suddenly died on 12.1.2014 in his house. The nominee Sri Rati Ram submitted the death claim to BSLI on 14.4.2014.
- After one month had passed, the nominee Sri Rati ram enquired about his claim from BSLI helpline and he was told that the policy was cancelled.
- On further reminding the BSLI on 24.11.2014 and again getting no response, the complainant approached the Insurance Ombudsman.

- During the hearing, the complainant did not attend and the Insurance Company did not tender any argument hence nothing was discussed and recorded.
- Later on, the Insurance Company submitted the SCN and denied any wrong on their part.
- SCN submitted mentions that as a practice, the Company had held an internal risk analysis survey under which the policy in question was also evaluated. During this evaluation it was found that the customer had given wrong details in the policy application form and he was also not traceable at the given address and contact number. Their investigator had also visited the given address of the life assured, but the customer could not be found at the given location.
- Hence, on the basis of aforesaid findings and after evaluating the risk involved, the policy was treated as null and void and was cancelled on 16.04.2014. the Insurance Company also mentioned that the cancellation was prior to the claim intimation date i.e. 17.04.2014.
- Fact was that the Insurance Company cancelled the policy after receiving the death intimation.
- It also emerged that the complainant appears to have received all the correspondence from the office of insurance Ombudsman and so should have received communications if any from the Insurance Company as well.
- An Award was passed for payment of death claim to the nominee complainant subject to verification of Ration Card and other relevant documents to verify the relationship of the nominee with the deceased before disbursing the claim amount.
- The complaint was treated as disposed accordingly.

*Lucknow Ombudsman Centre*

**Complaint No.: LCK-L-001-1516-0180**

**Award No.- IOB/LKO/L/169/15-16**

**Mr. Anil Kumar Gupta Vs. Aegon Religare Life Insurance Co. Ltd.**

**Award dated : 23.11.2015**

#### **DEATH CLAIM**

**Complainant View:** As per complainant RIC had repudiated the claim on the ground that DLA had not disclosed all the previous policies in proposal form & suppressed the material facts. Complainant had said that the proposal form was filled by the agent & he had not asked about the details of previous insurance, DLA had only signed on proposal form.

**RIC View:** As per RIC, at the time of claim process it was found that DLA had a multiple insurance policies which were not disclosed at the time of taking the proposal. DLA had suppressed the material facts.

**Decision:** In view of above, it is held that the repudiation of claim by the RIC only on the ground that previous policies were not disclosed in the proposal form, is not justified. Considering decision of Apex Court in Satwant Kumar Sandhu Vs New India Assurance Company Ltd. IV(2009)CPJ8(SC) & also after considering the decision of NC in the case of LIC of India & Vidya Devi & Anr III(2012) CPJ 288 in Revision Petition No.382 of 2011 by NCDRC forum directed the RIC to pay the Death Benefit to the nominee.

**Award No. IO/KOC/A/LI/0236/2015-16**

**Complaint No. KOC-L-029-1516-0181**

**Award passed on : 05.10.2015**

**Mrs. Yamuna Suresh Vs L.I.C. of India**

**Repudiation of Death Claim**

The complainant's husband had a policy with the Insurer and a claim was preferred with the Insurer when he died. This claim was repudiated by the Insurer and appeal to the higher authorities did not have any effect. This complaint is filed as the complainant has no other means of livelihood and was depending on the insurance money

The complaint is Dismissed.

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**Award No. IO/KOC/A/LI/0237/2015-16**

**Complaint No. KOC-L-029-1516-0148**

**Award passed on : 05.10.2015**

**Mrs. Ragina Udayakumar Vs LIC of India**

**Repudiation of Death Claim**

The complainant's husband had a policy with the respondent Insurer (no 774340486). Her husband expired on 03/04/2015 and a death claim was preferred with the Company which was repudiated. Her appeal to the Grievance Cell was also upheld the earlier decision of repudiation. Hence, she filed a complaint before this Forum for getting the claim amount

The Respondent insurer is directed to Pay Rs. 5 Lakh as Ex-gratia.

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**Award No. IO/KOC/A/LI/0244/2015-16**

**Complaint No. KOC-L-041-1516-0179**

**Award passed on : 14.10.2015**

**Mrs. Ambily Sunil Vs SBI Life Insurance Co. Ltd.**

**Repudiation of Death Claim**

The complainant's now deceased husband had taken a policy from the respondent insurer. He died and a claim was preferred with the insurer. The claim was rejected citing suppression of material fact, ie, he had diabetes which was not disclosed in the proposal. The complainant avers that the sugar limits were normal at the time of taking the policy and hence the repudiation is not fair. Hence this complaint seeking the full death claim.

The Respondent insurer is directed to Pay Rs.53,300/- as ex-gratia.

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**Award No. IO/KOC/A/LI/0250/2015-16**

**Complaint No. KOC-L-026-1516-0143**

**Award passed on : 14.10.2015**

**Dr.Vergheese Leena Vs Kotak Mahindra Old Mutual Life Insurance Ltd.**

**Repudiation of Death claim**

The complainant's late husband had a ULIP policy with the respondent Insurer. On his death, claims were preferred with the Insurer. They settled only the Fund value based on NAV. The Sum assured under both the policies were not settled. Her appeal to the Grievance Cell was also in vain. Hence, she filed a complaint before this Forum.

The complaint is Dismissed.

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**Award No. IO/KOC/A/LI/0255/2015-16**

**Complaint No. KOC-L-006-1516-0168**

**Award passed on : 15.10.2015**

**Mr. V L Jose Vs Bajaj Allianz Life Insurance Co. Ltd.**

**Repudiation of death - Accident Benefit Claim**

Late. Biju Jose, the S/o the complainant has taken an Insurance Policy from the respondent Company. After the death of his son, he preferred a death claim with the Company. The company has settled the Basic Sum Assured but declined to settle the DAB. The reasons for declining the DAB was the presence of Ethyl Alcohol in stomach, intestine, liver & Kidney. Since the dispute on DAB could not be resolved, a petition was filed before this forum

The Respondent insurer is directed to Settle Accidental Death benefit.

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**Award No. IO/KOC/A/LI/0261/2015-16**

**Complaint No. KOC-L-029-1516-0230**

**Award passed on : 15.10.2015**

**Mrs. Maniyamma Vs LIC of India**

**Repudiation of death claim**

The complainant's late husband has taken 3 policies from the respondent Insurer in March, 2013. He expired on 10/06/2014. Death claims were preferred with the Insurer. The Insurer repudiated the claims stating that there was suppression of material facts at the time of taking the policies. Her appeal to the Grievance Cell of the Insurer was also in vain. Hence, she filed a complaint before this Forum

The Respondent insurer is directed to Pay Rs 2 Lakh as Ex-gratia.

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**Award No. IO/KOC/A/LI/0269/2015-16**

**Complaint No. KOC-L-029-1516-0149**

**Award passed on : 26.10.2015**

**Mrs. Jaseena Vs LIC of India**

**Repudiation of Death Claim**

The complainant's husband had a policy with the respondent Insurer (no 795020699). He expired on 23/11/2008 and she preferred a death claim with the Insurer which was repudiated. Her appeal to the Grievance Cell of the Insurer was also in vain. Hence, she filed a complaint before this Forum

The Respondent insurer is directed to Settle SA with AB.

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**Award No. IO/KOC/A/LI/0271/2015-16**

**Complaint No. KOC-L-006-1516-0250**

**Award passed on : 26.10.2015**

**Mrs. Lissy Jose Vs Bajaj Allianz Life Insurance Co. Ltd.**

**repudiation of Death Claim**

The complainant, Smt.Lissy Jose's husband has taken a policy (No 0027665675) called "Allianz Bajaj Loan Protector-Single", from the respondent Insurer in September 2006, by paying single premium of Rs.17,334/-. The Sum assured under the policy was Rs.4.5 lakhs. The insured expired on 17/06/2015 and a death claim was preferred with the Company. The Company has settled only Rs.2,63,045/- towards Death claim. Her request for balance amount of claim did not get any response from the Insurer. Her appeal to the Grievance Cell of the Insurer was also in vain. Hence, she filed a complaint before this Forum for getting the balance amount of claim

The complaint is Dismissed.

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**Award No. IO/KOC/A/LI/0287/2015-16**

**Complaint No. KOC-L-029-1516-0167**

**Award passed on : 30.10.2015**

**Dr. Titto Joseph Vs LIC of India**

**Repudiation of Death claim**

The complainant's wife had 9 Policies with the respondent Insurer taken in various years (790817391, 791642612, 792358391, 793573683, 794171890, 794194671, 794194872, 794195887, 795371912). His wife expired in May, 2013 due to Cancer. He preferred claims for 9 policies out of which claims under 4 policies were repudiated. His appeal to the Grievance Cell of the Insurer for reconsideration of claims did not have any positive result. Hence, this complaint

The Respondent insurer is directed to Refund Rs.153891/- received as revival consideration.

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**Award No. IO/KOC/A/LI/0294/2015-16**

**Complaint No. KOC-L-006-1415-0500**

**Award passed on : 11.11.2015**

**Mrs. Seema Mohandas Vs Bajaj Allianz Life Insurance Co. Ltd.**

**Repudiation of death claim**

The complainant is the wife of deceased policyholder Sri Mohandas. The Deceased policyholder had a life insurance policy with the respondent insurer which commenced on 18.02.2012. The premium paid was Rs.57,218/-. The policyholder died on 02.12.2012. On preferring a claim the complainant was asked to submit all the documents before the claim could be released, however even after submission of all documents no amount has been received so far, hence this complaint before this forum

The complaint is Dismissed.

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**Award No. IO/KOC/A/LI/0296/2015-16**

**Complaint No. KOC-L-029-1516-0305**

**Award passed on : 12.11.2015**

**Mrs. Dalia Raman Vs LIC of India**

**Repudiation of death claim**

The complainant Mrs.Dalia Raman's husband had 2 Insurance policies (Nos 392165278 & 392164607) with the respondent Insurer. Her husband expired on 22/07/2014 and death claims were preferred with the Insurer. Both the claims were repudiated on the ground that the life assured withheld information regarding his health at the time of taking the policy. She appealed to the Grievance Cell of the Insurer for reconsideration of the claim which was also in vain. Hence she filed a complaint before this Forum seeking direction to the respondent Insurer for admission of both the claims

The Respondent insurer is directed to Refund premiums on Ex-gratia basis.

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**Award No. IO/KOC/A/LI/0300/2015-16**

**Complaint No. KOC-L-029-1516-0234**

**Award passed on : 20.11.2015**

**Mrs. Rani Antony Vs LIC of India**

**Repudiation of death claim**

The complainant's late husband had two policies with the respondent Insurer. He expired on 17/01/2014, due to multi organ failure. Death claim was preferred with the Insurer and it was repudiated stating that there was suppression of material facts at the time of taking the policies. Her appeal to the grievance cell of the Insurer for reconsideration of claims was also in vain. Hence, she filed a complaint before this Forum

The Respondent insurer is directed to Settle 13 Lakhs + 8 premiums @ Rs.20744/-=165952 (2 policies).

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**Award No. IO/KOC/A/LI/0371/2015-16**

**Complaint No. KOC-L-029-1516-0376**

**Award passed on : 19.01.2016**

**Mrs. Nirmala Biju Vs LIC of India**

**Repudiation of death - Accident Benefit**

The Complainant's late husband had 9 policies with the respondent Insurer. The life assured expired on 07/07/2013, due to drowning. The respondent Insurer has settled the claims to the extent of the Sum assured and the eligible bonus to the nominees under the policies. But the Insurer has declined to pay the accidental benefit under all the 8 policies. The reason for rejecting accidental benefit was that the chemical examination report of the life assured showed the presence of Ethyl Alcohol in stomach intestine, liver and kidney. She appealed to the Grievance Cell of the Insurer for admission of DAB for which no response was there even after one month. Hence, she filed a complaint before this Forum seeking direction to the Insurer for admission of Double Accident Claim

The Respondent insurer is directed to Admit total accident claim.

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**Award No. IO/KOC/A/LI/0375/2015-16**

**Complaint No. KOC-L-029-1516-0432**

**Award passed on : 20.01.2016**

**Mr. Joseph J Vs LIC of India**

**Repudiation of death claim**

The complainant's Son had a policy with the insurer and on his demise a claim was submitted to the insurer. The Insurer has rejected the claim on the premise "Childhood asthma could have been the cause". A representation was submitted to the Zonal Manager in 05/2015 for which no reply has been received till date. The complainant's Son was healthy enough to drive 60Kms everyday for work and did not have any illness. The treating doctor at Medical Trust Hospital has issued a certificate dated 28.04.2015 stating that the deceased's illness was of only three months duration and the diagnosis was on 11.03.2014 only. Hence this complaint seeking relief for the full amount of death claim

The Respondent insurer is directed to Settle death benefit as ex-gratia payment.

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**Award No. IO/KOC/A/LI/0413/2015-16**

**Complaint No. KOC-L-029-1516-0519**

**Award passed on : 25.02.2016**

**Mr. Roy K George Vs LIC of India**

**Repudiation of death claim**

The complainant's brother, Sri.K.G. Vincent had taken 4 policies from the respondent Insurer on 28/10/2013. The Sum assured of the policies were Rs.50,000/- each. The Insured has died on 25/11/2013. Death claim was preferred with the Insurer, which has been repudiated. He appealed to the ZO CRC and subsequently to COCRC for a review of the claim, but they also uphold the repudiation decision of the Divisional Office. Hence, he filed a complaint before this Forum, seeking direction to the Insurer for admission of the claim under all the 4 policies

The complaint is Dismissed.

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**Award No. IO/KOC/A/LI/0418/2015-16**

**Complaint No. KOC-L-019-1516-0548**

**Award passed on : 25.02.2016**

**Mrs. Kumari Kala.S Vs HDFC Standard Life Insurance Co. Ltd.**

**Repudiation of death claim**

The complainant's husband had taken a policy from the respondent Insurer in 2011 and paid annual premium @ Rs.1 lakh for 2 years. Due to financial difficulties, he could not remit premiums for subsequent years. The life assured expired on 24/10/2014. A death claim was preferred with the Insurer, which was repudiated stating that the policy was lapsed without any paid-up value. She appealed to the Grievance Cell of the Insurer for a review of the claim, for which also the reply was not satisfactory. Hence, she filed a complaint before this Forum, seeking direction to the Insurer for at least refund of premium paid under the policy

The Respondent insurer is directed to 1,50,000/- as ex-gratia.

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**Award No. IO/KOC/A/LI/0424/2015-16**

**Complaint No. KOC-L-029-1516-0564**

**Award passed on : 29.02.2016**

**Ms. Kajal & Karishma Jahan S Vs LIC of India**

**repudiation of death claim**

The complainants are nominees under a policy taken by their grand/ mother, Mrs. Khadija Hussain. The Life Assured expired on 18/03/2011. But the death intimation was received by the Insurer only in 2014. The date of maturity of the policy was 14/08/2012. Since it is a Market-plus policy, Annuities were paid till the date of intimation of death. Actually, annuities are not payable, as the death of the life assured was before the date of maturity of the policy. As the Insurer has treated the claim as Maturity, because of the delay in intimation of the death of the life assured, now for rectification, they referred the case to their Head Office for sanction to release Death benefits. Since there is undue delay in settlement of Death claim, they appealed to the Grievance Cell of the Insurer, for which the reply was not satisfactory. Hence, they filed a complaint before this forum, seeking a direction to the Insurer for admission of the claim without further delay

The Respondent insurer is directed to eligible death claim with 9% interest.

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**Award No. IO/KOC/A/LI/0455/2015-16**

**Complaint No. KOC-L-029-1516-0154**

**Award passed on : 29.02.2016**

**Mrs. Habsathbi P K Vs LIC of India**

**Repudiation of death claim**

The complainants husband was working as a boat lascar for the govt at Lakswadeep. He had taken a policy for Rs. 4 lakhs from the respondent insurer and the premiums were being paid by way of deductions from salary (SSS). The policyholder died on 03.05.2014 and the same was intimated to the insurer. The insurer has repudiated the claim stating that the policy was fully lapsed and hence nothing was payable. Appeal to the insurer did not have any result hence this complaint

The Respondent insurer is directed to Settle death benefit.

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**Award No. IO/KOC/A/LI/0464/2015-16**

**Complaint No. KOC-L-036-1516-0580**

**Award passed on : 14.03.2016**

**Mrs. Suni Biju Vs Reliance Life Insurance Co. Ltd.**

**Repudiation of death claim**

The complainant's husband had taken a policy from the respondent Insurer in March, 2014. He expired on 04/09/2014 and a death claim was preferred with the Insurer, which was repudiated. She says that her husband had policies from HDFC Life Insurance and also from IDBI Federal Life Insurance, taken in March, 2014 for which the claims were settled by them. She appealed to the Grievance Cell of the Insurer for a review of the claim for which also no reply has received till date. Hence, she filed a complaint before this Forum, seeking direction to the Insurer for admission of the claim

The Respondent insurer is directed to Admit the claim.

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**Award No. IO/KOC/A/LI/0478/2015-16**

**Complaint No. KOC-L-041-1516-0591**

**Award passed on : 30.03.2016**

**Mrs. Annamma Joseph Vs SBI Life Insurance Co. Ltd.**

**Repudiation of death claim**

The Complainant's husband had availed a Housing Loan from SBT, Balussery Br. amounting to Rs.3.30 lakhs. As an additional coverage of the Loan, an equal amount of Insurance had been taken from SBI Life Insurance Co. Ltd. vide Policy No.83001001002. Her husband expired on 20/05/2014 and a death claim was preferred with the Insurer with all necessary documents. But, only a portion of the amount

was settled by the Insurer to the Bank. The Bank is exerting pressure on her for remitting the remaining amount. She appealed to the Grievance Cell of the Insurer to settle the whole amount as per the policy, for which neither any action nor any response, till date. Hence, she filed a complaint before this Forum, seeking direction to the Insurer for the settlement of full claim, as per the policy

The complaint is Dismissed.

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**Award No. IO/KOC/A/LI/0491/2015-16**

**Complaint No. KOC-L-029-1516-0590**

**Award passed on : 31.03.2016**

**Mrs. Rosamma Babu Vs LIC of India  
Repudiation of death claim on policies**

The complainant's husband had a policy with the respondent Insurer taken in March, 2012. He expired on 30/01/2015. A death claim was preferred with the Insurer, which was repudiated due to suppression of material facts/mis-statements regarding his health and habits at the time of effecting the assurance. She appealed to the Grievance Cell of the Insurer for a review of the claim, for which no response has received till date. Hence, she filed a complaint before this Forum, seeking direction to the Insurer for admission of the claim

The Respondent insurer is directed to Settle Rs.20,000/- as ex-gratia.

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**Award No. IO/KOC/A/LI/0498/2015-16**

**Complaint No. KOC-L-029-1516-0571**

**Award passed on : 31.03.2016**

**Mr. R. Satheesh Kumar Vs LIC of India  
Repudiation of death claim on policies**

The complainant's Son has taken 10 policies from the respondent Insurer in March, 2010. The petitioner (Father of the Insured) is an agent of the respondent Insurer. The premiums were being deducted from his Commission every month. Due to insufficiency of commission in certain months recovery towards premium of his Son's policies were not done by the Insurer. His Son met with an accident on 01/09/2012 and expired. He preferred death claims under all the 10 policies, which were repudiated stating that there is default in payment of premium (9 gaps) and as a result, all the policies are in a lapsed condition. He appealed to the Grievance Cell at various levels of the Insurer, but they also upheld the earlier decision of repudiation. Hence, he filed a complaint before this forum, seeking direction to the Insurer for admission of claim under all the 10 policies

The Respondent insurer is directed to Refund premium collected.

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## **RICHA SAXENA V/s Life Insurance Corporation of India**

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The fact of the complaint is that complainant's husband Sh. Pramod Saxena had obtained a policy bearing no. 186059807 w.e.f. 28.04.2010 for a paying term of 20 years having Sum Assured of Rs.6,25,000/- and annualized premium of Rs.30624/- from the respondent company. The Life Assured died on 15.11.2012. The complainant had submitted the relevant papers of death claim to the office of LIC during first week of August 2013 and the claim was settled after 17 months i.e. on 12.01.2015. She requested to the respondent company to pay the interest @18% for the delayed settlement of claim, but her request was not resolved.

The insurer in its SCN replied that company is not liable for delayed settlement. The delay occurred due to incorrect residential address of the Life Assured as he did not request for change of his address whereas he had shifted from his original address to another place and non-submission of leave record by the claimant.

During hearing, it emerged that all the claim papers were submitted in first week of August 2013. This was an early claim. The company took seventeen months to complete its investigation. As per IRDA guidelines, six months is the maximum limit to complete investigation in case of early claim.

In view of these facts and circumstances, it was awarded that the company shall pay penal interest to the complainant for a period of 11 months on the amount of Rs. 677498/- already paid. This will be as full and final settlement of the grievance/ complaint.

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### **In the matter of Mrs. Ritu Ahuja Vs PNB Met Life Ins. Company Ltd.**

**DATE: 01.03.2016**

1. The Complainant alleged that her husband late Sh.Sandeep Ahuja expired on 03.02.2015 and claim of her deceased husband had been rejected by the Insurance Company after verifying the medical record from Ganga Ram Hospital, wherein it was mentioned that "this was a known case of heart attack prior to issue of policy." However, that report was not made available to her. She also alleged that said record pertains to some other Sandeep Ahuja and not her deceased husband who was never a known case of heart disease and the claim was rejected on totally wrong facts. After approaching Insurance Company she approached this forum for payment of death claim with all the compensation and legal dues payable to her.
2. The Insurance Company in its reply dated 08.01.2016 submitted that the subject policy was issued on 31.03.2014 for sum assured of Rs. 7.66 lacs. The Insurance Company received the death claim on 11.03.2015 informing that the life assured expired on 03.02.2015. The claim was repudiated on 31.03.2015 due to non disclosure of material facts regarding the health by the Deceased Life Insured (DLI) in the proposal papers. The DLI did not disclose that he was suffering from Heart Disease prior to policy issuance. The Insurance Company procured the medical records which made it clear that DLI had pre existing ailments and facts pertaining to the same were material to disclose at proposal stage to assess the risk. The deceased life assured had concealed the material information and got the Insurance. Hence, it was requested to dismiss the complaint as false and vexatious.
3. I heard both the sides, the complainant as well as the Insurance Company. During the course of hearing on 12.01.2016, the Complainant reiterated that her husband had no cardiac disease and she requested for reports/ OPD papers on which Insurance Company had relied and repudiate the claim. The Insurance Company had provided it and in second hearing on 11.02.2016 the Insurance Company reiterated that the claim was rejected on the grounds of non disclosure of past illness. They also submitted prescriptions of Sir Ganga Ram Hospital Dated 02.01.2006, 06.02.2007,5.7.2007 and of Max Heart Hospital dated 29.03.2010,6.12.2011 and health report dated 19.07.2012 which showed that DLI was

under medication for “Storvas” and “Thyronorm “ since year 2006 and “Telma” since 2011 which indicates that the complainant was suffering from Hypothyroidism and HTN. This was prior to the date of commencement of policy. The certificate by Dr. Arvind M Das, Director and HOD Cardiology, Max Hospital submitted by the claimant in the second hearing dated 11.02.2016 also showed that the Deceased Life Insured was under medication and Tab”Telma” 20 mg was prescribed. I find that life assured had concealed

the past medical history of the various illnesses. The Insurance Company had rightly rejected the claim on grounds of non disclosure. Hence, I see no reason to interfere with the decision of the Insurance Company. **Accordingly the complaint filed by the complainant is hereby dismissed.**

**In the matter of Sh. Vivek Kumar Goyal Vs HDFC Standard Life Insurance Company Ltd.**

**DATE: 17.11.2015)**

1. The complainant alleged that HDFC Life had made less payment of death claim of his wife, Smt Sarita Goyal. Who expired on 12.08.2014. The complainant’s wife purchased a policy of annual premium of Rs. 1 lac to be paid for 5 years. At the time of first request premium in April 1, 2011, she was not able to deposit Rs. 1 lac every year. The agent advised her to pay Rs. 10,000.00 annually the policy would continue and the risk cover would be same. But when Insurance Company settled the claim, they paid him, Rs. 1,75,000/- only whereas the risk cover was Rs. 9,57,692/- He requested to Insurance Company to pay balance claim to him, but Insurance Company refused to make any further payment and made payment as per revised schedule of benefit.
2. As per Insurance Company the policy was issued on the basis of duly filled and signed proposal form. DOC of the policy is 06.04.2010. The policy was delivered to the complainant but particulars are not available. The complainant raised concern.
3. I heard both the sides, the complainant as well as the Insurance Company. Considering the written and oral submissions made by the complainant as well as Insurance company. I find that the complainant’s wife Late Smt. Sarita Goyal purchased an insurance policy with sum assured of Rs. 9,57,692/- annual premium of Rs. 1 lac. The Insurance Company reiterated that on 08.01.2011. The policy holder herself requested them to reduce the premium from Rs. 1 lac to Rs. 10,000/- as she was not able to pay Rs. 1 lac every year for 5 years. Accordingly on 20.01.2011 the Insurance Company reduced the premium to Rs. 10,000/- and sum assured was reduced to Rs. 1,46,568/- after obtaining the acceptance / consent for the changed terms and conditions from late Smt. Sarita Goyal. The policy holder, Late Smt. Sarita Goyal also paid the revised premium for 2011 to 2014 and she never raised any objections regarding sum assured during her life time. The Insurance Company paid death claim as per revised terms and conditions accordingly. I see no reason to interfere with the decision taken by the Insurance Company. **Accordingly the complaint filed by the complainant is hereby dismissed.**

**In the matter of Sh. Chander Pratap Singh VS SBI Life Insurance Company Limited .**

1. The Complainant stated that his brother Lt. Sh. Harendar Pratap Singh had taken an Insurance Policy from SBI Life Insurance on 27.03.2014. His brother expired on 02.09.2014 due to sudden chest pain. He lodged death claim in the Insurance Company on 04.11.2014 and the same was investigated by Insurance Company officials by visiting his house. However he was informed on 18.02.2015 that Death claim under the policy had been repudiated. His request for reconsideration of the decision was also regretted by the Insurance Company vide their letter dated 22.05.2015. The death claim under the policy was repudiated on the ground of non signing of proposal form by the deceased Life assured and also non disclosure of material facts at the time of proposing the contract of Insurance.
2. The Insurer i.e. SBI Life Insurance in its reply dated 03.08.2015 has informed that they had received a proposal on the life of Sh. Harendra Pratap Singh vide proposal NO. 35QM546577 dated 11.03.2014 with Sum Assured of Rs. 1499000/-. In the proposal form, the DLA had replied in negative to specific Question no. 12 i.e. "DO you have any other individual life insurance policy or have you applied for one?". Based on the declaration and information furnished in the proposal form, they issued the policy bearing no. 35055960703 with DOC as 18.03.2014. The Life Assured expired on 02.09.2014. The investigation was carried out in the case and it was found that the facts were grossly misstated in the proposal form regarding the occupation and previous insurance. It was found that DLA had existing Insurance Policy with Birla Sunlife Insurance for a Sum Assured of Rs. 900000/- with DOC as 31.03.2012 and also had a history of withdrawn proposal no. 18439458 proposed to ICICI Prudential Life Insurance for a Sum Assured of Rs. 2000000/-. The details of both the policies / declined proposal were not disclosed at the time of proposing the current insurance. During investigation, it was also observed that nobody in the vicinity was aware of the address of deceased Life Assured and nobody in neighborhood stated to have heard about his death. Also no documentary evidence of DLA running mobile shop was found. On enquiring whether the deceased was attended to by any doctor at the time of his death, it was informed that they had taken him to a doctor nearby but the said doctor was not traceable. Further as per the investigation report by a Forensic expert, the signature on the proposal form, photograph, cheque instrument and PAN Card belongs to different persons. Hence in view of suspicious identity and suppression of material facts, the claim under the policy was repudiated.
3. The personal hearings in the case were held on 13.08.2015 and 14.09.2015. The Complainant was asked to submit proof regarding ownership of shop and identity of the DLA during hearing on 13.08.2015 and the next hearing was fixed on 14.09.2015. During the course of the hearing on 14.09.2015, the complainant submitted an affidavit dated 12.09.2015 on non judicial stamp paper regarding the tenancy of shop of his deceased brother as well as declaration on a plain paper from a neighbor regarding identification of DLA.

After going through written submissions, available facts and deliberations of the Complainant and Insurance Company during the hearings, I find that the DLA had not disclosed the material information regarding previous policy / declined proposal while proposing the Insurance under current policy. The Complainant could not provide any satisfactory reply / explanation regarding non identification of DLA in neighborhood as well as non existence of his mobile shop during investigation by the Insurance Company. The affidavit submitted by the claimant during hearing, states that the DLA was tenant of

shop NO. K-552, Mata Chowk, Mahipalpur, New Delhi-110037 from 2012 to 2014 and paying rent of Rs. 700/- per month. However, in the proposal form, the DLA was shown an owner of the mobile shop. The said affidavit is executed on 12.09.2015 just 2 days before the next hearing fixed for 14.09.2015 only. The Complainant could not submit any other document i.e. copy of rent agreement, rent receipts etc. to substantiate his statement. Further, the neighbor identification letter submitted during the hearing also does not bear any date etc. The DLA was only 24 yrs of age, DOB being 10.12.1991 and reported to have died due to chest pain. In the hearing, the claimant declined approaching any doctor at the time of death of the LA whereas as per the investigation report, the LA was shown to a doctor nearby, however the said doctor had now disappeared. Hence, I hold that there were suppression / inconsistencies / contradiction of material facts in the proposal form at the time of taking the Insurance Policy. The Insurance Company was justified in repudiating the claim. I see no reason to interfere with the decision of the Insurance Company. Accordingly, the complaint filed by the Complainant is disposed off.

**In the matter of Sh. Sudeep Majumdar VS SBI Life Insurance Company Limited**

**DATE: 28.10.2015**

1. The Complainant stated that he had taken a policy bearing NO.35052695703 from SBI Life Insurance Company Limited in the name of his wife Lt. Sujata Majumdar in February, 2014. He had signed the documents for the policy and had paid an amount of Rs. 49500/- towards premium under the policy. He, further, stated that at the time of procuring the policy, his wife, who was diagnosed with tuberculosis of brain, was admitted in Research & Referral Army Hospital, Delhi. He had informed the said facts to the agents of SBI Life, however they went on to fill the forms without mentioning the same and he signed the form. His wife expired on 05.03.2014 and he informed the same to the insurer. He requested the insurer to terminate the policy and refund the initial premium collected by them. However, his request was rejected by the insurer vide their letter dated 25.06.2014. The insurer informed that the material facts pertaining to disease of the Life Assured i.e. suffering from Tuberculosis and Lung disease were not disclosed at the time of signing the contract of insurance. Hence, the death claim is repudiated.
2. The Insurer i.e. SBI Life Insurance in its reply dated 08.09.2015 has informed that deceased LA Ms. Sujata Majumdar had applied for SBI Life – Shubh Nivesh-Endowment Plan Insurance Policy vide proposal no. 35QM707109 dated 16.02.2014. On the basis of information furnished in the proposal form and relying on that, the proposal form was accepted and insurance policy was issued bearing NO. 35052695703 with DOC as 20.02.2014. The policy resulted in claim in just 13 days i.e. LA expired on 05.03.2014. As per summary of Army Medical Hospital, the DLA was admitted in Hospital on 30.01.2014 and was diagnosed with Disseminated Tuberculosis and also suffered from Lt. Hemi paresis. As such DLA was under treatment prior to the date of signing the proposal form. The DLA was under treatment till the date of death treatment till the date of death i.e. 05.03.2014. Therefore, there is suppression of material facts

by the DLA and the claim under the policy was repudiated on legal and valid grounds. The complainant made a representation which was forwarded to Claims Review Committee. However, the claim repudiation decision was upheld by the CRC and the same was conveyed to the Complainant vide their letter dated 25.09.2014.

3. I heard both the sides, the Complainant and the Insurance Company. After considering the written as well as oral submissions of the complainant and representative of the insurance company, I find that the proposal form under the policy was signed on 16.02.2014. The Husband of the deceased Life Assured, who is also the Complainant, had stated that he had signed the documents under the policy as proposer and his wife as Life Assured. The Complainant himself had signed the declaration under point no. 18 of the proposal form which states that "I hereby declare that the foregoing statements and answers have been given by me after fully understanding the questions and the same are true and complete in every manner and that I have not withheld any information. Further I have not provided false information in reply to any questions..... ". Though, the Complainant submitted that the agent had filled the forms and he had informed him of his wife being hospitalized for tuberculosis of the brain but the agent had not done so. I find that the complainant, a Commander in the Indian Navy and being a prudent person should have read the documents and if there were aberrations in the form, he could have informed the Insurance Company. The signature of the DLA as Life Assured does not match with the signature available on the copy of the Pan Card submitted at the time of procuring the policy. The Insurance Company submitted the copy of the Pan Card in respect of DLA in support of their statement. The signature of the DLA on the proposal form is different from her signature on the Pan card. The DLA was hospitalized from 30.01.2014, proposal forms and other documents were signed on 16.02.2014 and death occurred on 05.03.2014. The Complainant himself admitted that he had signed the documents under the policy. Hence, there was suppression of material facts by the proposer / DLA at the time of procuring the policy. I see no reason to interfere with the decision of the Insurance Company. Accordingly, the complaint filed by the Complainant is disposed off.

**In the matter of Ms. Veena Devi Vs Life Insurance Corporation of India**

**Award DATE: 23.02.2016**

1. The complainant alleged non-payment of death claim on the life of her husband Late Sh. Vinod Kumar Sahu under policy nos. 333612521, 333612415 and 333612513.
2. The Insurance Company vide letter dated 07.01.2016 had stated that all the policies no. 333612521, 333612415 and 333612513 had been issued on 27.02.2012 and the first unpaid premium due was 27.08.2013. As per FIR No. 65 dated 01.02.2014, the deceased life assured met an accident on 01.02.2014, at 07:25 A.M. at Mahipalpur, Gurgaon Road and taken to AIIMS Trauma Centre, where he was declared "brought dead". As per claimant statement (claim form 3783-A), the claimant had also mentioned the cause of death of deceased life assured due to accident, Date of Death 01.02.2014 and exact time of death 07:25 A.M. However, the unpaid premiums due on 08/2013 were deposited at the cash counter of Branch Office in cash amounting of Rs. 5,031.50 on 01.02.2014 at 12:19 P.M. under all the policies i.e. after the death of assured. As on date of the death the policy was in lapsed condition as the deceased life assured had not paid the due premium i.e. 27.08.2013 within grace period of 30days from the due date. The last due premiums due on 27.08.2013 under all the three policies were paid on 01.02.2014 at 12:19 P.M. on the day of death of life assured. The life assured had already died early in the morning on the same day i.e. 01.02.2014. As per the terms and conditions of the policy, if the premium is not paid before the expiry of days of grace, the policy would lapse. Hence, nothing was payable under this case being lapsed status of the policy.

3. I heard both the sides, the complainant as well as the Insurance Company. The complainant alleged non-payment of death claim on the life of her husband Late Sh. Vinod Kumar Sahu under policy nos. 333612521, 333612415 and 333612513. She further stated that they had given the premium to the agent Sh. Inder Mohan Jha before the death of the DLA who seems to have delayed the payment. The Insurance Company reiterated the written submissions dated 07.01.2016 that as on the date of death, the policy was in lapsed condition as the deceased life assured had not paid the due premium i.e. 27.08.2013 within grace period of 30days from the due date. The last due premiums due on 27.08.2013 under all the three policies were paid on 01.02.2014 at 12:19 P.M. on the day of death of life assured whereas he had already died at 7:25 A.M. in the morning on the same day i.e. 01.02.2014. As per the terms and conditions of the policy, if the premium was not paid before the expiry of days of grace, the policy lapses. Hence, nothing is payable under this case being lapsed status of the policy.

During the course of hearing, the complainant was directed to contact the agent Mr. Jha (Mob. No. 8745494881) and who confirmed having received the payment on 31.01.2014. The agent further stated on telephone that he deposited the amount on the next day i.e. on 01.02.2014 not knowing that the Life Assured had already expired. The Life Assured was a driver earning Rs. 10,000/- per month. Looking at the pecuniary condition of his survivors i.e. wife and small child and also the fact that they had given the premium to the agent before the unfortunate incident, I take a lenient view and order that an Ex-gratia payment of death claim equal to 75% of Sum Assured under policies no. 333612521, 333612415 and 333612513 be made to the complainant due to the untimely death of the her husband. **Accordingly an Award is passed with the direction to the Insurance Company to make an Ex-gratia payment of death claim equal to 75% of Sum Assured under policies no. 333612521, 333612415 and 333612513 to the complainant.**

**In the matter of Sh. Suresh Kumar Vs Life Insurance Corporation of India**

**DATE: 23.10.2015**

1. The complainant alleged regarding non- payment of death claim on the life of his Wife Late Smt. Kish Kumari under policy no. 334135428 by Life Insurance Corporation of India.
2. The Insurance Company vide letter dated 10.09.2015 stated that the proposal No.24730 dated 12.03.2014 was registered on 20.03.2014 and policy No. 334135428 was issued Fvg. Smt. Kish Kumari on 20.03.2014 under plan 820-20 for sum assured Rs. 100,000/-. The policy was back dated to 01.04.2013 and two Hly premiums (Due 04/2013 and 10/2013) were deposited at the time of taking the policy on 20.03.2014. Moreover DLA died on 05.05.2014 within 46 days from the date of completion of policy on 20.03.2014 and the cause of death is Lung Cancer. As on date of the death, the policy was in lapsed condition as the deceased life assured had not paid the due premium i.e. 01.04.2014 within the grace period of 30 days from the due date. As per term and condition of the policy if the premium is not paid before the expiry of the days of grace, the policy becomes lapsed. Hence, nothing is payable under this case being lapsed status.
3. I heard both the sides, the complainant as well as the Insurance Company. The complainant complained regarding the non-payment of death claim on the life of his wife Late Smt. Kish Kumari under policy no. 334135428. The Insurance Company stated that as on the date of death (05.05.2014) the policy was in lapsed condition as the Diseased Life Assured (DLA) had not paid the premium due on 01.04.2014 within the grace period of 30 days from the due date. Hence nothing is payable under the policy as per the terms and conditions of the policy. Moreover DLA died on 05.05.2014 within 46 days from the date of completion of policy on 20.03.2014 and the cause of death is Lung Cancer. As per Medical Attendant's Certificate (form No. 3784) issued by HOD, Pulmonary Medicine, ESI Hospital Rohini, she was taking treatment in ESI Hospital Basaidarapur, Delhi before they were consulted. The Insurance Company further mentioned that the occupation of the proposer in the proposal form dated 12.03.2014 was mentioned as Self Employed (Tailoring) with annual income of Rs. 65000/- whereas in the claim form 3783-A submitted by the claimant, the occupation of the DLA has been mentioned as Housewife. In case of Married Women (housewife), husband's insurance becomes mandatory. As per the proposal form the husband did not have any policy and hence she was not eligible for insurance. Hence, DLA obtained the insurance policy with Malafide intention and concealed the material facts at the time of affecting the assurance. The Insurance Company reiterated that as per the terms and conditions of the policy, if the premium is not paid before the expiry of days of grace, the policy lapses. Hence, nothing is payable under this case being lapsed status. Since the policy was lying in the lapsed condition and nothing is payable under the policy as per the terms and conditions of the policy, I see no reason to interfere with the decision of the Insurance Company. **Accordingly the complaint filed by the complainant is hereby dismissed.**

**In the matter of Mr. Chakresh Jain Vs Life Insurance Corporation of India.**

**DATE: 31.12.2015.**

1. The complainant alleged non-payment of additional Sum Assured (SA) on the life of Smt. Charu Jain under policy no. 120148470 who expired on 14.10.1995. He further stated that the death claim was accepted and the Sum Assured of Rs. 1.0 lac only was paid by LIC on 09.09.1997. The Survival Benefits accruing in the year 2009, 2010, and 2011 as well as the Maturity Bonus Payments accruing in 2012 were also duly paid by LIC. However, the additional sum assured specified under special provisions was neither paid at the time of admission of claim nor anytime thereafter during all these years, inspite of his repeated requests though the same had been paid under another policy no. 120331952 dated 03.02.1995 also issued in the name of Late Smt. Charu Jain issued under the same plan. The complainant requested the payment of additional sum assured of Rs. 1 lac along with compound interest and compensation for physical and mental sufferings (total Rs. 15.64 lacs).
2. The Insurance Company vide their letter dated 23.10.2015 had stated that the death claim, Maturity Claim and fixed benefits claim as per the terms and conditions of the policy had already been paid. As regards the DAB claim, the company had stated that the policy no. 120148470 was accepted at OR (Ordinary Rate) without accident benefit and no premium for Accident Benefit was charged from the policy holder under policy no.120148470. As per policy status, no AB opted/No premium charged, No EDDBA (status report enclosed). Full and final payment had already been done in the policy no. 120148470. Under policy no.120331952 Sum Assured of Rs. 1 lac + Rs. 1 lac Additional Sum Assured was paid as AB was opted in this policy.
3. I heard both the sides, the complainant as well as the Insurance Company. During the course of hearing, the complainant stated that under policy no. 120148470 the additional sum assured specified under special provisions was neither paid at the time of admission of claim nor anytime thereafter during all these years, in spite of his repeated requests though the same had been paid under another policy no. 120331952 dated 03.02.1995 also issued in the name of Late Smt. Charu Jain issued under the same plan. The Insurance Company official stated that the additional Sum Assured equal to sum assured specified under special provision has already been paid on 18.11.1996 under policy no. 120148470. Fixed benefit payable @ 25 % of basis sum assured as per the terms and conditions of the policy were also paid on 1/2009, 1/2010 and 1/2011. Maturity claim with bonus for full term on full sum assured amounting of the policy was also paid on 1/2012 to the nominee of the policy. So all the payments as per the terms and conditions had been made to the complainant under policy no. 120331952. The policy no. 120148470 was accepted at ordinary rate without accident benefit and no premium for accident benefit was charged from the policy holder. The difference in payments could also be verified from the policy bonds of both the policies. The policy bond of policy no. 120331952 clearly show the plan as Jeevan Chaaya Plan with profits (with accident benefit) whereas the policy bond of policy no. 120148470 show the plan as Jeevan Chaaya Plan with profits only. There is no endorsement of with accident benefit on the policy bond of 120148470. Since all the payments as per the special provisions have already been made by the Insurance Company under the policy no. 120148470, I find no reason to interfere with decision of Insurance Company, **the complaint filed by the complainant is hereby dismissed.**

**In the matter of Mr. Zafar Ismail Vs Life Insurance Corporation of India**

**DATE: 29.01.2016**

1. The Complainant alleged non-payment of death claim on the life of his wife Late Dr. Fozia Turk under policy no. 225534230 for sum assured of Rs. 5 lac, with date of commencement (DOC) as 09.03.2012
2. The Insurance Company stated vide letter dated 06.10.2015 that the claim was repudiated on 15.01.2014 on the ground of suppression of material facts regarding ill health and medical leave due to sickness availed before proposal by the Deceased Life Assured (DLA). DLA died of 31.07.2012 just after 4 months and 22 days from the date of commencement (DOC) on 09.03.2012. The Insurance Company further stated that as per Discharge Summary of Sher- I Kashmir Institute of Medical Science, Soura, Srinagar dated 02.06.2012, DLA got treatment at above hospital from 19.05.2012 to 02.06.2012 and she had been suffering from Mixed Connective Tissue Disorder (MCTD) with TB and watery Diarrhoea since three months which was prior to the date of proposal form. These facts were not disclosed at the time of filling the proposal form for the policy no, 225534230. The decision of repudiation was upheld by ZO CDRC Committee also.
3. I heard both the sides, the complainant as well as the Insurance Company. During the course of hearing, the complainant stated that his wife Dr. Fozia Turk had joined ITBP as Assistant Commandant (Medical Officer) in January, 2011. Before joining Armed forces as Medical Officer, any doctor had to go through vigorous medical examination and physical fitness test. She was also selected in BSF as Medical Officer vide letter dated 13.04.2012 after Medical Examination. The repudiation of death claim due to Mixed Connective Tissue Disorder with TB by Insurance Company is fully baseless. The Insurance Company stated that the claim was repudiated due to the concealment of material facts regarding previous illness of Deceased Life Assured (DLA). As per the discharge summary of Sher-I-Kashmir Institute of Medical Science, she was known case of Mixed Connective Tissue Disorder (MCTD) with small bowl type, nonbloody, voluminous, watery diarrhea since 3 months which was before the date of proposal for the insurance policy. DLA had also availed medical leave from 18.06.2011 to 01.07.2011 for 14 days before the date of proposal due to her illness of Uterine Bleeding (DUB) and taken treatment from Bal and Mahila Chikitsalya Prasuti Grainia, Lucknow. Even on the day of proposal for insurance i.e. 09.03.2012, she was on leave. After taking the policy she was continuously on leave since 12.04.2012 till the date of her death. As per letter dated 07.05.2012 of Director General BSF it was stated that with reference to Dr. Fozia Turk letter dated 24.04.2012 her application for extension had been sympathetically considered by competent authority and directed to join on or before 30<sup>th</sup> June 2012. She was continuously on leave since 12.04.2012. As per death certificate of Yashoda Super Speciality Hospital DLA died on 31.07.2012 and was on treatment of MCTD with disseminated kochs on AKTG with duration of illness 4-5 months which was before the date of proposal/inception of the policy. She had taken the policy on 09.03.2012 without disclosing the material fact regarding her illness and medical leave before the date of proposal. I find no reason to interfere with decision of Insurance Company, **the complaint filed by the complainant is hereby dismissed.**

**In the matter of Mr. Jagdish Vs Life Insurance Corporation of India**

**DATE: 21.03.2016**

1. The complainant alleged less payment of death claim on the life of his wife Late Smt. Kamlesh under policy no.-115368809. He stated that the policy is of Rs.5 lacs but LIC had paid Rs.1 lac. He wanted the payment of balance amount of Sum Assured.
2. The Insurance Company vide letter dated 17.03.2016 had stated that the policy no. 115368809 had been issued under plan 149 for sum assured of Rs.5,00,000/-with date of commencement as 15.02.2008. The Deceased Life Assured (DLA) had died on 24.02.2011 due to primary cause as CRF on Haemodialysis and secondary cause as Sepsis in Tirath Ram Shah Hospital, Civil Lines Delhi. The claim was repudiated by Competent Authority on 27.08.2011 for non-disclosure of material facts on account of Age, occupation and educational qualification. DLA had made deliberate mis-statements and withheld material information at the time of effecting the policy. DLA has stated that she was a self employed person at the time of taking the policy whereas she was working as a part time temporary sweeper with MCD. The age of DLA was mentioned as 34 years and no age proof was submitted at that time of taking Proposal. Where as it should have been 41 years as on the date of proposal as per the voter's Id card. The claimant could not submit standard age proof. As per proposal form DLA was graduate where as she was 8<sup>th</sup> pass only.

The decision of repudiation of death claim was upheld by ZO-CDRC also. The case was referred to CO CDRC and the Claim was admitted for Rs.1,00,000/- on Ex gratia basis , being the maximum sum assured allowed with non standard age proof in this case and the amount was paid on 29.01.2016 through NEFT.

3. I heard both the sides, the complainant as well as the Insurance Company. During the course of hearing the complainant stated that the policy no-115368809 on the life of his wife Late Smt. Kamlesh was of sum assured of Rs.5 lacs but LIC had paid Rs.1 lac. The Insurance Company re-iterated the written submission dated 17.03.2016 that the claim was repudiated by Competent Authority on 27.08.2011 for non-disclosure of material facts on account of Age, Occupation and Educational Qualification. DLA has stated that she was a self employed person at the time of taking the policy whereas she was working as a part time temporary sweeper with MCD. The age of DLA was mentioned as 34 years and no age proof was submitted at that time of taking Proposal. Where as it should have been 41 years as on the date of proposal as per the voter's Id card. The claimant could not submit standard age proof. As per proposal form DLA was graduate where as she was 8<sup>th</sup> pass only. The Insurance Company further stated that the decision of repudiation of death claim was upheld by ZO-CDRC also. The case was referred to CO CDRC and the Claim was admitted for Rs.1,00,000/- on Ex gratia basis , being the maximum sum assured allowed with non standard age proof in this case and the amount was paid on 29.01.2016 through NEFT. I find that this is a case of non-disclosure of Age, Occupation and Educational Qualification and the policy would have been issued for maximum sum assured of Rs.1 lac allowed with non standard age proof and LIC had already made a payment of Rs. 1 lac through NEFT on 29.01.2016. I see no reason to interfere with the decision of the Insurance Company. **Accordingly the complaint filed by the complainant is hereby dismissed.**

**In the matter of Mrs. Darshan Kaur Vs Life Insurance Corporation of India**

**DATE: 28.03.2016**

1. The complainant alleged non-payment of Death claim on the life of her husband Late Sh. Ranjit Singh under policy no. 256387333.
2. The Insurance Company vide letter dated 15.02.2016 had stated that the death claim under policy no. 256387333 had not yet been settled by them due to the fact that the Investigation Report was to be submitted by an official out of their zone. On receipt of Investigation Report they found that sick leaves were taken by the Deceased Life Assured (DLA) from 30.11.2012 to 29.12.2012 (30 days) which was before the date of revival i.e. 05.10.2013. This was a clear case of concealment of material facts regarding his health by DLA at the time of revival of his policy. To decide the death claim, they had written letter to the claimant on 26.12.2015 and 22.01.2016 to submit the copies of Medical Certificate submitted by DLA while availing sick leave from 30.11.2012 to 29.12.2012 and any other treatment paper during the years 2011 to 2013 but till date they had not received the same. The Insurance Company further submitted that, the death claim would be settled on receipt of the required documents.
3. I heard both the sides, the complainant as well as the Insurance Company. During the course of hearing, the complainant alleged non-payment of Death claim on the life of her husband Late Sh. Ranjit Singh under policy no.256387333. The representative of Insurance Company stated that to decide the death claim, they would need the copies of Medical Certificate submitted by DLA while availing sick leave from 30.11.2012 to 29.12.2012 and other treatment papers, if any during the years 2011 to 2013 but till date they had not received the same. Subsequent to the personal hearing, the Insurance Company vide email dated 28.03.2016 stated that they had settled the Death Claim on the life of Late Sh. Ranjit Singh and paid an amount of Rs.570560/-on 22.03.2016 through NEFT to the complainant. Since the complaint is already resolved by the company, **the complaint filed by the complainant is hereby dismissed.**

**CASE OF Ms. Kuldeep Kaur Vs ICICI Prudential Life Insurance Co. Ltd**  
**CHD-L-021-1415-1900**

**Order Dated: - 13.10.2015**

**(Death Claim)**

**Facts:-** On 27.01.2015, Ms. Kuldeep Kaur had filed a complaint against ICICI Prudential Life Insurance Company Ltd about a non releasing of insurance death claim of her husband Shri Madan Lal who had purchased policy from ICICI Prudential Life Insurance Company bearing Number 18240974 on 29.11.2013. Unfortunately, he died on 30.11.2013. Being nominee Ms. Kuldeep Kaur lodged a death claim on 25.02.2014, which was declined on a pretext of a non-disclosure of material fact that life assured was suffering from blood sugar, high blood pressure and other heart related disorders. Hence, feeling aggrieved, she had approached this office to seek justice.

**Findings:-** The insurer clarified that the policy bearing number 18240974 was bought on 29.11.2013 through online platform alongwith a duly signed customer declaration form for policy term of 15 years. Then, Shri Madan Lal died on 30.11.2013 the very next day of the purchase of policy. In this connection, the claim was rejected on the grounds of non-disclosure of material fact that he was suffering from **blood sugar, high blood pressure and other heart related disorder** for which he obtained treatment from SGL Charitable Hospital, Jalandhar from 25.11.2013 to 29.11.2013. This fact was not disclosed by him while answering to relevant questions in the proposal form.

**Decision:-** There is no deficiency in service on the part of the company. In fact, Shri Madan Lal suppressed the fact that he was under treatment for Heart Related Disease for which he was under hospitalization while proposing for the policy and indicating relevant health details. Moreover, Medical history and health condition is a vital information for underwriting of an insurance policy and an assessment of mortality risks. Keeping in view this factual position, **the complaint is dismissed.**

**CASE OF Ms. Saroj Bala V/S Kotak Insurance Company Ltd.**  
**COMPLAINT REF: NO: CHD-L-026-1516-0778**

**Order dated 29.10.2015,**

**(Death Claim)**

**Facts:** On 28.07.2015, Ms. Saroj Bala had filed a complaint in this office against Kotak Life Insurance Company about the purchase of a policy on 14.02.2014 bearing number 02879884 for an annual premium of Rs. 44,327/= although he was not in good health to be given a policy. Then, in February, 2015, he could not deposit premium due to ill health and on 09.03.2015 requested for a procedure to get the first premium refunded as he was in urgent need of funds. Shri Jatinder Kumar passed away on 08.04.2015 and the death claim was denied as the policy had lapsed without acquiring any paid up value.

**Findings:** Ms. Preet Kamal said that her father Shri Jatinder Kumar was forced by some agents into purchasing four insurance policies in February, 2014. Being under depression and not very educated, he could not understand that he was being deceived. Out of these 4 policies, one was in his own name and remaining three in the name of his relatives. Then, in February, 2015, his son-in-law Shri Rahul Bansal sent an email to the Company requesting to know the procedure for getting a premium refund as they were not in a financial condition to pay the premiums. However, he did not get any reply to any of the three emails sent on 09.03.2015, 17.03.2015 and 30.03.2015. Eventually, they could not pay the subsequent premium. Subsequently, on 10.04.2015, Shri Jatinder Kumar passed away and the Company refused to pay the claim as the policy was lapsed. In fact, the Company did not reply during the grace period due to which the policy lapsed.

The representative of the Company informed that the policy bearing number 2879884 was purchased on 14.02.2014 for an yearly premium of Rs. 45,001/=. In March, 2015, the policy lapsed due to non-payment of premium. At the time of claim i.e. in April, 2015, the policy was lapsed without acquiring any surrender value. Hence, death claim was not payable. However, on humanitarian grounds, the Company, being a customer-centric organization offered to refund the premium of Rs. 45,001/=.

The offer of the Company for refund of premium was conveyed to Ms. Preet Kamal through email but she has not accepted the offer.

**Decision:** In view of the copies of 4 policies produced by Ms. Preet Kamal, it is evident that Shri Jatinder Kumar was sold 4 policies on the same day. The OPD records of Max Hospital also suggest that Shri Jatinder Kumar was undergoing a treatment at the time of buying the policy. However, there is no dispute regarding signatures on the proposal form. Hence, he was fully aware that he was required to pay regular premiums to enjoy a continuous life cover. On the other hand, the Company has not mentioned anywhere on the covering letter that a copy of the proposal form is being enclosed with the policy document. Secondly, the Company did not respond to any of the three emails sent by Shri Rahul Bansal in March, 2015. Still, the fact is that the policy was lapsed as on the date of claim and hence, death claim is not payable. In view of these facts and, the offer of refund of premium extended by the Company is reasonable.

Hence, an award is passed with a direction to the insurance company to cancel the policy 2879884 since inception and refund the premiums collected therein without an interest or deduction of any charges.

**Case of Shri Mohit Attri V/S SBI Life Insurance Company Ltd.**  
**Case No.: CHD-L-041-1516-0823**

**Order dated 29.01.2016**

**Ex-gratia award**

- 1.Facts :** On 10.08.2015, Shri Mohit Attri had filed a complaint in this office against SBI Life Insurance Company about an insurance cover taken by his brother on 18.11.2011 under SBI Life Shubh Nivesh Policy with Qly. Mode for a term of 15 years. After his death on 24.10.2014 when a claim was lodged and all the requirements were submitted, the company rejected the claim giving reasons that the policy was lapsed on account of non-payment of premium due 18.08.2014. Therefore, feeling aggrieved, he has approached this office to seek justice.
- 2.Findings:** The representative of the company explained that the policy was entrusted on the basis of details furnished in signed proposal form and documents were delivered to the policyholders. However, on the date of death of the life assured the policy was in lapsed condition so the company had repudiated the claim as per rules.
- 3. Decision:** Held that there is no deficiency of service on the part of insurance company. In fact, the company had repudiated the claim as per rules. Moreover, as the premiums were not paid for three years, no paid up value was acquired under the policy. So nothing can be paid as per rules. Even then, as Smt. Sudershana, a widow is a clerk in a school and left with a son, Shri Mohit Attri, for whose study she had taken loan and considering her poor financial condition, company is directed **to pay an ex-gratia amount of Rs. 30000/- as full and final settlement under this policy.**