

**PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Ahmedabad**  
**(State of Gujarat and Union Territories of Dadra and Nagar Haveli and Daman and Diu.)**  
**(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)**

**Ombudsman Name : C. VIKAS RAO**

**CASE OF COMPLAINANT - ARNEST MOHANBHAI CHRISTIAN**

**VS**

**RESPONDENT: Exide Life Insurance Company Ltd.**

**COMPLAINT REF: NO: AHD-L-025-2324-0002**

**AWARD NO:IO/AHD/R/LI/0002/2023-2024**

<b>1.</b>	<b>Name &amp; Address Of The Complainant</b>	ARNEST MOHANBHAI CHRISTIAN 18, ANUPAM SOCIETY, MOUNT CARMEL METHODIST CHURCH, CTM, AMRAIWADI						
<b>2.</b>	<b>Type Of Policy:</b> Life <b>Policy Details:</b>							
	<b>Policy Number</b>	<b>Sum Assured</b>	<b>From Date</b>	<b>To Date</b>	<b>DOC</b>	<b>Premium</b>	<b>Policy Term</b>	<b>Paying Term</b>
	03921875	300000			11-Jan-2019	30000	15/Annual	10
<b>3.</b>	<b>Name of insured</b>	ARNEST MOHANBHAI CHRISTIAN						
<b>4.</b>	<b>Name of the insurer/broker</b>	Exide Life Insurance Company Ltd.						
<b>5.</b>	<b>Date of receipt of the Complaint</b>	09-Mar-2022						
<b>6.</b>	<b>Nature of Complaint</b>	Wrong Rejection						
<b>7.</b>	<b>Amount of Claim</b>	238921.00						
<b>8.</b>	<b>Date of Partial Settlement</b>	23-Jun-2021						
<b>9.</b>	<b>Amount of relief sought</b>	238921						
<b>10.</b>	<b>Complaint registered under Insurance Ombudsman Rules 2017</b>	Rule 13(1)(b) — any partial or total repudiation of claims by an insurer						
<b>11.</b>	<b>Date of hearing</b> <b>Place of hearing</b>	20-Apr-2023 Ahmedabad						
<b>12.</b>	<b>Representation at the hearing</b>							
	<b>a)For the Complainant</b>	Mr. Arnest Christian (Nominee)						
	<b>b)For the Insurer</b>	Mr. Rakim Chowdhury						
<b>13.</b>	<b>Complaint how disposed</b>	Award						

**Brief Facts of the Case:**

Complainant's Wife Mrs. Jenetben Johnbhai Christian covered under Exide Life Secured Income Insurance Policy ,Sum Insured Rs.3,00,000/- with Option A-Lumpsum ,Policy Commencement date 11.01.2019.She died on 11.04.2021 due to Covid -19 Pneumonia .Respondent Insurance Company repudiated Death Claim stating Life Insured has pre-existing medical condition which was not disclosed at the time of issuance of policy on ground of non-disclosure of pre-existing medical condition.

**Contention of the complainant:**

**Contention of the Respondent:**

**Observation and conclusions:**

The Respondent Exide Life Insurance Co.Ltd.( Now HDFC Life Ins.Co.Ltd.). has agreed to pay Death Claim Amount (Sum Assured) after deduction of the Premium ofRs.90,000/- which has already refunded to the Claimant under the policy to the above Complainant(Nominee) in full and final settlement of the liability for the subject claimand the Complainant has agreed to withdraw the Complaint to be heard beforeHon'ble Insurance Ombudsman, Ahmedabad.

Condition: Complainant will not raiseany Complaint in future for the same amount as mentioned under above Complaint.

Therefore, in view of attached e-mailsreceived from both the parties, we will treat the Complaint as resolved andtake necessary action in CMS for closure.

AuthorizedRepresentatives for the Complaint no - AHD-L-025-2324-0002

Mr. Arnest Christian 18, ANUPAM SOCIETY, MOUNT CARMEL METHODIST CHURCH, CTM, AMRAIWADA Email:arnest992@gmail.com	Mr. Raktim Chowdhury Dy. Manager Legal HDFC Life Ins. CoLtd. Email:raktim.chowdhury@hdfclife.com
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Email from the Representative of the Insurer	20.04.2023 ( at 15:14 PM)
Letter received from the Complainants	21.04.2023 ( at 13.15 PM)

**Recommendation under Rule 16 of Insurance Ombudsman Rules 2017 (as amended from time to time)**

**COMPLAINT REF: NO: AHD-L-025-2324-0002**

Respondent is hereby ordered to pay Death Claim Amount (Sum Assured) after deduction of the Premium of Rs.90,000/- which has already refunded to the Complainant and inform the payment details to this office within 10 days. The Complaint stands disposed of accordingly.

**AWARD NO:IO/AHD/R/LI/0002/2023-2024**

**Date:21/Apr/2023**

**INSURANCE OMBUDSMAN**

**Ahmedabad**

**PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Bhopal**  
**(State of Madhya Pradesh & Chattisgarh)**  
**(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)**  
**Ombudsman Name : RAVINDRA MOHAN SINGH**  
**CASE OF COMPLAINANT - Jagdish Dhangar**  
**VS**  
**RESPONDENT: Bharti AXA Life Ins. Co. Ltd.**  
**COMPLAINT REF: NO: BHP-L-008-2223-1314**  
**AWARD NO:IO/BHP/A/LI/0021/2023-2024**

<b>1.</b>	<b>Name &amp; Address Of The Complainant</b>	Jagdish Dhangar H.No. 322, Ward No. 12 Post- Panpur, Teh- Mandasaur						
<b>2.</b>	<b>Type Of Policy:</b> Life <b>Policy Details:</b>							
	<b>Policy Number</b>	<b>Sum Assured</b>	<b>From Date</b>	<b>To Date</b>	<b>DOC</b>	<b>Premium</b>	<b>Policy Term</b>	<b>Paying Term</b>
	501-8810753	0				0		
<b>3.</b>	<b>Name of insured</b>		Vikash Dhankar					
<b>4.</b>	<b>Name of the insurer/broker</b>		Bharti AXA Life Ins. Co. Ltd.					
<b>5.</b>	<b>Date of receipt of the Complaint</b>		14-Feb-2023					
<b>6.</b>	<b>Nature of Complaint</b>		Non payment of death claim					
<b>7.</b>	<b>Amount of Claim</b>		0.00					
<b>8.</b>	<b>Date of Partial Settlement</b>							
<b>9.</b>	<b>Amount of relief sought</b>		985625					
<b>10.</b>	<b>Complaint registered under Insurance Ombudsman Rules 2017</b>		Rule 13(1)(b) — any partial or total repudiation of claims by an insurer					
<b>11.</b>	<b>Date of hearing</b>		24-Apr-2023					
	<b>Place of hearing</b>		Bhopal					
<b>12.</b>	<b>Representation at the hearing</b>							
	<b>a)For the Complainant</b>		Mr Virendra Dhangar, Son of complainant over WebEx App					
	<b>b)For the Insurer</b>		Mr Mitesh Pabari over WebEx App					
<b>13.</b>	<b>Complaint how disposed</b>		Allowed					

**Brief Facts of the Case:**

The complainant has stated that above payment of death claim was intimated to the Mandsaur office Company but Company has rejected stating that at the time of taking policy life assured had taken some other policies from other insurer which were not disclosed by the Life Proposed.

**Contention of the complainant:**

He has requested to the forum for payment of death claim.

**Contention of the Respondent:**

**Observation and conclusions:**

During hearing the complainant submitted that his brother, Mr Vikash Dhangar had taken above policy from respondent company in 2019. He further stated that at the time of taking the policy, Branch Manager and Agent had visited them and they were informed that he was having one earlier policy of another company. He submitted that his brother died on 18.06.2019 and after that they had lodged death claim with the Company. But the claim was rejected by the company on the ground of non disclosure of other insurance cover. He therefore appealed to this forum for redressal of his grievance.

On their turn respondent company submitted that they are yet to decide the case and that investigation was done prior to receipt of claim and policy was cancelled, but no communication was sent to complainant. He further stated that post death of life assured, company had received claim intimation and that they are in the process of investigating the case and hence sought another 10-15 days time to inform us the outcome of the investigation.

The case was therefore scheduled for hearing on 08.05.2023.

I have heard both the parties and carefully gone through the documents available in the file. Prior to hearing, respondent company had not submitted their SCN in the instant complaint. However, post hearing, respondent company vide their email dated 25.04.2023 have informed that the company is ready to settle the matter by paying the sum assured amount. In view of foregoing, complaint is liable to be allowed.

**AWARD**

**COMPLAINT REF: NO: BHP-L-008-2223-1314**

**The complaint filed by Mr Jagdish Dhangar is allowed with directions to respondent company to pay the sum assured under the policy No.50x-xxx0753 to the complainant within 15days from the date of receipt of this Award.**

**AWARD NO:IO/BHP/A/LI/0021/2023-2024**

**Date:26/Apr/2023**

**INSURANCE OMBUDSMAN**

**Bhopal**

**PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Bhopal**  
**(State of Madhya Pradesh & Chattisgarh)**  
**(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)**  
**Ombudsman Name : RAVINDRA MOHAN SINGH**  
**CASE OF COMPLAINANT - Annu Chauhan**  
**VS**  
**RESPONDENT: PNB Metlife India Ins. Co. P. Ltd.**  
**COMPLAINT REF: NO: BHP-L-033-2223-1428**  
**AWARD NO: IO/BHP/A/LI/0026/2023-2024**

<b>1.</b>	<b>Name &amp; Address Of The Complainant</b>	Annu Chauhan C/o Mr Arjun Chauhan, Diagonmali Jagakhedi							
<b>2.</b>	<b>Type Of Policy:</b> Life <b>Policy Details:</b>								
		<b>Policy Number</b>	<b>Sum Assured</b>	<b>From Date</b>	<b>To Date</b>	<b>DOC</b>	<b>Premium</b>	<b>Policy Term</b>	<b>Paying Term</b>
		22797851	0				0		
		22696007	0				0		
<b>3.</b>	<b>Name of insured</b>	Arjun Chouhan							
<b>4.</b>	<b>Name of the insurer/broker</b>	PNB Metlife India Ins. Co. P. Ltd.							
<b>5.</b>	<b>Date of receipt of the Complaint</b>	10-Mar-2023							
<b>6.</b>	<b>Nature of Complaint</b>	Non payment of death claim							
<b>7.</b>	<b>Amount of Claim</b>	0.00							
<b>8.</b>	<b>Date of Partial Settlement</b>								
<b>9.</b>	<b>Amount of relief sought</b>	2009062							
<b>10.</b>	<b>Complaint registered under Insurance Ombudsman Rules 2017</b>	Rule 13(1)(b) — any partial or total repudiation of claims by an insurer							
<b>11.</b>	<b>Date of hearing</b> <b>Place of hearing</b>	21-Apr-2023 Bhopal							
<b>12.</b>	<b>Representation at the hearing</b>								
	<b>a) For the Complainant</b>	Mrs Annu Chauhan and Mr Munna Chauhan, brother of complainant over WebEx App							
	<b>b) For the Insurer</b>	Ms Priya Dwivedi, Deputy Manager Legal over WebEx App							
<b>13.</b>	<b>Complaint how disposed</b>	Dismissed							

**Brief Facts of the Case:**

The complainant has stated that above policies were issued to her husband by the PNB Metlife on 03.11.2018 and 09.02.2019 respectively. Her husband died on 13.07.2019 after 5 months of 2<sup>nd</sup> policy. After death intimation was given for payment of death claim, company rejected death claim stating suppression of material facts prior to taking policy.

**Contention of the complainant:**

She further stated that all the documents were provided whatever they sought and all the investigations were done at the time of taking policy but she don't know why the claim has been rejected. She has requested to the forum for payment of death claim.

**Contention of the Respondent:**

The respondent in their SCN have stated that the above said policies obtained fraudulently by deceased life assured, he had not disclosed the essential facts at the time of obtaining the questioned policies (Proposal stage). Late Mr Arjun Chouhan after completely understanding the terms and conditions of above policies and product had voluntarily applied to get the said insurance policies by filling up the proposal forms. Policy Nos.22xx6007, 22xx7851 for a sum assured of Rs.8,09,062/- and Rs.12,00,000/- were issued to Mr Arjun Chouhan with risk commencement date as 15.10.2018, 24.01.2019. Upon receipt of duly filled up proposal form along with initial premium against the application, company evaluated and processed the proposal form on the basis of the information provided by the complainant issued above policies and during issuance DLA had not disclosed any type of insurance policies from other insurance under clause D which states that ..... Details of insurance policies & previous application forms of the proposed insured with PNB MetLife India Insurance Company and other life insurance companies. Please do specify in Type of policy column below if information includes the details of existing stand along Cancer and / or Heart / Cardiac products ..... No. The matter was investigated under Section 45 and during investigation it was found that the statement of account submitted at the time of policy issuance is fake i.e. does not belong to DLA. DLA was asked vide letter dated 01.10.2019 to visit the Branch for clarification and the queries raised in the said letter w.r.t fake / fabricated statement submission. Letters were dispatched on 03.10.2019 vide speed post AWBNo.EM888415423IN, EM888415470IN. DLA rather than approaching the Branch in pursuance of the above said letter, claim was lodged confirming the death on 13.07.2019. It is to be noted that nominee was quite for 3 months but just on receipt of said clarification letter immediately claim was lodged which makes it dubious and fraudulent. The delay in lodging the claim also makes it a bit doubtful. Death claim intimation was received on 09.10.2019 and thereafter premium of Rs.35,000.25 and Rs.18,489/- were refunded against both the policies. Triggers in the case are – Policy Nos.22xx6007, 22xx7851 were issued on 25.10.2018, 29.01.2019 were taken by the PI with the intention to take the benefit of early death claim. Policy No.22xx6007 was sourced by the FLS : Mohd Hanif Mansuri who has got 20 cases registered for early death claim. During investigation it was found that DLA had submitted fake Bank account statement of A/c No.6936000100077656 along with proposal of policy NO.22xx6007 and it was found that the bank account statement is fake as the mentioned bank a/c no. did not belong to Mr Arjun Chauhan. Also, to share the Mandsaur is a negative location as a lot of fraud syndicates work from the Mandsaur with the intent to take the benefits of SA and it was found that it is a Dubious Login basis the Industry Intelligence as insurance shopping was done by the PI. Documents (including proposal form, PAN Card and AU Bank statement incase of policy No.22xx7851) submitted along with the proposal bear the same photograph of the client. AU Bank account was opened in Oct 2018 just 3 months prior to second policy taken by the PI. ON 14.10.2019 death claim was intimated. Date of death is 13.07.2019. During overall investigation and evidence it was clear that this policy was logged with fraudulent documents and intent. DLA also applied for insurance cover of Rs.36.65 lakhs – Policy No.20xx8312 of HDFC for 6,79,983/- on 19.12.2018 – Risk postponed; Policy No.35xxx1648 of Bajaj Allianz Life for 2,62,000/- on 28.01.2019 – Proposal declined; Policy No.40xxx801E, 40xxx885E of Edelweiss Tokio Life for Rs.9,00,000/- and Rs.4,55,000/- on 13.02.2019, 26.02.2019 – Withdrawn / not taken up; Policy No.78xx0228 of Birla Sunlife for Rs.5,50,000/- on 28.02.2019 – Proposal received / pending for u/w. After receiving claim intimation, company conducted investigation. Investigator submitted report on 17.10.2019 with findings – DLA is having other policies in various insurance companies : 1) 01xx3591 of Future Generali Assured Income Plan 2) 56xxx5114 of Max Life Insurance Co. 3) 20xx8312 of HDFC 3) 39x0204 of Exide 5) 40xxx801E of Edelweiss Tokio 6) D0xxx3267 of Future Generali 7) 59xxx2642 of Bajaj 8) 50x-xxx9259 of Bharti Axa. Bank Account Number 6936000100077656 is belonging to other person than Mr Arjun Chouhan. Our Executive had tried very hard to get it in writing from Punjab National Bank. It took 3 days to convince the Senior Manager of Bank and our Executive explained him the purpose of the letter and finally after 3 days he provided it. Account which is provided to us belongs to Mrs. Gayatri Maheshwari. While investigation it was found that DLA was suffering from HIV and was on bed rest when the policy was issued. We have got the picture of the DLA when the policy was issued from sources. Investigator had also found that LA had taken treatment from Civil Hospital, Ahmedabad OPD Number 18/00497941 on 26.12.2018 around 08.30 AM. DLA has misrepresented the information pertaining to bank details submitted at the proposal stage and knowingly and intentionally suppressed material information with the sole intention to defraud the insurance company. Company is not liable to accept any liability for the above claim due to non disclosure of essential facts as highlighted above, as per terms and conditions of the policies. The misrepresentation and / or suppression of information was also material in underwriting the risks in the life insurance policy and had we had the correct, true and complete information at the proposal stage, above insurance policy would not have been issued. Thus the claim lodged by the complainant / nominee was declined and company sent decision letter dated 02.12.2019. Complainant never approached the company again and she filed the complaint before the Hon'ble Ombudsman which was received by the company on 14.03.2023.

**Observation and conclusions:**

During hearing the complainant submitted that her husband had taken above policies from respondent company and had made payment of premium through DD. She further stated that her husband died on 13.07.2019 and that respondent company had rejected the claim stating suppression of material facts prior to taking the policy. She therefore appealed to this forum for payment of death claim of her husband.



On their turn respondent company submitted that policy Nos.22xx6007, 22xx7851 were issued on the life of Mr Arjun Chauhan on 25.10.2018, 29.01.2019 for a sum insured of Rs.9,09,062/- and Rs.12,00,000/- respectively. She submitted that it was observed that DLA had not disclosed details of insurance policies taken by him from other insurance companies at the time of purchase of policy. The case was therefore investigated under Section 45 and it was found that the statement of account submitted at the time of policy issuance is fake and does not belong to DLA. Respondent Company had therefore asked the complainant to clarify the same. Thereafter the nominee after receipt of letter seeking clarification of bank account details, instead of replying to it, lodged death claim on 09.10.2019. The case was then investigated and it was found that DLA had applied for insurance cover for Rs.36.65 lakhs from various insurance companies, which were in different stages of finalization / completion / rejection. This important information was not disclosed by the life assured at the time of policy inception. Investigation further revealed that DLA was suffering from HIV and was on bed rest when policy was issued and investigator had also obtained treatment papers of DLA taken at Civil Hospital, Ahmedabad vide OPD No.18/00497941 on 26.12.2018. Respondent company therefore sent claim denial letter dated 02.12.2019 and refunded the premium received under both the policies to the complainant.

I have heard both the parties and carefully gone through the documents available on the file. It is observed that the DLA has taken insurance policies from other insurance companies like Future Generali, Max Life Insurance, HDFC, Exide, ETI Life, Bajaj and Bharti Axa Life Insurance to the tune of Rs.36.65 lacs which were in various stages of finalisation while his annual income is only Rs.3 lacs as disclosed in the proposal form. The amount of insurance cover taken / being taken by the DLA does not match his income which gives rise to doubt and malafide intention of DLA in not disclosing other insurance policies in the instant policy under complaint. Moreover, along with the proposal DLA had produced a fake Bank Account which belonged to another person. Hence it is clear that the DLA had not disclosed essential facts at the time of obtaining the policies. Hence the repudiation of claim by justified and is as per terms and conditions of the contract. In view of foregoing, the complaint is liable to be dismissed.

**AWARD**

**COMPLAINT REF: NO: BHP-L-033-2223-1428**

**The complaint filed by Mrs. Annu Chauhan stands dismissed herewith.**

**AWARD NO:IO/BHP/A/LI/0026/2023-2024**

**Date:28/Apr/2023**

**INSURANCE OMBUDSMAN**

**Bhopal**

**PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Bhubaneswar**  
**(State of Odisha)**  
**(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)**  
**Ombudsman Name : SHRI MANOJ PARIDA, IAS ( Rtd )**  
**CASE OF COMPLAINANT - Hasrat Begum**  
**VS**  
**RESPONDENT: SBI Life Insurance Co. Ltd.**  
**COMPLAINT REF: NO: BHU-L-041-2324-0006**  
**AWARD NO: IO/BHU/R/LI/0001/2023-2024**

<b>1.</b>	<b>Name &amp; Address Of The Complainant</b>	Hasrat Begum w/o-Late. Maheraj Beg At- Thoriapada Po- Somepur Dist- Cuttack						
<b>2.</b>	<b>Type Of Policy:</b> Life <b>Policy Details:</b>							
	<b>Policy Number</b>	<b>Sum Assured</b>	<b>From Date</b>	<b>To Date</b>	<b>DOC</b>	<b>Premium</b>	<b>Policy Term</b>	<b>Paying Term</b>
	72100103602	602000	01-Apr-2016	31-Mar-2019	01-Apr-2016	2468	ANNUAL	ANNUAL
<b>3.</b>	<b>Name of insured</b>	Maheraj Beg						
<b>4.</b>	<b>Name of the insurer/broker</b>	SBI Life Insurance Co. Ltd.						
<b>5.</b>	<b>Date of receipt of the Complaint</b>	28-Mar-2023						
<b>6.</b>	<b>Nature of Complaint</b>	Complainant is not satisfied with the rejection decision of the Insurer.						
<b>7.</b>	<b>Amount of Claim</b>	602000.00						
<b>8.</b>	<b>Date of Partial Settlement</b>							
<b>9.</b>	<b>Amount of relief sought</b>	602000						
<b>10.</b>	<b>Complaint registered under Insurance Ombudsman Rules 2017</b>	Rule 13(1)(b) — any partial or total repudiation of claims by an insurer						
<b>11.</b>	<b>Date of hearing</b> <b>Place of hearing</b>	24-Apr-2023 Bhubaneswar						
<b>12.</b>	<b>Representation at the hearing</b>							
	<b>a) For the Complainant</b>	Mrs. Hasrat Begum						
	<b>b) For the Insurer</b>	Mrs. Pallavi Patnaik						
<b>13.</b>	<b>Complaint how disposed</b>	Under Insurance Ombudsman Rule 16.						

**Brief Facts of the Case:**

Mrs. Hasrat Begum, Spouse of the deceased life assured (DLA) Mr. Maheraj Beg (herein after referred to as the Complainant) had filed a complaint against SBI life Insurance Co. Ltd (herein after referred to as the respondent Insurance Company) alleging non-settlement of insurance sum assured of Rs.6,02,000 under group Insurance policy "Sampoorna Suraksha" bearing master policy number 72100103602. The complainant is not satisfied with the cause of repudiation, i.e. "there was no insurance cover as on date of death of the life assured". The complaint falls within the scope of Insurance Ombudsman Rules, 2017 and so it was registered.

**Contention of the complainant:**

The Complainant submitted that her husband Mr. Maheraj Beg (ex-Lineman of Tata Power Central Orissa Distribution Limited, TPCODL formerly known as Central Electricity Supply Utilities of Orissa, CESU) was a member in the SBI Life Sampoorna Suraksha Group insurance policy which was issued on 01.04.2016 and where CESU was the master policyholder. The master policy was renewed every year on the annual renewal due date. On 14.12.2018, the life insured Maheraj Beg died due to heart attack. The Claim intimation along with all supporting documents was submitted to the Insurer on 25.04.2019. However, vide their letter dated 17.01.2023, the respondent insurer rejected the claim stating that the membership of the deceased life assured was not found in the 2018-2019 membership list provided by the master policy holder. The complainant submitted that at the time of renewal of the policy for the financial year 2018-2019, the life insured was active at work and had not reached his normal superannuation. At the time of preparing the membership list for the financial year 2018-2019, the master policyholder had inadvertently deleted the name of the DLA from the list. The Complainant has produced the letter dated 31.03.2016 issued by the DGM, CESU where it was clearly mentioned that any typographical error or any omissions & commissions in the employee data base are to be accommodated towards settlement of the claims. The complainant has also produced a letter dated 27.01.2023 issued by the Chief GM, TPCODL narrating two similar instances where the Insurance Company had considered settlement by accepting additional premium. A representation dated 15.02.2023 sent requesting settlement of death claim was not considered by the Insurer. Finding no alternatives, the Complainant approached this Forum for redress.

**Contention of the Respondent:**

Vide SCN dated 20.04.2023, the respondent Insurer submitted that a one-year renewable group term assurance plan namely, "Sampoorna Suraksha" bearing policy number 72100103602 was issued to the enlisted employees of TPCODL 01.04.2016. The Insurance Company received a death claim intimation dated 27.03.2019 informing death of Mr. Maheraj Beg on 14.12.2018. On scrutiny of the records, the Insurance Company observed that the name of the deceased life assured was not present in the membership list for the policy year 2018-2019 provided by the master policyholder. Since the Insurance Company had not received the premium for Mr. Maheraj Beg and his name was not included in the membership list for the policy year 2018-2019, there was no insurance cover as on date of death of Mr. Maheraj Beg. The Insurance Company denied any financial obligation under the policy strictly based on the terms and conditions given under part 6 (termination) of the policy document. However, after receipt of Ombudsman Complaint the Insurance Company reviewed the case and decided to pay the death claim, subject to deposit of premium for the policy year 2018-2019.

**Observation and conclusions:**

I have carefully gone through the background of the case and the relevant records available on file. I have also given personal hearing to the parties.

Both parties reached an agreement through mediation of Ombudsman at the time of hearing.

**Recommendation under Rule 16 of Insurance Ombudsman Rules 2017 (as amended from time to time)**

**COMPLAINT REF: NO: BHU-L-041-2324-0006**

**An amount of Rs.6,02,000/- will be paid by the Insurance Company to the Complainant. However, premium for the policy year 2018-2019 will be deducted from this amount.**

**This Mediated Award is passed as full and final settlement in Complaint No.BHU-L-041-2324-0006.**

**AWARD NO:IO/BHU/R/LI/0001/2023-2024**

**Date:25/Apr/2023**

**INSURANCE OMBUDSMAN**

**Bhubaneswar**

**PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Bhubaneswar**  
**(State of Odisha)**  
**(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)**  
**Ombudsman Name : SRI MANOJ PARIDA, IAS(Rtd.)**  
**CASE OF COMPLAINANT - RINA BARAD**  
**VS**  
**RESPONDENT: LIC of India**  
**COMPLAINT REF: NO: BHU-L-029-2324-0020**  
**AWARD NO: IO/BHU/R/LI/0006/2023-2024**

<b>1.</b>	<b>Name &amp; Address Of The Complainant</b>	RINA BARAD w/o- Late. Brajabandhu Barad At- Gopalaprasad Po- Badasahara , Bhapur, Nayagarh						
<b>2.</b>	<b>Type Of Policy:</b> Life <b>Policy Details:</b>							
	<b>Policy Number</b>	<b>Sum Assured</b>	<b>From Date</b>	<b>To Date</b>	<b>DOC</b>	<b>Premium</b>	<b>Policy Term</b>	<b>Paying Term</b>
	856895284	110000	28-Jun-2020	28-Jun-2037	28-Jun-2020	3779	17/ Half-yearly	17
<b>3.</b>	<b>Name of insured</b>	Brajabandhu Barad						
<b>4.</b>	<b>Name of the insurer/broker</b>	LIC of India						
<b>5.</b>	<b>Date of receipt of the Complaint</b>	05-Apr-2023						
<b>6.</b>	<b>Nature of Complaint</b>	Unfair decision of the Insurer to repudiate the death benefit under limitation rules						
<b>7.</b>	<b>Amount of Claim</b>	110000.00						
<b>8.</b>	<b>Date of Partial Settlement</b>							
<b>9.</b>	<b>Amount of relief sought</b>	110000						
<b>10.</b>	<b>Complaint registered under Insurance Ombudsman Rules 2017</b>	Rule 13(1)(b) — any partial or total repudiation of claims by an insurer						
<b>11.</b>	<b>Date of hearing</b> <b>Place of hearing</b>	24-Apr-2023 Bhubaneswar						
<b>12.</b>	<b>Representation at the hearing</b>							
	<b>a) For the Complainant</b>	Mrs. Rina Barad						
	<b>b) For the Insurer</b>	Mr. Himansu Bhusan Sahu. Manager (Claims)						
<b>13.</b>	<b>Complaint how disposed</b>	Under Insurance Ombudsman Rule 16						

**Brief Facts of the Case:**

Mrs. Rina Barad, Spouse of the deceased life assured (DLA) Mr. Brajabandhu Barad (herein after referred to as the Complainant) had filed a complaint against Life Insurance Corporation of India, Bhubaneswar Division (herein after referred to as the respondent Insurance company) alleging repudiation of death benefit under policy no.856895284. The complaint falls within the scope of Insurance Ombudsman Rules, 2017 and so it was registered.

**Contention of the complainant:**

The Complainant submitted that her husband Mr. Brajabandhu Barad had purchased the above policy on 28.06.2020. Unfortunately, the life assured died at home on 15.06.2021 due to chest pain. The death claim intimation submitted on 21.01.2022 was repudiated by the Insurance Company on limitation rules. The Insurance Company denied any liability under the policy except refund of premium paid under the policy. The complainant submitted that due to her humble background (poor and semi-illiterate) she was not aware of the fact that the death claim intimation is to be submitted within 90 days from the date of death of the life assured. She was also under psychological trauma for the untimely demise of her husband. The complainant further submitted that since the cause of delay (**07 month 05 days**) in submitting the claim intimation is genuine, the Insurer should settle the full death benefit. Her representation dated 25.07.2022 requesting payment of death benefit was not considered by the Insurance Company. Now, finding no other alternative, the Complainant approached this Forum on 11.01.2023 for redress.

**Contention of the Respondent:**

Vide SCN dated 19.04.2023, the Insurance Company submitted that after receipt of the Ombudsman Complaint they have reviewed the death claim papers and decided to settle the matter amicably, i.e. payment of full death benefit. The Insurer has credited an amount of Rs.1,06,732/- (Rs.110000/- less, Premium refunded earlier) in the preferred bank account of the Complainant. In view of the above facts the Respondent Insurer prayed for closure of the complaint on merits.

**Observation and conclusions:**

I have carefully gone through the background of the case and the relevant records available on file. I have also given a personal hearing to both parties. Both parties reached an agreement on the eve of a hearing through mediation of this office.

**Recommendation under Rule 16 of Insurance Ombudsman Rules 2017 (as amended from time to time)**

**COMPLAINT REF: NO: BHU-L-029-2324-0020**

**As mutually agreed, an amount of Rs.1,06,732/- will be paid to the complainant as full and final settlement in Complaint No.BHU-L-029-2324-0020.**

**This mediated award is passed accordingly.**

**AWARD NO:IO/BHU/R/LI/0006/2023-2024**

**Date:25/Apr/2023**

**INSURANCE OMBUDSMAN**

**Bhubaneswar**



**PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Chandigarh**  
**(States of Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir and Union Territory of Chandigarh)**  
**(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)**

**Ombudsman Name : Atul Jerath**

**CASE OF COMPLAINANT - Amanpreet Singh**

**VS**

**RESPONDENT: Star Union Dai-ichi-Life Ins. Co.**

**COMPLAINT REF: NO: CHD-L-045-2223-2132**

**AWARD NO:IO/CHD/R/LI/0048/2023-2024**

<b>1.</b>	<b>Name &amp; Address Of The Complainant</b>	Amanpreet Singh S/o Santokh Singh, House no. 12, Village Issewal, Distt Ludhiana						
<b>2.</b>	<b>Type Of Policy:</b> Life <b>Policy Details:</b>							
	<b>Policy Number</b>	<b>Sum Assured</b>	<b>From Date</b>	<b>To Date</b>	<b>DOC</b>	<b>Premium</b>	<b>Policy Term</b>	<b>Paying Term</b>
	BOIJJ187883234250618	200000				0		
<b>3.</b>	<b>Name of insured</b>	Nardeep Kaur						
<b>4.</b>	<b>Name of the insurer/broker</b>	Star Union Dai-ichi-Life Ins. Co.						
<b>5.</b>	<b>Date of receipt of the Complaint</b>	21-Mar-2023						
<b>6.</b>	<b>Nature of Complaint</b>	death claim not paid						
<b>7.</b>	<b>Amount of Claim</b>	0.00						
<b>8.</b>	<b>Date of Partial Settlement</b>							
<b>9.</b>	<b>Amount of relief sought</b>	0						
<b>10.</b>	<b>Complaint registered under Insurance Ombudsman Rules 2017</b>	Rule 13(1)(b) — any partial or total repudiation of claims by an insurer						
<b>11.</b>	<b>Date of hearing</b> <b>Place of hearing</b>	25-Apr-2023 Chandigarh						
<b>12.</b>	<b>Representation at the hearing</b>							
	<b>a)For the Complainant</b>	Sh.Amanpreet Singh, the complainant						
	<b>b)For the Insurer</b>	Shri Nihal Nibhawane, Assistant Manager- Legal, Sr. Manager (Legal)						
<b>13.</b>	<b>Complaint how disposed</b>	Agreement under Rule 16						

**Brief Facts of the Case:**

Shri Amanpreet Singh (hereinafter, the Complainant) has filed this complaint against Star Union Dai-ichi Life Insurance Co. Ltd. (hereinafter, the Insurers) regarding non payment of death claim of his wife of the above policy.

**Contention of the complainant:**

The Complainant stated that his wife was covered under PMBY scheme bank account no 652210110000818 with bank of India Ludhiana. She expired on 10.05.2019 and he has submitted the death claim documents in the bank branch and they processed the same but Insurance company has not settled the death claim. He has filed complaint with grievance officer but no reply has been received. On being aggrieved, he has approached this forum to seek relief.

**Contention of the Respondent:**

Insurance company vide mail dated 27.03.2023 stated that the company has already paid the claim as per details given below:

PAYMENT REF NO-DB -NFT-308100497GN00049XXXXXXXX

Present Date : 23/03/2023

Account Nominee – 652210110000814 (Bank of India)

Name - AMANPREET SINGH

The company requested to dismiss the complaint.

**Observation and conclusions:**

Case called. Parties are present and recall their arguments as noted above.

The insurers reiterated during hearing that claim is already settled and payment is sent to the complainant through NEFT on 23/03/2023 in full and final settlement of the subject matter. The Complainant confirmed that he has received the payment. Thus, an agreement of conciliation could be arrived at between the Complainant and the Insurers, which is fair and reasonable for both the parties.

**Recommendation under Rule 16 of Insurance Ombudsman Rules 2017 (as amended from time to time)**

**COMPLAINT REF: NO: CHD-L-045-2223-2132**

**The Complaint is resolved in terms of the agreement of conciliation arrived at between the Complainant and the Insurers. The Insurers has already settled the claim in full and final settlement of the subject matter. Hence, The complaint is treated as closed.**

**AWARD NO:IO/CHD/R/LI/0048/2023-2024**

**Date:27/Apr/2023**

**INSURANCE OMBUDSMAN**

**Chandigarh**

**PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Chandigarh**  
**(States of Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir and Union Territory of Chandigarh)**  
**(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)**

**Ombudsman Name : ATUL JERATH**  
**CASE OF COMPLAINANT - Rajwinder Kaur**  
**VS**

**RESPONDENT: Bajaj Allianz Life Insurance Co. Ltd.**  
**COMPLAINT REF: NO: CHD-L-006-2324-0019**  
**AWARD NO:IO/CHD/A/LI/0052/2023-2024**

<b>1.</b>	<b>Name &amp; Address Of The Complainant</b>	Rajwinder Kaur W/o Late Mr. Bhupinder Singh, Vill Sangla Dharam Kot, Distt Moga						
<b>2.</b>	<b>Type Of Policy:</b> Life <b>Policy Details:</b>							
	<b>Policy Number</b>	<b>Sum Assured</b>	<b>From Date</b>	<b>To Date</b>	<b>DOC</b>	<b>Premium</b>	<b>Policy Term</b>	<b>Paying Term</b>
	0445803915	560160			15-Mar-2021	4668	20	10
	0445815288	185455			15-Mar-2021	3832	20	10
<b>3.</b>	<b>Name of insured</b>	Bhupinder Singh						
<b>4.</b>	<b>Name of the insurer/broker</b>	Bajaj Allianz Life Insurance Co. Ltd.						
<b>5.</b>	<b>Date of receipt of the Complaint</b>	06-Apr-2023						
<b>6.</b>	<b>Nature of Complaint</b>	Claim Repudiation						
<b>7.</b>	<b>Amount of Claim</b>	0.00						
<b>8.</b>	<b>Date of Partial Settlement</b>							
<b>9.</b>	<b>Amount of relief sought</b>	0						
<b>10.</b>	<b>Complaint registered under Insurance Ombudsman Rules 2017</b>	Rule 13(1)(b) — any partial or total repudiation of claims by an insurer						
<b>11.</b>	<b>Date of hearing</b> <b>Place of hearing</b>	27-Apr-2023 Chandigarh						
<b>12.</b>	<b>Representation at the hearing</b>							
	<b>a)For the Complainant</b>	Absent						
	<b>b)For the Insurer</b>	Ankita Tewari						
<b>13.</b>	<b>Complaint how disposed</b>	Award under Rule 17						

**Brief Facts of the Case:**

Ms. Rajwinder Kaur (hereinafter, the Complainant) has filed this complaint against Bajaj Allianz Life Insurance Co. Ltd. (hereinafter, the Insurers) alleging repudiation of death claim under the subject policy.

**Contention of the complainant:**

The complainant alleges that her husband had taken the subject policy. On 25.03.2021 her husband died. She filed the death but no response has been given by them. On being aggrieved she has approached this forum to seek relief.

**Contention of the Respondent:**

The Company vide SCN dated 25.04.2023 has informed that the husband of the Complainant being a literate person, after reading and understanding the contents of the proposal form has submitted a duly filled and signed proposal form to the Company. The Company submits that believing the statements and representations made by the Life Assured in the proposal form to be true and correct in all aspects and as per the underwriting norms of the company, the said proposal was accepted by the Company and Life Assured was issued the policy bearing no. 0445803915 and 0445815288. It is submitted that the Complainant has not placed the true and correct facts in the matter before this Hon'ble Forum. The Complainant has suppressed certain material facts in the matter while at the same time skewing the facts in order to claim monetary benefit.

The proposal form for policy was issued on 03/03/21 and Live verification was done on 11/03/21 and it is found that the Life Assured died in the month of February 2021 due to overdose of drugs i.e. he died prior to policy and the said policies were taken on dead person to defraud the insurance company and to take insurance claim money. Video recording is annexed with this SCN. On the basis the live verification policy was cancelled and premium was forfeited. On the basis of live verification and fraud played with the company we have filed criminal complaint before the SSP Moga, Punjab and copy of the same is Annexed with this SCN. Therefore, in light of the submission made hereinabove we request the Learned Ombudsman to dismiss the Complaint as the matter is in under criminal jurisdiction and also it is clear that the policy was taken with an intention of committing fraud against the company and gain monetary benefits. Therefore, the Company is not liable to pay anything to the Complainant. It is therefore, must humbly prayed that the Hon'ble Forum be pleased to dismiss the Complaint under reply.

**Observation and conclusions:**

The case was listed for hearing on 26.04.2023 but the complainant did not turn up for the hearing. The next hearing was conducted on 27.04.2023 where again the Complainant was absent. As per the written complaint the complainant alleges that the Insurer did not pay her the death claim under the subject policy. The insurers in their SCN as well as during online hearing contended that the death claim under the subject policy was rightly repudiated on the basis of investigation report and its findings vide their repudiation letter dated 07.06.2021 which mentions the grounds of repudiation as fraud, impersonation and suppression of material information as their live verification/investigation revealed that the policy was done on dead life. They further stated that in view of the apprehension of fraud they have lodged a complaint with SSP Moga, Punjab vide email dated 20.04.2023 to get register an FIR under appropriate sections of IPC and investigate into the crime so as to bring the offenders into arms of law and to initiate appropriate legal proceedings against the offenders. The insurers have shared complete copy of policy document, investigation report and email to SSP, Moga.

In view of the facts and circumstances of the case, copy of complaint, SCN of the insurers, submissions made during online hearing, additional documents produced by the insurers and the

complainant, the following observations are made. The subject policy was issued in the name of Mr Bhupinder Singh vide proposal form dated 03.03.2021 which was solicited and finalized online through web aggregator Policy Bazaar. The Insurer conducted live verification on 11.03.2021 wherein their verification/investigation report it was found that the Policyholder died in February 2021 and the policy has been applied on a dead life. The insurers have repudiated the claim on the grounds of fraud, impersonation and suppression of material information stating the reasons that the policy applied for a dead life. The insurers have filed a complaint with SSP Moga, Punjab alleging crime and requesting to lodge a FIR in the matter. The Complainant did not turn up twice for the hearing proving that they have no defense on the case. The aforesaid observations, the discrepancies observed are serious and warrant in depth investigation to bring out the alleged fraud in the subject case for which the matter has already been reported by the insurers to the concerned police authorities.

In view of the issues involved, especially the allegation of fraud made by the insurers, absence of final investigation report of the police, the case cannot be decided in summary proceedings. Accordingly, in view of the same the complaint warrants no further intervention from us and is rejected.

**AWARD**

**COMPLAINT REF: NO: CHD-L-006-2324-0019**

**Taking into account the facts and circumstances of the case, submissions made by both the parties during the course of hearing, observations and conclusions drawn, the complaint deserves to be rejected being devoid of merits.**

**AWARD NO:IO/CHD/A/LI/0052/2023-2024  
Date:28/Apr/2023**

**INSURANCE OMBUDSMAN  
Chandigarh**

**PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Chennai**  
**(State of Tamil Nadu and Union Territories- Puducherry Town and Karaikal (which are part of Union Territory of Puducherry).)**  
**(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)**  
**Ombudsman Name : Shri Segar Sampathkumar**  
**CASE OF COMPLAINANT - S Thayappan**  
**VS**  
**RESPONDENT: Shriram Life Ins. Co. Ltd.**  
**COMPLAINT REF: NO: CHN-L-043-2324-0008**  
**AWARD NO:IO/CHN/A/LI/0011/2023-2024**

<b>1.</b>	<b>Name &amp; Address Of The Complainant</b>	S Thayappan Plot No.24/25, Sakthi Ayyanar Nagar, Tiruvanchery Agaram Main Road						
<b>2.</b>	<b>Type Of Policy: Life</b> <b>Policy Details:</b>							
	<b>Policy Number</b>	<b>Sum Assured</b>	<b>From Date</b>	<b>To Date</b>	<b>DOC</b>	<b>Premium</b>	<b>Policy Term</b>	<b>Paying Term</b>
	NNO12207101968/NNO12206206427	2000000	28-Jun-2022	28-Jun-2032	28-Jun-2022	100000	10 years Yearly	10 years
<b>3.</b>	<b>Name of insured</b>	T Karthikeyan (Late)[Son]						
<b>4.</b>	<b>Name of the insurer/broker</b>	Shriram Life Ins. Co. Ltd.						
<b>5.</b>	<b>Date of receipt of the Complaint</b>	30-Mar-2023						
<b>6.</b>	<b>Nature of Complaint</b>	Repudiation of Death Claim						
<b>7.</b>	<b>Amount of Claim</b>	0.00						
<b>8.</b>	<b>Date of Partial Settlement</b>							
<b>9.</b>	<b>Amount of relief sought</b>	0						
<b>10.</b>	<b>Complaint registered under Insurance Ombudsman Rules 2017</b>	Rule 13(1)(b) — any partial or total repudiation of claims by an insurer						
<b>11.</b>	<b>Date of hearing</b> <b>Place of hearing</b>	21-Apr-2023 Chennai						
<b>12.</b>	<b>Representation at the hearing</b>							
	<b>a)For the Complainant</b>	Mr. S. Thayappan						
	<b>b)For the Insurer</b>	Mr. E.Sridhar						
<b>13.</b>	<b>Complaint how disposed</b>	By Award						



**Brief Facts of the Case:**

The Complainant Mr. Thayappan had taken two policies in the name of his son Mr. T.Karthikeyan from Shriram Life Insurance Co., Ltd. His son died on 26th August, 2022. The Complainant preferred death claim under the two policies with the Insurer which were repudiated on 05-12-2022.

**Contention of the complainant:**

The Complainant submitted that two life insurance policies were taken in the name of his son Mr.T.Karthikeyan from Shriram Life Insurance Co. Ltd. The Life Assured died on 26th August, 2022 due to Aspiration.

The Complainant being the Proposer of the two policies preferred death claim with the Insurer. However, the Insurer vide their letter dated 05th December, 2022 had repudiated the Death Claim due to suppression of Pre-proposal Illness. The Complainant approached the Forum for settlement of death claim.

**Contention of the Respondent:**

The Insurer submitted that the Complainant had proposed for life insurance policies on the life of his son Mr.T.Karthikeyan by submitting proposal forms by paying the proposal deposit amount. The Insurer had issued two life insurance policies with Sum Assured of Rs.10 Lakhs with date of commencement 28-06-2022 and 22-07-2022.

The Insurer received death intimation stating that the Life Assured died on 26-08-2022 due to Aspiration. As the Claim arose within 1 month 28 days from Date of Commencement, the Insurer has conducted an enquiry.

The Complainant had submitted Medical Certificate of Cause of Death issued by Dr.Ranjith Valath Rajasekharan, wherein it was clearly mentioned that the Primary Cause of Death is Aspiration and Secondary Cause was the condition of the Life Assured as -"Bedridden State, Neurological Paralysis following TB Meningitis since childhood". The Life Assured had suffered occasional seizures and for the past 10 years he was on anti paralytic medication.

Moreover, the Complainant had published a book on 01-05-2006 titled "My Cry and Joyful New Life" wherein the Complainant had very elaborately mentioned about the pain and suffering undergone by him due to the health condition of his son Mr.T.Karthikeyan.

Based on the above facts, the Insurer had repudiated the death claim under the two policies on the ground of suppression of Pre-Proposal illness. The Insurer further stated that had the Life Assured provided correct details about the Life Assured's health, the Insurer would not have issued the policies.

Hence, the Insurer prayed for dismissal of the complaint.

**Observation and conclusions:**

It was observed that the Life Assured was a handicapped person and wheelchair borne. While working in USA, the Life Assured was affected by Tuberculosis Meningitis which affected his L4 and L5 of spinal cord and made him paralyzed below the hip.

The Life Assured died on 26-08-2022 and the Complainant preferred a death claim under the two policies.

On receipt of death intimation, the Insurer have conducted investigation and found that the Life Assured was treated for paralysis. An old accident eventually The Life Assured died on 26-08-2022 and the Complainant preferred a death claim und resulted into the neurological paralysis of the

Left/lower body of the deceased. The Life Assured on treatment for the above and other chronic ailments prior to the date of proposal, which is deliberate concealment of material facts. The Insurer vide their letter dated 05-12-2022 have repudiated the Death Claim.

The insurer had invoked Section 45(2) of Insurance Act,1938 and forfeited the premium. Though the Insurer had furnished the grounds of Repudiation they had not furnished the materials to the Complainant to support their contention. In view of the above, though the repudiation of the claim by the insurer is sustainable, the Insurer did not provide the grounds in support of their contention of misrepresentation as provided under Section 45(2). Therefore, the Complainant is eligible for refund of premium in both the policies without interest.

**AWARD**

**COMPLAINT REF: NO: CHN-L-043-2324-0008**

**Considering the facts and circumstances of the case and submissions by the both parties, this Forum is of the view that the repudiation of the claim for non disclosure of material facts is sustainable and the Insurer is advised to refund the premium paid under the policies to the claimant. This award does not carry interest.**

**If the decision of the Forum is not acceptable to the Complainant, he is at liberty to approach any other Forum/Court as per laws of the land against the respondent insurer.**

**AWARD NO:IO/CHN/A/LI/0011/2023-2024**

**Date:27/Apr/2023**

**INSURANCE OMBUDSMAN**

**Chennai**

**PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Chennai**  
**(State of Tamil Nadu and Union Territories- Puducherry Town and Karaikal (which are part of Union Territory of Puducherry).)**

**(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)**

**Ombudsman Name : Shri Segar Sampathkumar**

**CASE OF COMPLAINANT - M.S.Gnaneswari**

**VS**

**RESPONDENT: LIC of India**

**COMPLAINT REF: NO: CHN-L-029-2324-0001**

**AWARD NO:IO/CHN/A/LI/0005/2023-2024**

1.	<b>Name &amp; Address Of The Complainant</b>	M.S.Gnaneswari No.5 A, Tiruvalluvar Street, Gurusamy Nagar, Mugalivakkam, Porur,																
2.	<b>Type Of Policy:</b> Life <b>Policy Details:</b>																	
	<table border="1"><thead><tr><th>Policy Number</th><th>Sum Assured</th><th>From Date</th><th>To Date</th><th>DOC</th><th>Premium</th><th>Policy Term</th><th>Paying Term</th></tr></thead><tbody><tr><td>715274905</td><td>100000</td><td>14-Aug-2008</td><td>14-Aug-2024</td><td>14-Aug-2008</td><td>8187</td><td>56 years Yearly</td><td>16 years</td></tr></tbody></table>	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term	715274905	100000	14-Aug-2008	14-Aug-2024	14-Aug-2008	8187	56 years Yearly	16 years	
Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term											
715274905	100000	14-Aug-2008	14-Aug-2024	14-Aug-2008	8187	56 years Yearly	16 years											
3.	<b>Name of insured</b>	M.G. Sivakumar																
4.	<b>Name of the insurer/broker</b>	LIC of India																
5.	<b>Date of receipt of the Complaint</b>	24-Apr-2023																
6.	<b>Nature of Complaint</b>	Repudiation of Death Claim																
7.	<b>Amount of Claim</b>	0.00																
8.	<b>Date of Partial Settlement</b>																	
9.	<b>Amount of relief sought</b>	100000																
10.	<b>Complaint registered under Insurance Ombudsman Rules 2017</b>	Rule 13(1)(b) — any partial or total repudiation of claims by an insurer																
11.	<b>Date of hearing</b> <b>Place of hearing</b>	21-Apr-2023 Chennai																
12.	<b>Representation at the hearing</b>																	
	<b>a)For the Complainant</b>	Ms. M.S.GNANESWARI																
	<b>b)For the Insurer</b>	Ms. Gomathi Manager Claims LIC Chennai DO I																
13.	<b>Complaint how disposed</b>	By Award																

**Brief Facts of the Case:**

Mr. M.G. Sivakumar, the Life Assured had subscribed a policy 715274905 from LIC of India during his life time with date of Commencement being 14-08-2008. The Policy was revived on 02-09-2021. The Life Assured died on 01-02-2022. The Complainant Ms. M.S. Gnaneswari being the nominee preferred a death claim with the Insurer, which was repudiated on 17-10-2022. The Insurer had settled only paid up Sum Assured with Vested Bonus totaling Rs.96,350/-

**Contention of the complainant:**

The Complainant submitted that her husband had taken the policy in the year 2008. Her husband died on 01-02-2022. The Complainant being the nominee had preferred a death claim with the Insurer for settlement of death claim. The Insurer repudiated the death claim vide their letter dated 17-10-2022. The Complainant preferred an appeal to the Zonal Manager. The appeal preferred by the Complainant to Zonal Manager was also rejected. Hence, she filed a complaint before this Forum for settlement of full death claim.

**Contention of the Respondent:**

The Insurer submitted that the policy was lapsed from 14/08/2017 and revived on 02-09-2021. The duration between date of revival to date of death of the Life Assured is 0 years 04 months and 29 days. As such, the death claim was examined by the Insurer as per Section 45 of the Insurance Act, 1938.

On examination, the Insurer found that the details furnished by the Life Assured in the Personal Statement regarding Health were false. The Life Assured had answered in the Negative for the following questions:

Qn.No.2(a), 2(c) and 4.

The Insurer relied upon the following medical documents to support their contention:

1. As per the Medical Attendant's Certificate given by Government Stanley Hospital, Chennai reveals that the Life had Diabetes Mellitus and Hypertension.
2. Lab Investigation Report of Kedar Hospital, Mugaliwakkam, dated 18-05-2019 and Certificate from Dr.R.Sridaran confirms that the Life Assured was diabetic. The reading of Blood Sugar Random by Glucometer was 285 against the normal value of 80 - 120.

In view of the above the Insurer prayed for dismissal of the complaint.

**Observation and conclusions:**

This is a case of Repudiation of Death Claim. The Sum Assured under the Policy is Rs.1,00,000/- The policy was taken in the year 2008 and lapsed from 14/08/2017. The Life Assured had revived the Policy 02-09-2021. The Life Assured died on 01-02-2022.

As the duration of the policy from the date of revival to date of death of the Life Assured is 0 year 04 months and 29 days i.e. less than 3 years, the Insurer invoked Section 45 of the Insurance Act, 1938 and repudiated the Death Claim on 17-10-2022. However, the Insurer settled only Paid up Sum Assured along with Vested Bonus totaling an amount of Rs.,96,350/-

At the time of revival the Life Assured had submitted Personal Statement Regarding Health. Wherein he had answered the Questions 2 (a), 2 (c) and 4 in the Negative. The question 2(a) is reproduced: Qn. No 2(a) "Have you ever suffered from any illness/disease requiring treatment for a week or more for Asthma, TB, BP, Ulcer, Kidney, Prostrate, Urinary system, Diabetes, Hernia etc."

This question requires affirmative reply only when the insured had taken treatment for a week or more.

If the Life Assured had indeed taken treatment for a week or more for the stated conditions, the reply in the negative to Question 2(a) could be considered to be nondisclosure nor misrepresentation. There is no evidence that the insured had taken treatment for a week or more.

Hence the contention of the Insurer that the Insured had not disclosed the material facts is not sustainable.

In view of the above, the repudiation of the death claim stating that the Insured with an intent to deceive the Insurer, had suppressed the facts is not sustainable.

The insurer is advised to settle the death claim as per policy terms taking into account the amount already settled.

**AWARD**

**COMPLAINT REF: NO: CHN-L-029-2324-0001**

**Based on the circumstances and facts of the case and submission by the both parties, the Forum advises the Insurer to settle the death claim as per policy terms taking into account the amount already settled by the Insurer. This award does not carry interest.**

**The attention of the Insurer is hereby invited to the following provisions of the Insurance Ombudsman Rules, 2017:**

- a) According to Rule 17(6) of the Insurance Ombudsman Rules, 2017, the insurer shall comply with the award within thirty days of the receipt of the award and intimate compliance of the same to the Ombudsman.**
- b) According to Rule 17(8) of the Insurance Ombudsman Rules, 2017, the award of Insurance Ombudsman shall be binding on the insurers.**

**AWARD NO:IO/CHN/A/LI/0005/2023-2024**

**Date:27/Apr/2023**

**INSURANCE OMBUDSMAN**

**Chennai**

**PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Chennai**  
**(State of Tamil Nadu and Union Territories- Puducherry Town and Karaikal (which are part of Union Territory of Puducherry).)**  
**(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)**  
**Ombudsman Name : Shri Segar Sampathkumar**  
**CASE OF COMPLAINANT - S.Kaviya Shri**  
**VS**  
**RESPONDENT: LIC of India**  
**COMPLAINT REF: NO: CHN-L-029-2324-0019**  
**AWARD NO:IO/CHN/A/LI/0003/2023-2024**

1.	<b>Name &amp; Address Of The Complainant</b>	S.Kaviya Shri 2/78-1, Palaniappa Nagar, Andan Koil East,						
2.	<b>Type Of Policy:</b> Life							
	<b>Policy Details:</b>							
	<b>Policy Number</b>	<b>Sum Assured</b>	<b>From Date</b>	<b>To Date</b>	<b>DOC</b>	<b>Premium</b>	<b>Policy Term</b>	<b>Paying Term</b>
	305479859	1200000	28-Apr-2019	28-Apr-2044	21-Nov-2019	55502	25 years Yearly	25 years
3.	<b>Name of insured</b>	P.Subramani						
4.	<b>Name of the insurer/broker</b>	LIC of India						
5.	<b>Date of receipt of the Complaint</b>	24-Mar-2023						
6.	<b>Nature of Complaint</b>	Repudiation of Death Claim						
7.	<b>Amount of Claim</b>	0.00						
8.	<b>Date of Partial Settlement</b>							
9.	<b>Amount of relief sought</b>	1200000						
10.	<b>Complaint registered under Insurance Ombudsman Rules 2017</b>	Rule 13(1)(b) — any partial or total repudiation of claims by an insurer						
11.	<b>Date of hearing</b>	21-Apr-2023						
	<b>Place of hearing</b>	Chennai						
12.	<b>Representation at the hearing</b>							
	<b>a)For the Complainant</b>	Ms. S. Kaviya Shri						
	<b>b)For the Insurer</b>	Mr. Rajkumar and Mr. Ravikumar						
13.	<b>Complaint how disposed</b>	AWARD						



**Brief Facts of the Case:**

Mr. P. Subramani during his life time had subscribed a life insurance policy 305479859 with L.I.C. of India. The Life Assured died on 21-04-2021. The Complainant Ms. S. Kaviyashri being the nominee preferred a death claim with the Insurer which was repudiated on 07-12-2021 on the ground of suppression of pre-proposal illness by the Life Assured.

**Contention of the complainant:**

The Complainant Ms. S. Kaviyashri submitted that her husband had taken the policy during his life time and died on 21-04-2021. The Complainant's minor son is the nominee of the policy and she being the appointee approached the Insurer for settlement of death claim.

However, the claim was repudiated by the Insurer on 07-12-2021. The Complainant preferred an appeal to the Zonal Office Claims Review Committee which was rejected by the Appellate Authority vide letter dated 23-02-2022. The Complainant approached this Forum for settlement of Death claim.

**Contention of the Respondent:**

The Insurer submitted that the Date of Commencement of Risk is 21-11-2019 and the Life Assured died on 21-04-2021. The duration of the policy is 1 year 11 months and 23 days from the date of commencement of risk,

As per the Discharge Summary of Amaravathi Hospital, Karur dated 02-12-2019, the Life Assured was admitted on 16-11-2019 with history of known case of Diabetic, Hypertension, Asthma, Epilepsy and discharged on 02-12-2019.

The Life Assured had not disclosed the treatment details in the Proposal Paper under Question Nos. 11 (a), 11 (b), 11 (d) & 11 (g) dated 20-11-2019.

There is a suppression of material facts regarding his health before the date of proposal and the claim was repudiated by the Insurer.

The decision was communicated to the Complainant vide their Repudiation Letter dated 07-12-2022.

The Complainant has appealed to Zonal Office and the Zonal Office Uphold the Repudiation Decision.

The Insurer settled the Refund of premium of Rs.1,11,004/- on 08-12-2021.

**Observation and conclusions:**

This is a case of Repudiation of Death Claim on the ground of suppression of preproposal illness. The Date of Commencement of Risk is 21/11/2019 and the Date of Death is 21-04-2021.

The Death Claim had arisen within 3 years i.e., 1 year 11 months and 23 days from the date of commencement of risk.

The Insurer on investigation found that based on Discharge Summary of Amaravathi Hospital dated 02-12-2019, the Life Assured was known case of Diabetic, HTN, Asthma, Epilepsy.

However, the Life Assured had not furnished the preproposal illness in the proposal for insurance dated 20-11-2019 The proposal was signed while the insured was admitted in the hospital for treatment.

The insurer repudiated the claim on the ground of suppression of material facts and refunded the premium. This forum is of the view that the repudiation by the Insurer is sustainable

**AWARD**

**COMPLAINT REF: NO: CHN-L-029-2324-0019**

**Considering the facts and circumstances of the case and the submissions made by both parties, the Forum is of the view that the insurer's decision to repudiate the death claim under Policy No 305479859 is justified and does not warrant intervention by the Forum.**

**The complaint is therefore, NOT allowed.**

**If the decision of the Forum is not acceptable to the Complainant, he is at liberty to approach any other Forum/Court as per laws of the land against the respondent insurer.**

**AWARD NO:IO/CHN/A/LI/0003/2023-2024**

**Date:26/Apr/2023**

**INSURANCE OMBUDSMAN**

**Chennai**

**PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Chennai**  
(State of Tamil Nadu and Union Territories- Puducherry Town and Karaikal (which are part of Union Territory of Puducherry))  
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)

**Ombudsman Name : Shri Segar Sampathkumar**

**CASE OF COMPLAINANT - J Banumathi**

**VS**

**RESPONDENT: SBI Life Insurance Co. Ltd.**

**COMPLAINT REF: NO: CHN-L-041-2324-0004**

**AWARD NO:IO/CHN/A/LI/0004/2023-2024**

1.	<b>Name &amp; Address Of The Complainant</b>	J Banumathi 11/1, NGGO Nagar Annex, Chinnathirupathi																
2.	<b>Type Of Policy: Life</b> <b>Policy Details:</b>																	
	<table border="1"><thead><tr><th>Policy Number</th><th>Sum Assured</th><th>From Date</th><th>To Date</th><th>DOC</th><th>Premium</th><th>Policy Term</th><th>Paying Term</th></tr></thead><tbody><tr><td>00000HL1344</td><td>728000</td><td>11-Sep-2006</td><td>11-Sep-2016</td><td>11-Sep-2006</td><td>53782</td><td>10 years Single</td><td>Single</td></tr></tbody></table>	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term	00000HL1344	728000	11-Sep-2006	11-Sep-2016	11-Sep-2006	53782	10 years Single	Single	
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00000HL1344	728000	11-Sep-2006	11-Sep-2016	11-Sep-2006	53782	10 years Single	Single											
3.	<b>Name of insured</b>	R Arivazhagan (Late) [Husband]																
4.	<b>Name of the insurer/broker</b>	SBI Life Insurance Co. Ltd.																
5.	<b>Date of receipt of the Complaint</b>	30-Mar-2023																
6.	<b>Nature of Complaint</b>	Short Payment of Death Claim																
7.	<b>Amount of Claim</b>	0.00																
8.	<b>Date of Partial Settlement</b>																	
9.	<b>Amount of relief sought</b>	170821																
10.	<b>Complaint registered under Insurance Ombudsman Rules 2017</b>	Rule 13(1)(b) — any partial or total repudiation of claims by an insurer																
11.	<b>Date of hearing</b> <b>Place of hearing</b>	21-Apr-2023 Chennai																
12.	<b>Representation at the hearing</b>																	
	<b>a)For the Complainant</b>	Ms.J.Banumathi																
	<b>b)For the Insurer</b>	Mr. Joseph Jerolin																
13.	<b>Complaint how disposed</b>	By Award																

COMPLAINT REF: NO: CHN-L-041-2324-0004

**Brief Facts of the Case:**

Mr. J. Arivazhagan had availed Home Loan from Sundaram Home Loan Finance Company and had taken life insurance coverage for Rs.7,28,000/- from SBI Life Insurance Company. The Life Assured died on 22-04-2021. Mrs. J. Banumathi, the Complainant being the Nominee had preferred a death claim with the Insurer. The Insurer had settled an amount of Rs.5,57,179/-

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Insurer. The Insurer had settled an amount of Rs.5,57,179/-

**Contention of the complainant:**

The Complainant submitted that her husband had availed Home Loan from Sundaram Home Finance Company and had also taken life insurance policy from SBI Life Insurance Company for a Sum Assured of Rs.7,28,000. The Life Assured died on 22-04-2021. The Insurer settled only Rs.5,57,179/- instead of Rs.7,28,000/-

The Complainant had approached the Insurer for settlement of balance Sum Assured of Rs.1,70,821/- but the balance amount was not settled by the Insurer. The Insurer had replied that their settlement of Rs.5,57,179/- is in order and no further amount is payable. Hence, she filed a complaint with the Forum for settlement of Rs.1,70,821/- with interest.

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**Contention of the Respondent:**

The Insurer submitted that they had already settled the claim as per the Original EMI Schedule and hence nothing more is payable. The demand of the Complainant is beyond the terms and conditions of the policy and hence the present Complaint is liable to be dismissed.

The risk cover under the policy is diminishing in nature in the sense that the risk cover tapers down as the EMI gets paid. Thus, in case of death, the death benefit is equivalent to the outstanding loan amount as on date of death as per the original EMI Schedule.

Under the Master Policy, as per Schedule II, Point No.6, Benefits, "In the event of the death of the member at any time after 45 days (except for Accidental death), from the date of commencement of risk, subject to the policy being in full force, but not later than the member completing the age of 70 years, to pay the Grantees or any person authorized by the Grantees the Sum Assured...."

Further Under the said master policy, as per Schedule II, Point No.7, Sum Assured, "The Sum Assured means the outstanding loan account, including interest, in the name of the member in the books of Grantees and calculated as per the original EMI repayment schedule...."

Accordingly, as per EMI Schedule, the outstanding loan amount as on 31-03-2021 is Rs.3,47,317/-, considering the rate of interest @9.75% and EMI of Rs.6,906/- which amounts to Rs.3,47,317/- and the Insurer accordingly credited an amount of Rs.3,47,317/- to the Complainant's account.

Based on the request of the Complainant and the Master Policyholder Authorization Report, intimating the correct loan amount outstanding as on the death of the Life Assured as Rs.5,57,179/- the Insurer settled further amount of Rs.2,09,862/- on 07-07-2022. As such the settlement is in order and no further amount is payable to the Complainant.

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Based on the request of the Complainant and the Master Policyholder Authorization Report, intimating the correct loan amount outstanding as on the death of the Life Assured as Rs.5,57,179/- the Insurer settled further amount of Rs.2,09,862/- on 07-07-2022. As such the settlement is in order and no further amount is payable to the Complainant.

**Observation and conclusions:**

During the Hearing the Complainant was assisted by her Brother in law. He contended that as per the Policy Contract they are eligible for entire Sum Assured of Rs.7,28,000/- on death of the Policyholder. However, the Insurer had settled only Rs.5,57,179 in two instalment and demanded the balance amount of Rs.1,70,821/- along with eligible interest from July, 2022 to up to date.

The Insurer during the Hearing submitted that the Policy SBI Life – Super Suraksha is a Group Policy and the Master Policyholder is Sundaram Home Finance Ltd. As per the Certificate of Insurance under Benefits Clause it has been stated as "In the event of death of the insured housing loan borrower due to any cause, the Sum Assured would become payable to the Group Administrator. The Sum Assured will be equivalent to the outstanding loan amount including interest as per the original EMI Schedule". Hence, the settlement of Rs.5,57,179/- is in order and prayed for dismissal of the complaint.

This Forum Heard both sides and examined the documents submitted by both the parties and observed as follows:

1. The Life Assured had availed Home Loan of Rs.7,28,000/- from Sundaram Home Finance and had also subscribed as a member under Group Life Insurance Policy SBI Life Super Suraksha vide Master Policy No.83001000703 with Date Of Commencement being 31-08-2006.
2. The Policyholder died on 22-04-2021. The Complainant had preferred a death claim with the Insurer. The Insurer had settled an amount of Rs.5,57,179/-. The Complainant contended that she is eligible for balance amount of Rs.1,70,821 with eligible interest.
3. As per the Certificate of Insurance, it has been clearly mentioned under the heading Benefits as "In the event of death of the insured housing loan borrower due to any cause, the Sum Assured would become payable to the Group Administrator. The Sum Assured will be equivalent to the outstanding loan amount including interest as per the original EMI Schedule".
4. The risk cover under the policy is of diminishing nature in the sense that the risk cover tapers down as the EMI get paid. Thus, in case of death, the death benefit is equivalent to the outstanding loan amount as on the date of death. As per the Master Policy under Schedule II, Point No.7 – Sum Assured it has been stated as "The Sum Assured means the outstanding home loan amount, including interest, in the name of the Member.....".
5. The Insurer had settled an amount of Rs.3,47,317/- on 20-10-2021 based on original EMI Schedule as on the date of death considering the rate of interest @ Rs.9.75% as per the membership form and EMI of Rs.6,906/-
6. Based on the request of the Complainant, the Insurer had reviewed the settlement. The Insurer had obtained an Authorisation Report dated 11-02-2022 from the Master Policyholder enclosing the Authorisation Schedule.
7. As per the Authorisation Schedule, the Outstanding Loan Amount as on date of death 22-04-2021 (the period 01-04-2021 to 30-04-2021) was Rs.5,57, 179/-

As such, the Insurer had settled an amount of Rs.2,09,862/- on 07-07-2022. Thus, the Insurer had settled a total amount of Rs.5,57,179/- (Rs.3,47,317 + Rs.2,09,862/-) towards death claim under the policy.

Though the Complainant would argue that the amount of Rs.728000 stated in the Certificate as Loan Amount represents the Sum Insured, and thus the Claim amount payable, this Forum is of the

view that the amount payable in the event of death of the Life Assured is the Outstanding Loan amount as per EMI Schedule.

In view of the above, this Forum is of the view that the Settlement of Death Claim is in order.

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2. The Policyholder died on 22-04-2021. The Complainant had preferred a death claim with the Insurer. The Insurer had settled an amount of Rs.5,57,179/-. The Complainant contended that she is eligible for balance amount of Rs.1,70,821 with eligible interest.
3. As per the Certificate of Insurance, it has been clearly mentioned under the heading Benefits as "In the event of death of the insured housing loan borrower due to any cause, the Sum Assured would become payable to the Group Administrator. The Sum Assured will be equivalent to the outstanding loan amount including interest as per the original EMI Schedule".
4. The risk cover under the policy is of diminishing nature in the sense that the risk cover tapers down as the EMI get paid. Thus, in case of death, the death benefit is equivalent to the outstanding loan amount as on the date of death. As per the Master Policy under Schedule II, Point No.7 – Sum Assured it has been stated as "The Sum Assured means the outstanding home loan amount, including interest, in the name of the Member.....".
5. The Insurer had settled an amount of Rs.3,47,317/- on 20-10-2021 based on original EMI Schedule as on the date of death considering the rate of interest @ Rs.9.75%as per the membership form and EMI of Rs.6,906/-
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7. As per the Authorisation Schedule, the Outstanding Loan Amount as on date of death 22-04-2021 (the period 01-04-2021 to 30-04-2021) was Rs.5,57, 179/-

As such, the Insurer had settled an amount of Rs.2,09,862/- on 07-07-2022. Thus, the Insurer had settled a total amount of Rs.5,57,179/- (Rs.3,47,317 + Rs.2,09,862/-) towards death claim under the policy.

Though the Complainant would argue that the amount of Rs.728000 stated in the Certificate as Loan Amount represents the Sum Insured, and thus the Claim amount payable, this Forum is of the view that the amount payable in the event of death of the Life Assured is the Outstanding Loan amount as per EMI Schedule.

In view of the above, this Forum is of the view that the Settlement of Death Claim is in order.

**AWARD**

**COMPLAINT REF: NO: CHN-L-041-2324-0004**

Considering the facts and circumstances of the case and the submissions made by both parties, the Forum is of the view that the Insurer's settlement of death claim amount of Rs.5,57,179/- is in order and there is no need for this Forum for any intervention. The complaint is therefore, NOT allowed.

If the decision of the Forum is not acceptable to the Complainant, he is at liberty to approach any other Forum/Court as per laws of the land against the respondent insurer.

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Considering the facts and circumstances of the case and the submissions made by both parties, the Forum is of the view that the Insurer's settlement of death claim amount of Rs.5,57,179/- is in order and there is no need for this Forum for any intervention. The complaint is therefore, NOT allowed.

If the decision of the Forum is not acceptable to the Complainant, he is at liberty to approach any other Forum/Court as per laws of the land against the respondent insurer.

**AWARD NO:IO/CHN/A/LI/0004/2023-2024**  
**Date:26/Apr/2023**

**INSURANCE OMBUDSMAN**  
**Chennai**

**PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Delhi**  
**(State of Delhi)**  
**(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)**  
**Ombudsman Name : Sunita Sharma**  
**CASE OF COMPLAINANT - Arun Kumar Goenka**  
**VS**  
**RESPONDENT: Bharti AXA Life Ins. Co. Ltd.**  
**COMPLAINT REF: NO: DEL-L-008-2324-0039**  
**AWARD NO:IO/DEL/R/LI/0053/2023-2024**

1.	<b>Name &amp; Address Of The Complainant</b>	Arun Kumar Goenka 1/25,Lalita Park, Laxmi Nagar, Delhi-92						
2.	<b>Type Of Policy:</b> Life							
	<b>Policy Details:</b>							
	<b>Policy Number</b>	<b>Sum Assured</b>	<b>From Date</b>	<b>To Date</b>	<b>DOC</b>	<b>Premium</b>	<b>Policy Term</b>	<b>Paying Term</b>
	501-9161032	0				0		
3.	<b>Name of insured</b>	Ashish Kumar						
4.	<b>Name of the insurer/broker</b>	Bharti AXA Life Ins. Co. Ltd.						
5.	<b>Date of receipt of the Complaint</b>	10-Apr-2023						
6.	<b>Nature of Complaint</b>	Repudiation of Death Claim						
7.	<b>Amount of Claim</b>	0.00						
8.	<b>Date of Partial Settlement</b>							
9.	<b>Amount of relief sought</b>	5368000						
10.	<b>Complaint registered under Insurance Ombudsman Rules 2017</b>	Rule 13(1)(b) — any partial or total repudiation of claims by an insurer						
11.	<b>Date of hearing</b>	25-Apr-2023						
	<b>Place of hearing</b>	New Delhi						
12.	<b>Representation at the hearing</b>							
	<b>a)For the Complainant</b>	Mr. Arun Kumar Goenka						
	<b>b)For the Insurer</b>	Ms. Riya Daga						
13.	<b>Complaint how disposed</b>	Recommendation under Rule 16/25.04.2023						

**Brief Facts of the Case:**

Mr. Arun Kumar Goenka (hereinafter, the Complainant) has filed this complaint against the Bharti Axa Life Insurance Co. Ltd. (hereinafter, the Insurers) alleging mis-sale under the subject policy bearing no. 501-9161032.

**Contention of the complainant:**

The subject policy was sold to Ashish Kumar sold to them in May 2019 in which nominee is Mr. Arun Kumar Goenka at the yearly premium of Rs.5 lacs. Mr. Ashish died on 23.04.2023 and till his death all the yearly premium have been paid timely. On submission of his death claim the company rejected his death claim on ground of non-disclosure of material facts regarding the Insured. Now, he has approached this forum for relief.

**Contention of the Respondent:**

The Insurers in their Self-Contained Note dated 21.04.2023 have stated that the said policy documents along with copies of the supporting documents were delivered to the complainant on time. They have also stated in their SCN that the claim has been rejected on ground of non disclosure. Hence, their request for cancellation of policy could not be accepted.

**Observation and conclusions:**

Case called. Parties are present and recall their arguments as noted in Para 18 above. The Insurers argued that the amount of claim involved in this case is more than Rs.30 lacs which is beyond the scope of Ombudsman Rules 2017. The complainant also accepted this and agreed to move his complaint to the appropriate forum. Thus conciliation was arrived at between the Complainant and the Insurers, which I consider as fair given the circumstances of the case.



**Recommendation under Rule 16 of Insurance Ombudsman Rules 2017 (as amended from time to time)**

**COMPLAINT REF: NO: DEL-L-008-2324-0039**

**The complaint is settled by way of mediation as per Rule 16 of Insurance Ombudsman Rules, 2017, between the Complainant and the Insurers. Accordingly, the complainant was advised to move his complaint to appropriate forum as the amount was beyond jurisdiction of Ombudsman as per Insurance Ombudsman Rules, 2017.**

**AWARD NO:IO/DEL/R/LI/0053/2023-2024  
Date:26/Apr/2023**

**INSURANCE OMBUDSMAN  
Delhi**

**PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Delhi**  
**(State of Delhi)**  
**(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)**  
**Ombudsman Name : Sunita Sharma**  
**CASE OF COMPLAINANT - Poonam Sharma**  
**VS**  
**RESPONDENT: LIC of India**  
**COMPLAINT REF: NO: DEL-L-029-2324-0089**  
**AWARD NO:IO/DEL/R/LI/0022/2023-2024**

<b>1.</b>	<b>Name &amp; Address Of The Complainant</b>	Poonam Sharma 690, Jwala Nagar, Church Road, Shahdara, Delhi-110032						
<b>2.</b>	<b>Type Of Policy: Life</b> <b>Policy Details:</b>							
	<b>Policy Number</b>	<b>Sum Assured</b>	<b>From Date</b>	<b>To Date</b>	<b>DOC</b>	<b>Premium</b>	<b>Policy Term</b>	<b>Paying Term</b>
	123420669	220000	08-Mar-2006	08-Mar-2022	08-Mar-2006	0		
<b>3.</b>	<b>Name of insured</b>	Late Sh. Naveen Sharma (DLA)						
<b>4.</b>	<b>Name of the insurer/broker</b>	LIC of India						
<b>5.</b>	<b>Date of receipt of the Complaint</b>	13-Apr-2023						
<b>6.</b>	<b>Nature of Complaint</b>	Delay of partial claim payment						
<b>7.</b>	<b>Amount of Claim</b>	0.00						
<b>8.</b>	<b>Date of Partial Settlement</b>							
<b>9.</b>	<b>Amount of relief sought</b>	0						
<b>10.</b>	<b>Complaint registered under Insurance Ombudsman Rules 2017</b>	Rule 13(1)(a) - delay in settlement of claims						
<b>11.</b>	<b>Date of hearing</b> <b>Place of hearing</b>	24-Apr-2023 Delhi						
<b>12.</b>	<b>Representation at the hearing</b>							
	<b>a)For the Complainant</b>	Ms. Poonam Sharma the Complainant						
	<b>b)For the Insurer</b>	Mr. Rajesh Tikkoo Manager CRM Delhi DO-Two						
<b>13.</b>	<b>Complaint how disposed</b>							

**Brief Facts of the Case:**

Mrs. Poonam Sharma w/o Late Shri Naveen Sharma (hereinafter referred to as the Complainant) has filed this complaint against the decision of the LIC of India (hereinafter referred to as the Insurers) alleging delay of partial claim payment under the subject policy bearing number 123413876.

**Contention of the complainant:**

The subject policy was purchased by Late Shri Naveen Sharma(DLA), under marriage endowment plan,the claim was filed by the Complainant, being wife and nominee of the deceased in September 2017 after the demise of DLA. The claim was not paid on the pretext of payable at maturity under the plan. But on 08.03.2022 at maturity an amount of Rs. 52805/-only was transferred in her account instead of 2,20,000/- sum assured. The Complainant approached the Insurers on this ground susequently, some more amount was released but instead of transferring the amount to the nominee account the same was transferred to the closed account of DLA . Since then, the Complainant approached the Insurers for payment on 09.03.2022 but the Insurers did not respond and only a copy of the letter was provided to her. She represented the matter again on 25.03.2023 but no response was received from the Insurers so far. Therefore, she has now approached this forum for relief.

**Contention of the Respondent:**

The Insurers vide SCN dated 12.04.2023 have stated that the subject policy bearing number 123413876 was issued under LIC's Marriage Endowment/Education Annuity-WITH PROFIT plan. As per the terms and conditions of the policy, on death of the LA premium payment ceases and death claim is payable on the due date of maturity (Not on death of LA).Under the subject policy, premium payment ceased on the death of LA on 11.09.2017.On the due date of maturity i.e.on 08.03.2022,Paid up value of Rs. 52805/- was paid to the nominee instead of Maturity value.Balance payment (difference of Paid up value and Maturity value) of Rs.1,06,755/- was paid on 04.07.2022 into DLA's account instead of nominee's account.The matter has already been taken up with the HDFC bank for revert of the said amount and as soon as the amount is reverted the same will be paid to the nominee(the Complainant).

**Observation and conclusions:**

Case called. Parties are present and recall their arguments as noted in Para 21 & 22 above. The subject policy was issued with DOC 08.03.2006 under LIC's Marriage Endowment/Education Annuity-With Profit plan under the subject policy on death of the Life Assured premium ceases and death claim is payable on maturity. During hearing The Insurers stated that on due date of maturity, paid up amount was paid to nominee instead of maturity amount and an amount of Rs.106755/- after adjustment of loan and interest was paid in to DLA's account instead of nominee. The Insurer offered to provide detail of calculation and deduction of loan recovered and settle the claim payment to the Complainant and further at their own to follow up the matter with the HDFC bank for revert of amount transferred to them. The Complainant accepted this offer. Thus, conciliation was arrived at between the Complainant and the Insurers, which I consider as fair given the circumstances of the case.

**Recommendation under Rule 16 of Insurance Ombudsman Rules 2017 (as amended from time to time)**

**COMPLAINT REF: NO: DEL-L-029-2324-0089**

The case was settled under mediation as per Rule 16, of Insurance Ombudsman Rule, 2017. Accordingly the Insurer agreed to provide detail of deduction made towards the recovery of loan and settle the claim under the subject policy bearing number 123413876. The recommendation shall be complied within 30 days.

**AWARD NO:IO/DEL/R/LI/0022/2023-2024**  
**Date:24/Apr/2023**

**INSURANCE OMBUDSMAN**  
**Delhi**

**PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Delhi**  
**(State of Delhi)**  
**(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)**  
**Ombudsman Name : Sunita Sharma**  
**CASE OF COMPLAINANT - Usha Devi**  
**VS**  
**RESPONDENT: LIC of India**  
**COMPLAINT REF: NO: DEL-L-029-2324-0006**  
**AWARD NO:IO/DEL/A/LI/0018/2023-2024**

<b>1.</b>	<b>Name &amp; Address Of The Complainant</b>	Usha Devi B-37, Raut Chowk, Ambedkar Colony,, Chhattarpur, Delhi-110074						
<b>2.</b>	<b>Type Of Policy:</b> Life <b>Policy Details:</b>							
	<b>Policy Number</b>	<b>Sum Assured</b>	<b>From Date</b>	<b>To Date</b>	<b>DOC</b>	<b>Premium</b>	<b>Policy Term</b>	<b>Paying Term</b>
	129933439	300000	03-May-2019	03-May-2036	03-May-2019	0		
<b>3.</b>	<b>Name of insured</b>	Late Sh Kamlesh Kumar Meena						
<b>4.</b>	<b>Name of the insurer/broker</b>	LIC of India						
<b>5.</b>	<b>Date of receipt of the Complaint</b>	27-Mar-2023						
<b>6.</b>	<b>Nature of Complaint</b>	Repudiation of Death Claim						
<b>7.</b>	<b>Amount of Claim</b>	0.00						
<b>8.</b>	<b>Date of Partial Settlement</b>							
<b>9.</b>	<b>Amount of relief sought</b>	300000						
<b>10.</b>	<b>Complaint registered under Insurance Ombudsman Rules 2017</b>	Rule 13(1)(b) — any partial or total repudiation of claims by an insurer						
<b>11.</b>	<b>Date of hearing</b> <b>Place of hearing</b>	21-Apr-2023 New Delhi						
<b>12.</b>	<b>Representation at the hearing</b>							
	<b>a)For the Complainant</b>	Ms. Usha Devi the Complainant						
	<b>b)For the Insurer</b>	Mr. Manager CRM Jaipur DO-One						
<b>13.</b>	<b>Complaint how disposed</b>							

**Brief Facts of the Case:**

Ms. Usha Devi (hereinafter referred to as the Complainant) has filed this complaint against the decision of the LIC of India (hereinafter referred to as the Insurers) alleging repudiation of Death claim under the subject policy bearing number 129933439.

**Contention of the complainant:**

The subject policy was purchased by Late Sh. Kamlesh Kumar Meena, DLA, in the month of May 2019. He expired due to fall from the roof at his in-laws house at Alwar. The Complainant, wife of DLA, being nominee filed the death claim which was denied by the Insurer on the ground of suppression of material facts. The Complainant approached the Insurers on 08.06.2020, which was rejected by the Insurers vide their letter dated 23.03.2021. The Complainant represented for reconsideration of the decision on 15.06.2022 but the Insurers rejected her request again on 12.09.2022. Therefore, she has now approached this forum for relief.

**Contention of the Respondent:**

The Insurers vide SCN dated 17.03.2023 have contended that the DLA was suffering from mental illness and was under treatment for his illness for the last many years as per First information report (FIR), FR (Final report) and police investigation report, which was not disclosed by the DLA in the proposal form at the time of taking Insurance under the subject policy bearing number 129933439. Hence, the Death claim could not be admitted but premium received under the policy was refunded.

**Observation and conclusions:**

Case called. Parties are present and recall their arguments as noted in Para 21 & 22 above. The subject policy was issued with DOC 03.05.2019. The DLA was reported to have expired due to fall from the roof at his in-laws house at Alwar on 26.04.2021. During hearing, the Insurers stated that the DLA was suffering from the mental illness and was under treatment for his illness for the last many years as mentioned in the PIR (police investigation report). The DLA did not mention any facts about his illness in the proposal form at the time of taking Insurance policy. In these circumstances, it is obvious that at the time of taking the subject insurance policy these material facts were not mentioned in the proposal form by the DLA. Pursuantly, the complaint deserves to be rejected. However, the Insurer shall have to communicate in writing to the Complainant, the grounds and materials on which their decision to repudiate the death claim was based as required under Section 45(4) of the Insurance Act 1938.

**AWARD**

**COMPLAINT REF: NO: DEL-L-029-2324-0006**

**The complaint is rejected.**

**AWARD NO:IO/DEL/A/LI/0018/2023-2024**

**Date:24/Apr/2023**

**INSURANCE OMBUDSMAN**

**Delhi**

**PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Delhi**  
**(State of Delhi)**  
**(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)**  
**Ombudsman Name : Sunita Sharma**  
**CASE OF COMPLAINANT - Anju Setty**  
**VS**  
**RESPONDENT: LIC of India**  
**COMPLAINT REF: NO: DEL-L-029-2324-0088**  
**AWARD NO:IO/DEL/R/LI/0021/2023-2024**

1.	<b>Name &amp; Address Of The Complainant</b>	Anju Setty L-1/95-B, DDA Flats, Kalkaji, New Delhi-110019						
2.	<b>Type Of Policy: Life</b> <b>Policy Details:</b>							
	<b>Policy Number</b>	<b>Sum Assured</b>	<b>From Date</b>	<b>To Date</b>	<b>DOC</b>	<b>Premium</b>	<b>Policy Term</b>	<b>Paying Term</b>
	145536431	1200000	14-Oct-2020	14-Oct-2044	14-Oct-2020	0		
3.	<b>Name of insured</b>	Mst. Rushank Setty						
4.	<b>Name of the insurer/broker</b>	LIC of India						
5.	<b>Date of receipt of the Complaint</b>	12-Apr-2023						
6.	<b>Nature of Complaint</b>	Repudiation of PWB Claim						
7.	<b>Amount of Claim</b>	0.00						
8.	<b>Date of Partial Settlement</b>							
9.	<b>Amount of relief sought</b>	1200000						
10.	<b>Complaint registered under Insurance Ombudsman Rules 2017</b>	Rule 13(1)(b) — any partial or total repudiation of claims by an insurer						
11.	<b>Date of hearing</b> <b>Place of hearing</b>	24-Apr-2023 Delhi						
12.	<b>Representation at the hearing</b>							
	<b>a)For the Complainant</b>	Ms. Anju Setty The Complainant						
	<b>b)For the Insurer</b>	Mr. Vineet Mehrotra Manager CRM Delhi DO-One						
13.	<b>Complaint how disposed</b>							



**Brief Facts of the Case:**

**Ms. Anju Setty (hereinafter referred to as the Complainant) has filed this complaint against the decision of the LIC of India (hereinafter referred to as the Insurers) alleging Repudiation of Premium Waiver Benefit Claim on the ground of lapsed subject policy bearing number 145536431.**

**Contention of the complainant:**

The subject policy was purchased by the proposer, Shri Gyaneshwar Setty on the life of his son Master Rushank Setty, Life proposed, in the month of October, 2020 with PWB rider. The proposer passed away due to Covid on 08.06.2021. The Complainant, being mother of the Life assured filed a PWB claim on 21.07.2021, which the Insurers repudiated on 04.02.2022 on the ground that the policy was in lapsed condition. The Complainant represented for reconsideration of the decision on 17.03.2022 but the Insurers has not responded to the representation so far. Therefore, she has now approached this forum for relief.

**Contention of the Respondent:**

The Insurers vide SCN received on 06.04.2022 have stated that the documents for Premium waiver benefit under the subject policy bearing number 145536431 were received first time on 12.07.2021 from the complainant being mother of the LA and it was observed that at the time of death of the proposer, the subject policy was not 'In-force'. As per the terms and conditions of the plan, Policy should be 'In force' at the time of death of the proposer to avail the Premium waiver benefit. As far as payment instructions from the proposer is concerned there was no record found as such for ECS request/NACH mandate having received from the proposer for premium deduction and two premiums due 03/2021 and 04/2021 were paid in cash. As, the subject policy was in lapsed status due to the reason, premiums were neither deposited on due date nor within grace period, thus, the policy did not complete the requirements to receive the benefit of Premium waiver rider as PWB is not admissible in a lapsed policy.

**Observation and conclusions:**

Case called. Parties are present and recall their arguments as noted in Para 21 & 22 above. The subject policy was issued on 14.10.2020 on the life of Master Rushank Setty and Late sh. Gyaneshwar Setty as proposer. During hearing the Insurer stated that due to the reason the subject policy 'not in force' status, the PWB claim could not be admitted. The Complainant submitted that due to acute Covid pandemic situation and proposer himself admitted into hospital and under isolation due to Covid, later expired, were the circumstances for the non payment of monthly premium under the subject policy bearing number 145536431. Although, the Insurer were justified in not able to admit the PWB claim as per the terms and condition, however looking into the circumstances and over all scenario due to pandemic, the Insurer agreed to review and settle the claim. Both the parties agreed to this. Thus, conciliation was arrived at between the Complainant and the Insurers, which I consider as fair given the circumstances of the case.

**Recommendation under Rule 16 of Insurance Ombudsman Rules 2017 (as amended from time to time)**

**COMPLAINT REF: NO: DEL-L-029-2324-0088**

**The case was settled under mediation and Insurer agreed to review and settle the case accordingly, as per Rule 16 of Insurance Ombudsman Rules, 2017. The recommendation shall be complied within 30 days.**

**AWARD NO:IO/DEL/R/LI/0021/2023-2024**

**Date:24/Apr/2023**

**INSURANCE OMBUDSMAN**

**Delhi**

**PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Guwahati**  
**(States of Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland & Tripura)**  
**(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)**

**Ombudsman Name : SHRI SOMNATH GHOSH**  
**CASE OF COMPLAINANT - Hiranya Kr Borah**

**VS**

**RESPONDENT: LIC of India**  
**COMPLAINT REF: NO: G UW-L-029-2324-0016**  
**AWARD NO: IO/G UW/R/LI/0009/2023-2024**

<b>1.</b>	<b>Name &amp; Address Of The Complainant</b>	Hiranya Kr Borah Vill Barampur PS : Mangaldoi Dist Darrang Assam						
<b>2.</b>	<b>Type Of Policy: Life</b> <b>Policy Details:</b>							
	<b>Policy Number</b>	<b>Sum Assured</b>	<b>From Date</b>	<b>To Date</b>	<b>DOC</b>	<b>Premium</b>	<b>Policy Term</b>	<b>Paying Term</b>
	137611945	200000	28-Aug-2017	27-Aug-2041	28-Aug-2017	3187	24/Quarterly	15
<b>3.</b>	<b>Name of insured</b>	Tapan Kr Borah						
<b>4.</b>	<b>Name of the insurer/broker</b>	LIC of India						
<b>5.</b>	<b>Date of receipt of the Complaint</b>	11-Apr-2023						
<b>6.</b>	<b>Nature of Complaint</b>	Delay in settlement of claim						
<b>7.</b>	<b>Amount of Claim</b>	0.00						
<b>8.</b>	<b>Date of Partial Settlement</b>							
<b>9.</b>	<b>Amount of relief sought</b>	200000						
<b>10.</b>	<b>Complaint registered under Insurance Ombudsman Rules 2017</b>	Rule 13(1)(a) - delay in settlement of claims						
<b>11.</b>	<b>Date of hearing</b> <b>Place of hearing</b>	02-May-2023 Guwahati						
<b>12.</b>	<b>Representation at the hearing</b>							
	<b>a) For the Complainant</b>	NA						
	<b>b) For the Insurer</b>	NA						
<b>13.</b>	<b>Complaint how disposed</b>							

**Brief Facts of the Case:**

- (i) The complainant Mr Hiranya Kr Borah submitted that his brother Mr Tapan Kr Borah ( deceased life Assured ) had purchased a life Insurance policy from the Respondent Insurer , LIC of India for SA worth Rs.2,00,000/- under Quarterly mode of premium for Rs.3187.00 for 15 years ( policy term 24. Yrs)
- (ii) The life Assured Mr Tapan Kr Borah has expired on 18.01.2021
- (iii) On expiry of his brother he has submitted the claim papers to the Insurance Company for settlement of death on 11.08.2021
- (iv) The Insurance company have not settled the claim till the date of lodgement of **this complaint**
- (v) Being dissatisfied with Insurance company the complainant approached this forum and prayed before the Hon'ble Ombudsman to be sympathetic on him and kindly helps in settling the claim.

**Contention of the complainant:**

- (a) The Policy No: 137611945 issued on the life of Mr Tapan Kr Borah on 28.08.2017 by the Respondent Insurer for SA worth Rs. 2,00,000.00 under Quarterly mode of premium payable @ Rs. 3187.00 for 15 years ( Policy terms 24 yrs) .
- (b) The life assured Mr Tapan Borah expired on 18.01.2021. Being the recorded Sri Hiranya Kr Borah submitted the claim papers to the Respondent Insurer on 11.08.2021 .
- (c) The RI have not settled the claim till the date of lodgement of this complaint .

**Contention of the Respondent:**

- (a) On receipt of the hearing notice from this forum the Respondent Insurer vide email dated 27.04.2023 intimated that the claim have settled in favour of the recorded nominee on 26.04.2023.
- (b) RI paid Rs. 1,90,368.00 vide cheque No ; 0001400 dt 26.04.2023 after deduction of Rs. 9632.34 as unpaid premium till policy anniversary )
- (c) The complainant Sri Hiranya Kr Borah have also acknowledge the receipt of the amount and requested this forum to treat the complaint as closed .

**Observation and conclusions:**

The complainant Mr Hiranya Kr Borah intimated that the Respondent Insurer issued the Policy No: 137611945 on the life of Mr Tapan Kr Borah on 28.08.2017 by the Respondent Insurer for SA worth Rs. 2,00,000.00 under Quarterly mode of premium payable @ Rs. 3187.00 for 15 years ( Policy terms 24 yrs) . The life assured Mr Tapan Borah expired on 18.01.2021. Being the recorded Sri Hiranya Kr Borah submitted the claim papers to the Respondent Insurer on 11.08.2021 . The RI have not settled the claim till the date of lodgement of this complaint .

The respondent Insurer settled the claim in favour of claimant for Rs. 1,90,368.00 vide cheque No : 0001400 dt 26.04.2023 after deduction of Rs. 9632.34 as unpaid premium till policy anniversary )

**Recommendation under Rule 16 of Insurance Ombudsman Rules 2017 (as amended from time to time)**

**COMPLAINT REF: NO: G UW-L-029-2324-0016**

**The Respondent Insurer having settled that claim full and final for Rs 190368 following the complaint lodged with this Forum, the matter is deemed to be settled on MEDIATION basis.**

**The Complaint is hereby treated as Closed.**

**AWARD NO:IO/G UW/R/LI/0009/2023-2024  
Date:27/Apr/2023**

**INSURANCE OMBUDSMAN  
Guwahati**

**PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Guwahati**  
**(States of Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland & Tripura)**  
**(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)**  
**Ombudsman Name : SHRI SOMNATH GHOSH**  
**CASE OF COMPLAINANT - JYOTSHNA SAHA**  
**VS**  
**RESPONDENT: LIC of India**  
**COMPLAINT REF: NO: G UW-L-029-2324-0011**  
**AWARD NO: IO/GUW/A/LI/0011/2023-2024**

<b>1.</b>	<b>Name &amp; Address Of The Complainant</b>	JYOTSHNA SAHA Saha Hardware Mayong, 2 No Murkata Dist Morigaon						
<b>2.</b>	<b>Type Of Policy: Life</b> <b>Policy Details:</b>							
	<b>Policy Number</b>	<b>Sum Assured</b>	<b>From Date</b>	<b>To Date</b>	<b>DOC</b>	<b>Premium</b>	<b>Policy Term</b>	<b>Paying Term</b>
	414060983	500000	28-Sep-2020	27-Sep-2035	28-Sep-2020	9125	15/Quarterly	15
<b>3.</b>	<b>Name of insured</b>	Gopal Saha						
<b>4.</b>	<b>Name of the insurer/broker</b>	LIC of India						
<b>5.</b>	<b>Date of receipt of the Complaint</b>	04-Apr-2023						
<b>6.</b>	<b>Nature of Complaint</b>	Delay in Settlement						
<b>7.</b>	<b>Amount of Claim</b>	500000.00						
<b>8.</b>	<b>Date of Partial Settlement</b>							
<b>9.</b>	<b>Amount of relief sought</b>	500000						
<b>10.</b>	<b>Complaint registered under Insurance Ombudsman Rules 2017</b>	Rule 13(1)(a) - delay in settlement of claims						
<b>11.</b>	<b>Date of hearing</b> <b>Place of hearing</b>	27-Apr-2023 Guwahati						
<b>12.</b>	<b>Representation at the hearing</b>							
	<b>a) For the Complainant</b>	Mrs Jyotshna Saha						
	<b>b) For the Insurer</b>							
<b>13.</b>	<b>Complaint how disposed</b>							

**Brief Facts of the Case:**

(i) The complainant Mrs Jyotshna Saha submitted that her husband Mr Gopal Ch Saha ( deceased life Assured ) had purchased a life Insurance policy from the Respondent Insurer LIC of India on 28.09.2020 for SA worth Rs.5,00,000/- under Quarterly mode of premium @ Rs.9125.00 payment for 15 years.

(ii) Her husband Mr Gopal Ch Saha has expired on 27.05.2021

(iii) On expiry of her husband she has submitted the claim papers to the Insurance Company for settlement of death claim on 28.12.2021. Insurance company duly acknowledged the receipt of the same.

(iv) The Insurance company have not settled the claim till the date of lodgement of the complaint ( 04.04.2023)

(v) Being dissatisfied with Insurance company the complainant approached this forum and prayed before the Hon'ble Ombudsman to be sympathetic on her and kindly helps in settling the claim.

**Contention of the complainant:**

Policy No: 414060983 issued on 28.09.2020 on the life of Mr Gopal Ch Saha for SA worth Rs.5,00,000/- under Quarterly mode of premium payable Rs.9125.00 for 15Yrs ( Policy Term 15 Yrs ) . The life assured Mr Gopal Ch Saha expired on 27.05.2021 at GMCH Hospital , Guwahati . Mrs Jyotshna Saha being the recorded nominee intimated the claim to the Ins. company on 28.12.2021 . The Insurance company did not settled the claim till the date of complaint .

**Contention of the Respondent:**

- 1) Policy issued on 28.09.2020
- 2) Policy status as on date of death is in FORCE .
- 3) The Life Assured expired on 27.05.2021
- 4) As per premium history the policy stands revived 7 months prior to date of death.
- 5) As the claim is considered as very early in nature , investigation on the claim is in process.

**Observation and conclusions:**

During the course of the Hearing, the Complainant stated that her husband, since deceased, was the Life Assured in New Endowment Plan Policy of the Respondent Insurer with Basic Sum Assured of Rs 500000 and commencing on 28.09.20. The LA expired on 27.05.21 due to causes arising out of Covid-19 and the Hospital Certificate and Govt of Assam Certificate in this regard have also been submitted. Necessary compensation from the Govt of Assam in case of death due to Covid-19 has also been received. All available claim documents have been submitted to the RI. She further confirmed that the LA was not suffering from any illness prior to commencement of the Policy. However the RI has still not settled the claim despite repeated persuasion. The Complainant prayed for early settlement of her claim.

The representative of the Respondent Insurer stated that they have written to GMCH, the treating hospital vide letter dated 21.11.22 and reminder dated 27.03.23 to share the past medical treatment records and ailments if any, of the LA. This is to ascertain whether the Death occurred due to Covid-19 or any other comorbidity. However, in the absence of any reply so far from the hospital, they have been unable to process the claim.

This Forum notes that the cause of Death has been certified from official sources. Despite the same the Respondent Insurer has not settled the claim, rather they have written to the treating hospital for confirmation 18 months after the death of the LA. No reason has been provided for such delay in communication. Be that as it may, considering no forthcoming reply from the hospital and since no other evidence to the contrary could be produced, it can be assumed that the cause of Death ascertified in submitted official documents, are established. The claim merits settlement.

**AWARD**

**COMPLAINT REF: NO: G UW-L-029-2324-0011**

**This Forum has gone through the submitted documents and the submissions made during the Hearing by the Contesting parties. The Respondent Insurer is Directed to pay the applicable Sum Assured to the Complainant towards full and final settlement of the claim.**

**The Complaint is hereby treated as Closed.**

**AWARD NO: IO/GUW/A/LI/0011/2023-2024**

**Date: 28/Apr/2023**

**INSURANCE OMBUDSMAN**

**Guwahati**



**PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Guwahati**  
**(States of Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland & Tripura)**  
**(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)**

**Ombudsman Name : SHRI SOMNATH GHOSH**  
**CASE OF COMPLAINANT - JYOTSHNA SAHA**  
**VS**

**RESPONDENT: LIC of India**  
**COMPLAINT REF: NO: G UW-L-029-2324-0010**  
**AWARD NO: IO/GUW/A/LI/0010/2023-2024**

<b>1.</b>	<b>Name &amp; Address Of The Complainant</b>	JYOTSHNA SAHA Saha Hardware Mayong , 2 No Murkata Dist Morigoan , Assam						
<b>2.</b>	<b>Type Of Policy:</b> Life <b>Policy Details:</b>							
	<b>Policy Number</b>	<b>Sum Assured</b>	<b>From Date</b>	<b>To Date</b>	<b>DOC</b>	<b>Premium</b>	<b>Policy Term</b>	<b>Paying Term</b>
	486838380	500000	15-Mar-2016	14-Mar-2032	15-Mar-2016	10294	16/Quarterly	16
<b>3.</b>	<b>Name of insured</b>	Gopal Saha						
<b>4.</b>	<b>Name of the insurer/broker</b>	LIC of India						
<b>5.</b>	<b>Date of receipt of the Complaint</b>	04-Apr-2023						
<b>6.</b>	<b>Nature of Complaint</b>	Delay in settlement of death claim .						
<b>7.</b>	<b>Amount of Claim</b>	500000.00						
<b>8.</b>	<b>Date of Partial Settlement</b>							
<b>9.</b>	<b>Amount of relief sought</b>	500000						
<b>10.</b>	<b>Complaint registered under Insurance Ombudsman Rules 2017</b>	Rule 13(1)(a) - delay in settlement of claims						
<b>11.</b>	<b>Date of hearing</b> <b>Place of hearing</b>	27-Apr-2023 Guwahati						
<b>12.</b>	<b>Representation at the hearing</b>							
	<b>a) For the Complainant</b>	Mrs Jyotshna Saha						
	<b>b) For the Insurer</b>	Mrs Deepa Barman						
<b>13.</b>	<b>Complaint how disposed</b>							

**Brief Facts of the Case:**

(i) The complainant Mrs Jyotshna Saha submitted that her husband Mr Gopal Ch Saha ( deceased life Assured ) had purchased a life Insurance policy from the Respondent Insurer, LIC of India on 15. 03.2016 for SA worth Rs.5,00,000/- under Quarterly mode of premium @ Rs.10,294.00 payment for 16 years.

(ii) Her husband Mr Gopal Ch Saha has expired on 27.05.2021

(iii) On expiry of her husband she has submitted the claim papers to the Insurance Company for settlement of death claim on 28.12.2021. Insurance company duly acknowledged the receipt of the same.

(iv) The Insurance company have not settled the claim till the date of lodgement of the complaint ( 04.04.2023)

(i) Being dissatisfied with Insurance company the complainant approached this forum and prayed before the Hon'ble Ombudsman to be sympathetic on her and kindly helps in settling the claim.

**Contention of the complainant:**

Policy No: 486838380 issued on the life of Mr Gopal Ch Saha for SA worth Rs.5,00,000/- under Quarterly mode of premium payable Rs.10,294.00 for 16Yrs ( Policy Term 16 Yrs ) . The life assured Mr Gopal Ch Saha expired on 27.05.2021 at GMCH Hospital at Guwahati . Mrs Jyotshna Saha being the recorded nominee intimated the claim to the Ins. company on 28.12.2021 . The Insurance company did not settled the claim till the date of complaint

**Contention of the Respondent:**

1) Policy issued on 15.03.2016

2) Policy status as on date of death is in **FORCE** .

3) The Life Assured expired on 27.05.2021

4) As per premium history the policy stands revived 11 months prior to date of death.

5) As the claim is considered as very early in nature , investigation on the claim is in process.

**Observation and conclusions:**

During the course of the Hearing, the Complainant stated that her husband, since deceased, was the Life Assured in New Jeevan Anand Policy of the Respondent Insurer with Basic Sum Assured of Rs 500000 and commencing on 15.03.16. The LA expired on 27.05.21 due to causes arising out of Covid-19 and the Hospital Certificate and Govt of Assam Certificate in this regard have also been submitted. Necessary compensation from the Govt of Assam in case of death due to Covid-19 has also been received. All available claim documents have been submitted to the RI. She further confirmed that the LA was not suffering from any illness prior to commencement of the Policy. However the RI has still not settled the claim despite repeated persuasion. The Complainant prayed for early settlement of her claim.

The representative of the Respondent Insurer stated that they have written to GMCH, the treating hospital vide letter dated 21.11.22 and reminder dated 27.03.23 to share the past medical treatment records and ailments if any, of the LA. This is to ascertain whether the Death occurred due to Covid-19 or any other comorbidity. However, in the absence of any reply so far from the hospital, they have been unable to process the claim.

This Forum notes that the cause of Death has been certified from official sources. Despite the same the Respondent Insurer has not settled the claim, rather they have written to the treating hospital for confirmation 18 months after the death of the LA. No reason has been provided for such delay in communication. Be that as it may, considering no forthcoming reply from the hospital and since no other evidence to the contrary could be produced, it can be assumed that the cause of Death ascertified in submitted official documents, are established. The claim merits settlement.

**AWARD**

**COMPLAINT REF: NO: G UW-L-029-2324-0010**

**This Forum has gone through the submitted documents and the submissions made during the Hearing by the Contesting parties. The Respondent Insurer is Directed to pay the applicable Sum Assured to the Complainant towards full and final settlement of the claim.**

**The Complaint is hereby treated as Closed.**

**AWARD NO: IO/GUW/A/LI/0010/2023-2024**

**Date: 28/Apr/2023**

**INSURANCE OMBUDSMAN**

**Guwahati**

**PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Guwahati**  
**(States of Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland & Tripura)**  
**(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)**

**Ombudsman Name : SHRI SOMNATH GHOSH**

**CASE OF COMPLAINANT - PORAG JYOTI HAZARIKA**

**VS**

**RESPONDENT: PNB Metlife India Ins. Co. P. Ltd.**

**COMPLAINT REF: NO: G UW-L-033-2324-0007**

**AWARD NO: IO/GUW/A/LI/0004/2023-2024**

<b>1.</b>	<b>Name &amp; Address Of The Complainant</b>	PORAG JYOTI HAZARIKA GUWAHATI						
<b>2.</b>	<b>Type Of Policy:</b> Life <b>Policy Details:</b>							
	<b>Policy Number</b>	<b>Sum Assured</b>	<b>From Date</b>	<b>To Date</b>	<b>DOC</b>	<b>Premium</b>	<b>Policy Term</b>	<b>Paying Term</b>
	00000653	882000	28-Oct-2020	28-Oct-2032	28-Oct-2020	75361	12/SINGLE	12
<b>3.</b>	<b>Name of insured</b>		NRIPEN HAZARIKA					
<b>4.</b>	<b>Name of the insurer/broker</b>		PNB Metlife India Ins. Co. P. Ltd.					
<b>5.</b>	<b>Date of receipt of the Complaint</b>		01-Apr-2023					
<b>6.</b>	<b>Nature of Complaint</b>		Repudiation					
<b>7.</b>	<b>Amount of Claim</b>		0.00					
<b>8.</b>	<b>Date of Partial Settlement</b>							
<b>9.</b>	<b>Amount of relief sought</b>		882000					
<b>10.</b>	<b>Complaint registered under Insurance Ombudsman Rules 2017</b>		Rule 13(1)(b) — any partial or total repudiation of claims by an insurer					
<b>11.</b>	<b>Date of hearing</b>		24-Apr-2023					
	<b>Place of hearing</b>		Guwahati					
<b>12.</b>	<b>Representation at the hearing</b>							
	<b>a) For the Complainant</b>		Mr Porag Jyoti Hazarika (on line )					
	<b>b) For the Insurer</b>		Mrs Priya Dwivedi					
<b>13.</b>	<b>Complaint how disposed</b>							

**Brief Facts of the Case:**

- (i) The complainant Mr Parag Jyoti Hazarika submitted that his father Mr Nripen Hazarika ( deceased life Assured ) had purchased a life Insurance policy bearing group policy No: 0000653 from PNB Metlife Ins Co., Respondent Insurer on 28.10.2020 for SA worth Rs.8,82,000/- under SINGLE mode of premium for Rs. 75,361.88
- (ii) The life Assured Mr Nripen Hazarika has expired on 20.11.2020
- (iii) On expiry of his father he has submitted the claim papers to the Insurance Company for settlement of death .
- (iv) The RI has repudiated the claim as per terms and condition of policy schedule ( Clause No : 7(c) of policy schedule " **In case of non employer - employee group schemes, the Company shall not be liable to make payment under the Group Policy on the occurrence of the Insured Event during the waiting period of 30 days, unless the insured Event occurs due to an accident.**"
- (v) Being dissatisfied with the RI, the complainant approached this forum and prayed before the Hon'ble Ombudsman to be sympathetic on him and kindly helps in settling the claim.

**Contention of the complainant:**

The complainant Mr Parag Jyoti Hazarika intimated that the Group Policy No: 00000653 issued on 28.10.2020 on the life of his father Mr Nripen Hazarika for SA worth Rs.8,82,000/- under SINGLE mode of premium for Rs. 75,361.88 . Date of cessation of policy is 28.10.2032 . The policy was issued as collateral security against a loan sanctioned by Bank. The life assured Mr Nripen Hazarika expired on 20.11.2020 . Being the recorded nominee of the policy Mr Parag Jyoti Hazarika submitted the claim papers to the Ins.company for settlement of death claim. The Insurance company repudiated the claim due as the life assured expired with in one month from the date of issuing policy .

**Contention of the Respondent:**

- (i) The Group Policy No: 00000653 issued on the life of Mr Nripen Hazarika on 28.10.2020 for SA worth Rs.8,82,000/- under SINGLE mode of premium . The policy issued under **Non Employer - Employee Group Insurance scheme.**
- (ii) The life assured Mr Nripen Hazarika expired on 20.11.2020.
- (iii) Duration of the policy as on date of death is only 23 days .
- (iv) Mr Parag Jyoti Hazarika being the recorded nominee intimated the claim to the Ins. company .
- (v) Since the life assured expired only after 23 days from the date of accepting the insurance company conducted investigation over the claim.
- (v) On inquiry it reveals that the Life assured has expired due to ailment at his residence .
- (vi) The RI has repudiated the claim as per terms and condition of policy schedule ( **Clause No : 7(c) of policy schedule " In case of non employer - employee group schemes, the Company shall not be liable to make payment under the Group Policy on the occurrence of the Insured Event during the waiting period of 30 days, unless the insured Event occurs due to an accident."**

**Observation and conclusions:**

During the course of the Hearing, the Complainant stated that consequent upon his father, since deceased, availing Housing Loan from Punjab National Bank, he was required to obtain coverage vide Loan & Life Suraksha Certificate Insurance Policy from Respondent Insurer effective from 28.10.20 for twelve years with Sum Assured of Rs 882000 on payment of single premium amount of Rs 75361 excluding taxes. This was a group policy of account holders of Punjab National Bank. The Insured person expired on 20.11.20 as per Death Certificate submitted. However the RI vide their letter dated 27.03.21 and subsequent letter dated 21.04.23 has Repudiated the claim. The Complainant did not accept the contentions of such letters and prayed for settlement of the death claim.

The representative of the Respondent Insurer referred to Exclusion clause 7(c) of the Policy to point out the specific exclusion in coverage in the event of non-accidental death within the 30 days waiting period. Since the death occurred due to the Insured person suffering from Hypertension as per Doctor Certificate dated 25.01.21 and within 30 days of commencement of the Policy, the Exclusion clause is attracted. Hence the Repudiation is in order.

This Forum finds that the Respondent Insurer in its initial Repudiation letter dated 27.03.21 has rejected the claim on grounds of non-disclosure of PED despite the fact that in the Proposal Form the deceased Insured had disclosed that he was suffering from PED. Hence such Repudiation has been wrongly issued and the Complainant was well within his rights to assume that he had been wronged by such Repudiation. Thereafter, once the Complaint was raised with Ombudsman Forum, the RI has re-visited the matter and issued fresh Repudiation letter after two years from the earlier letter, this time citing the specific clause of rejection which is found to be according to Policy Terms and Conditions. It is therefore a matter of conjecture that, if the Respondent Insurer is not conversant with the Policy Conditions, how can the ordinary insuring public be aware of the same. Rather there has been no effort on the part of the RI or its banking intermediary to accurately and timely apprise the Complainant on the matter. This can well be construed as mental harassment and agony for the policyholder and his nominees which can be redressed by the appropriate judicial forum.

**AWARD**

**COMPLAINT REF: NO: G UW-L-033-2324-0007**

**This Forum has gone through the submitted documents and the submissions made during the Hearing by the Contesting parties. The claim has been appropriately Repudiated as per Exclusion clause of the Policy vide letter of Respondent Insurer dated 21.04.23.**

**The Complaint against Repudiation of the claim is therefore Dismissed and treated as Closed.**

**AWARD NO: IO/GUW/A/LI/0004/2023-2024**

**Date: 25/Apr/2023**

**INSURANCE OMBUDSMAN**

**Guwahati**

**PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Guwahati**  
**(States of Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland & Tripura)**  
**(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)**

**Ombudsman Name : SOMNATH GHOSH**  
**CASE OF COMPLAINANT - SANCHO SOHTUN**  
**VS**

**RESPONDENT: LIC of India**  
**COMPLAINT REF: NO: G UW-L-029-2324-0005**  
**AWARD NO: IO/G UW/A/LI/0006/2023-2024**

<b>1.</b>	<b>Name &amp; Address Of The Complainant</b>	SANCHO SOHTUN SHILLONG						
<b>2.</b>	<b>Type Of Policy: Life</b> <b>Policy Details:</b>							
	<b>Policy Number</b>	<b>Sum Assured</b>	<b>From Date</b>	<b>To Date</b>	<b>DOC</b>	<b>Premium</b>	<b>Policy Term</b>	<b>Paying Term</b>
	137634113	0			08-Dec-2017	0		
<b>3.</b>	<b>Name of insured</b>	PREM BAHADUR TAMANG						
<b>4.</b>	<b>Name of the insurer/broker</b>	LIC of India						
<b>5.</b>	<b>Date of receipt of the Complaint</b>	01-Apr-2023						
<b>6.</b>	<b>Nature of Complaint</b>	Policy Maturity Benefits						
<b>7.</b>	<b>Amount of Claim</b>	0.00						
<b>8.</b>	<b>Date of Partial Settlement</b>							
<b>9.</b>	<b>Amount of relief sought</b>	0						
<b>10.</b>	<b>Complaint registered under Insurance Ombudsman Rules 2017</b>	Rule 13(1)(c) — any dispute in regard to premium paid or payable in terms of the policy.						
<b>11.</b>	<b>Date of hearing</b> <b>Place of hearing</b>	25-Apr-2023 Guwahati						
<b>12.</b>	<b>Representation at the hearing</b>							
	<b>a) For the Complainant</b>	SANCHO SOHTUN						
	<b>b) For the Insurer</b>	Smt. D B Deka AO (Claims) LIC I GDO						
<b>13.</b>	<b>Complaint how disposed</b>	Through Hearing						

**Brief Facts of the Case:**

This is an annuity plan commenced from 08.12.2017 on the life of Prem Bahadur Tamang. The Single Instalment Premium was 600000/-. The life assured was expired on 30.11.2021. As per complainant statement Death Claim was settled for payment with a less amount of Rs. 40860/- on the other hand the RI has stated that At the time of DCL payment amount paid : Purchase price Rs. 600000/-

Less: Broken period annuity paid for 16.12.17 Rs. 1757/-

Less: Annuity due Jan-21 paid on 01.01.22 after the death of LA Rs.40860/-. Hence total amount paid Rs. 557383/- + Rs. 78/- = 557461/- As the dt. of Death of LA is 30.11.21 no broken period annuity for the period from 01.01.21 to 01.01.22 was paid. As such no less payment made at the time of settlement of Death Claim.

**Contention of the complainant:**

The complainant stated that he had received one annuity installment amounting to Rs.40860 on 01.01.2022 which was after the death of Life assured. He has again stated that at the time of settlement of Death Claim two annuity installments were deducted wrongly from calculated Death Claim Amount. Now the complainant wants to get refund one installment amounted to Rs. 40860/- deducted wrongly at the time of settlement of death claim.

**Contention of the Respondent:**

The RI has stated that at the time of DCL payment amount paid : Purchase price Rs. 600000/-

Less : Broken period annuity paid for 16.12.17 Rs. 1757/-

Less: Annuity due Jan-21 paid on 01.01.22 after the death of LA Rs.40860/-. Hence total amount paid Rs. 557383/- + Rs. 78/- = 557461/-. (Rs. 78/- less deducted due to different approach adopted for broken period annuity calculation at the time of settlement) As the date of Death of LA is 30.11.21 no broken period annuity for the period from 01.01.21 to 01.01.22 was paid. As such no less payment made at the time of settlement of Death Claim.

**Observation and conclusions:**

During the course of the Hearing, the Complainant stated that his father, since deceased, was the Life Assured in Jeevan Akshay VI Policy of the Respondent Insurer having Purchase Price of Rs 600000 and commencing on 08.12.17. Annuity payment of Rs 40860 has been duly received from the RI. The LA expired on 30.11.21 and the Death Certificate has been submitted. The RI has settled the Purchase Price on final payment of Rs 557461. The Complainant claimed that the RI has deducted two annuity instalments while releasing the final payment instead of one. Hence he appealed for refund of one Annuity instalment deducted in excess.

The representative of the Respondent Insurer submitted their calculations to establish that one annuity instalment of Rs 40860 and the broken period annuity amount of Rs 1757 has been deducted to arrive at the payable Purchase Price of Rs 557461. Hence such settlement is in order.

This Forum noted that the amount of final Purchase Price has been correctly arrived at in accordance with Policy Conditions. The Complainant wrongly claims that two annuity instalments were deducted. In such case the payable Purchase Price would be less than Rs 520000. He was accordingly explained the settlement calculation.



**AWARD**

**COMPLAINT REF: NO: G UW-L-029-2324-0005**

**This Forum has gone through the submitted documents and the submissions made during the Hearing by the Contesting parties.  
There is No Deficiency found in the actions of the Respondent Insurer.  
The Complaint is hereby treated as Closed.**

**AWARD NO: IO/GUW/A/LI/0006/2023-2024**

**Date: 26/Apr/2023**

**INSURANCE OMBUDSMAN**

**Guwahati**

**PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Guwahati**  
**(States of Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland & Tripura)**  
**(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)**  
**Ombudsman Name : SHRI SOMNATH GHOSH**  
**CASE OF COMPLAINANT - GULAM EUSUF BARBHUIYA**  
**VS**  
**RESPONDENT: LIC of India**  
**COMPLAINT REF: NO: G UW-L-029-2324-0008**  
**AWARD NO:IO/GUW/R/LI/0001/2023-2024**

<b>1.</b>	<b>Name &amp; Address Of The Complainant</b>	GULAM EUSUF BARBHUIYA BURIBAIL PT-2, PS-BORKH						
<b>2.</b>	<b>Type Of Policy:</b> Life <b>Policy Details:</b>							
	<b>Policy Number</b>	<b>Sum Assured</b>	<b>From Date</b>	<b>To Date</b>	<b>DOC</b>	<b>Premium</b>	<b>Policy Term</b>	<b>Paying Term</b>
	407574702	400000	18-Nov-2019	17-Nov-2039	18-Nov-2019	6155	20/Qly	20
<b>3.</b>	<b>Name of insured</b>		NURUL HUDA BARBHUIYA					
<b>4.</b>	<b>Name of the insurer/broker</b>		LIC of India					
<b>5.</b>	<b>Date of receipt of the Complaint</b>		01-Apr-2023					
<b>6.</b>	<b>Nature of Complaint</b>		Delay in Settlement					
<b>7.</b>	<b>Amount of Claim</b>		0.00					
<b>8.</b>	<b>Date of Partial Settlement</b>							
<b>9.</b>	<b>Amount of relief sought</b>		440507					
<b>10.</b>	<b>Complaint registered under Insurance Ombudsman Rules 2017</b>		Rule 13(1)(a) - delay in settlement of claims					
<b>11.</b>	<b>Date of hearing</b>		25-Apr-2023					
	<b>Place of hearing</b>		Guwahati					
<b>12.</b>	<b>Representation at the hearing</b>							
	<b>a)For the Complainant</b>		NA					
	<b>b)For the Insurer</b>		NA					
<b>13.</b>	<b>Complaint how disposed</b>		Recommendation					

**Brief Facts of the Case:**

(i)The complainant Mr Golam Usuf Barbhuiya submitted that his father Mr Nuru Huda Barbhuiya ( deceased life Assured) had purchased a life Insurance policy from LIC of India on 18.11.2019 for SA worth Rs.4,00,000/- under Quarterly mode of premium @ Rs.6,155.00 payment for 20 years.

(ii)His father Mr Nurul Huda Barbhuiya has expired on 17.07.2022.

(iii)On expiry of his father the claimant have submitted the claim papers to the Insurance Company for settlement of death claim on 17.08.2022. Insurance company

(iv)The Insurance company have not settled the claim till the date of lodgment of the complaint ( 01.04.2023)

(v)Being dissatisfied with Insurance company the complainant approached this forum and prayed before the Hon'ble Ombudsman to be sympathetic on him and kindly helps in settling the claim.

**Contention of the complainant:**

Policy No: 407574702 issued on the life of Mr Nurul Huda Barbhuiya for SA worth Rs.4,00,000/- under Quarterly mode of premium payable Rs.6,155.00 for 20 Yrs ( Policy Term 20 Yrs ). The life assured Mr Nurul Huda Barbhuiya expired on 17.07.2022. Mr Golam Usul Barbhuiya being the recorded nominee submitted the claim papers to the Ins. company on 17.08.2022. The Insurance company did not settled the claim till the date of complaint i.e.01.04.2023

**Contention of the Respondent:**

The Insurance company vide mail dated 20.04.2023 and self contained note (SCN) that they have settled the death claim for Rs.4,40,507.00 in favour of recorded nominee on 13.04.2023

**Observation and conclusions:**

The Forum received above noted complaint on 01.04.2023 from Mr Golam Eusuf Barbhuiya by post . It was a complaint against Life Insurance Corporation of India , Silchar DO being the Respondent Insurer for delay in settlement of death claim of his deceased father, the Life Assured, on 17.07.2022. The Complaint was registered on 01.04.2023. Accordingly intimation were sent to both the parties . After registration of complaint, the hearing was proposed to be held on 25.04.2023.

Intimations were sent to Insurance Company for submission of Self Contained Note.

The Insurance company, on perusal of the Complaint matter with the Ombudsman Forum has further reviewed the claim. They have vide mail dated 20.04.2023 and self contained note (SCN) stated that they have settled the death claim for Rs.4,40,507.00 in favour of recorded nominee on 13.04.2023

**Recommendation under Rule 16 of Insurance Ombudsman Rules 2017 (as amended from time to time)**

**COMPLAINT REF: NO: G UW-L-029-2324-0008**

The complainant have also confirmed vide email dated 21.04.2023 that he has received an amount of Rs.4,40,507.00 from the Respondent Insurer as death claim settlement against his complaint. The Complainant have also requested this Forum to close his complaint accordingly.

The contesting parties have confirmed amicable settlement and hence no further hearing is necessitated. The Complaint is deemed to be closed on MEDIATION basis.

**AWARD NO:IO/GUW/R/LI/0001/2023-2024**

**Date:24/Apr/2023**

**INSURANCE OMBUDSMAN**

**Guwahati**

**PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Hyderabad**  
**(State of Andhra Pradesh, Telangana and Yanam which is part of Union Territory of Puducherry)**  
**(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)**  
**Ombudsman Name : N SANKARAN**  
**CASE OF COMPLAINANT - D VAIJAYA LAXMI**  
**VS**  
**RESPONDENT: LIC of India**  
**COMPLAINT REF: NO: HYD-L-029-2324-0002**  
**AWARD NO: IO/HYD/A/LI/0001/2023-2024**

<b>1.</b>	<b>Name &amp; Address Of The Complainant</b>	D VAIJAYA LAXMI 1 53 MACHAPUR GEESUGONDA MANDAL						
<b>2.</b>	<b>Type Of Policy:</b> Life <b>Policy Details:</b>							
	<b>Policy Number</b>	<b>Sum Assured</b>	<b>From Date</b>	<b>To Date</b>	<b>DOC</b>	<b>Premium</b>	<b>Policy Term</b>	<b>Paying Term</b>
	698949702	500000	05-Jan-2021	05-Jan-2037	05-Jan-2021	3640	16/MONTHLY	16
<b>3.</b>	<b>Name of insured</b>		DHUPATI SURENDER					
<b>4.</b>	<b>Name of the insurer/broker</b>		LIC of India					
<b>5.</b>	<b>Date of receipt of the Complaint</b>		22-Feb-2023					
<b>6.</b>	<b>Nature of Complaint</b>		Repudiation of death claim					
<b>7.</b>	<b>Amount of Claim</b>		750000.00					
<b>8.</b>	<b>Date of Partial Settlement</b>							
<b>9.</b>	<b>Amount of relief sought</b>		500000					
<b>10.</b>	<b>Complaint registered under Insurance Ombudsman Rules 2017</b>		Rule 13(1)(b) — any partial or total repudiation of claims by an insurer					
<b>11.</b>	<b>Date of hearing</b>		11-Apr-2023					
	<b>Place of hearing</b>		Hyderabad					
<b>12.</b>	<b>Representation at the hearing</b>							
	<b>a) For the Complainant</b>		Self					
	<b>b) For the Insurer</b>		O VASANTHI					
<b>13.</b>	<b>Complaint how disposed</b>		Dismissed					

**Brief Facts of the Case:**

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The subject life insurance policy was taken on 05.01.2021. The complaint is against repudiation of death claim by the insurer on the grounds of suppression of material facts.

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The subject life insurance policy was taken on 05.01.2021. The complaint is against repudiation of death claim by the insurer on the grounds of suppression of material facts.

**Contention of the complainant:**

The complainant had stated that her husband had taken New Jeevan Anand policy for a sum assured of Rs. 5,00,000/-. Unfortunately he died on 07.02.2022. When the claim forms were submitted for death claim settlement, the insurer repudiated the claim due to suppression of material facts about the health condition of the deceased policyholder prior to taking the policy.

The complainant had stated that her husband had taken New Jeevan Anand policy for a sum assured of Rs. 5,00,000/-. Unfortunately he died on 07.02.2022. When the claim forms were submitted for death claim settlement, the insurer repudiated the claim due to suppression of material facts about the health condition of the deceased policyholder prior to taking the policy.

The complainant had stated that her husband had taken New Jeevan Anand policy for a sum assured of Rs. 5,00,000/-. Unfortunately he died on 07.02.2022. When the claim forms were submitted for death claim settlement, the insurer repudiated the claim due to suppression of material facts about the health condition of the deceased policyholder prior to taking the policy. "

The complainant had stated that her husband had taken New Jeevan Anand policy for a sum assured of Rs. 5,00,000/-. Unfortunately he died on 07.02.2022. When the claim forms were submitted for death claim settlement, the insurer repudiated the claim due to suppression of material facts about the health condition of the deceased policyholder prior to taking the policy.

The complainant had stated that her husband had taken New Jeevan Anand policy for a sum assured of Rs. 5,00,000/-. Unfortunately he died on 07.02.2022. When the claim forms were submitted for death claim settlement, the insurer repudiated the claim due to suppression of material facts about the health condition of the deceased policyholder prior to taking the policy.

**Contention of the Respondent:**

The respondent insurer had stated that the policy had not completed three years from the date of issuance. As such, the claim was examined keeping in view the provisions of Section 45 of Insurance Act 1938. The insurer submitted that as per the employer claim form 'E', the deceased life assured had availed sick leave multiple times for more than 15 days at a stretch from 29.03.2018 till date of death. Leave was availed for ankle sprain, leg swelling and pain was diagnosed with EDIMA. DLA was under regular treatment for HTN, DM and swelling of legs since 03.11.2020, and it was diagnosed as BIT pedal edema, cellulites and Filariasis, prior to the date of commencement of policy. This was not disclosed in the proposal for insurance submitted. This suppression of material facts which have had a bearing on the granting of risk was clearly done with an intent to deceive the insurer. Hence it was decided to repudiate all the liabilities under the policy with forfeiture of premiums paid as per policy terms and conditions.

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### **Observation and conclusions:**

The respondent insurer submitted that the life assured had answered the following questions in the proposal form as noted herein below:

Sec III

I. b) During the last 5 years did you consult a medical practitioner for any ailment requiring treatment for more than a week? Ans. No

c) Have you ever been admitted to any hospital or nursing home for general check-up, observation, treatment or operation? Ans. No

e) Are you suffering from or have you ever suffered from ailments pertaining to liver, stomach, heart, lungs, kidney, brain or nervous system? Ans. No

III What has been your usual state of health? Ans. Good

The insurer submitted that the aforesaid answers were false as employer claim form 'E' revealed that the deceased life assured had availed sick leave multiple times for more than fifteen days at a stretch from 29.03.2018 till date of death.

The Forum observes that the policy commenced on 05.01.2021. Unfortunately, the life assured expired on 07.02.2022. As per the death summary issued by Rohini Medikare(Pvt.)Ltd., the policyholder died of cardiorespiratory arrest while undergoing treatment for Filariasis. The policyholder had availed sick leave for viral fever, HTN, DM, swelling of both legs. The insurer repudiated the claim as material facts pertaining to availing of sick leave from 29.03.2018 were not disclosed by the life assured in the proposal form submitted at the time of issuance of policy. In view of this non-disclosure of material facts, the insurer did not get the opportunity to assess the risk correctly on the life of the policyholder at the time of proposal. Considering the above position, the Forum observes that the repudiation of claim under the policy by the insurer is in consonance with policy terms and conditions, and therefore, the Forum concurs with the same.

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Pursuant to the hearing notice both the parties attended the online hearing and reiterated their contentions.

The respondent insurer submitted that the life assured had answered the following questions in the proposal form as noted herein below:

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**AWARD**

**COMPLAINT REF: NO: HYD-L-029-2324-0002**

Considering facts of the case, the Forum concurs with the decision of insurer to repudiate the claim under the policy.

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**AWARD NO:IO/HYD/A/LI/0001/2023-2024**

**Date:17/Apr/2023**

**INSURANCE OMBUDSMAN**

**Hyderabad**

**PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Hyderabad**  
**(State of Andhra Pradesh, Telangana and Yanam which is part of Union Territory of Puducherry)**  
**(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)**  
**Ombudsman Name : N SANKARAN**  
**CASE OF COMPLAINANT - Maggi Simhadri**  
**VS**  
**RESPONDENT: LIC of India**  
**COMPLAINT REF: NO: HYD-L-029-2324-0012**  
**AWARD NO: IO/HYD/A/LI/0002/2023-2024**

<b>1.</b>	<b>Name &amp; Address Of The Complainant</b>	Maggi Simhadri S/o M.Likon Post&Vil: Bosubeda Mdl Araku valley Dist Visakhapatnam						
<b>2.</b>	<b>Type Of Policy: Life</b> <b>Policy Details:</b>							
	<b>Policy Number</b>	<b>Sum Assured</b>	<b>From Date</b>	<b>To Date</b>	<b>DOC</b>	<b>Premium</b>	<b>Policy Term</b>	<b>Paying Term</b>
	613932346	100000	28-May-2019	28-May-2039	28-May-2019	6289	20/YEARLY	20
<b>3.</b>	<b>Name of insured</b>	Maggi Lakshmi						
<b>4.</b>	<b>Name of the insurer/broker</b>	LIC of India						
<b>5.</b>	<b>Date of receipt of the Complaint</b>	03-Mar-2023						
<b>6.</b>	<b>Nature of Complaint</b>	Repudiation of death claim						
<b>7.</b>	<b>Amount of Claim</b>	0.00						
<b>8.</b>	<b>Date of Partial Settlement</b>							
<b>9.</b>	<b>Amount of relief sought</b>	100000						
<b>10.</b>	<b>Complaint registered under Insurance Ombudsman Rules 2017</b>	Rule 13(1)(b) — any partial or total repudiation of claims by an insurer						
<b>11.</b>	<b>Date of hearing</b> <b>Place of hearing</b>	18-Apr-2023 Hyderabad						
<b>12.</b>	<b>Representation at the hearing</b>							
	<b>a) For the Complainant</b>	Self						
	<b>b) For the Insurer</b>	N.Satish Administrative Officer						
<b>13.</b>	<b>Complaint how disposed</b>	Dismissed						

**Brief Facts of the Case:**

The subject life insurance policy was taken on 28.05.2019. The complaint is against repudiation of death claim by the insurer on the grounds of suppression of material facts.

**Contention of the complainant:**

The complainant had stated that his wife had taken New Jeevan Anand policy for a sum assured of Rs. 1,00,000/-. Unfortunately she died on 12.04.2021. When the claim forms were submitted for death claim settlement, the insurer repudiated the claim due to suppression of material facts about the health condition of the deceased policyholder prior to taking the policy.

**Contention of the Respondent:**

The respondent insurer had stated that the policy had not completed three years from the date of issuance. As such, the claim was examined keeping in view the provisions of Section 45 of Insurance Act 1938. The insurer submitted that as per copy of discharge summary with IP No. 1803817 with date of admission 27.03.2018 from Queens NRI hospital Visakhapatnam, the life assured was diagnosed with Carcinoma Ovary and had taken treatment in the hospital, prior to the date of proposal. This was not disclosed in the proposal for insurance submitted. This suppression of material facts which have had a bearing on the granting of risk was clearly done with an intent to deceive the insurer. Hence it was decided to repudiate all the liabilities under the policy with forfeiture of premiums paid as per policy terms and conditions.

**Observation and conclusions:**

Pursuant to the hearing notice both the parties attended the online hearing and reiterated their contentions.

The respondent insurer submitted that the life assured had answered the following questions in the proposal form as noted herein below:

Q.No. 11. Personal history

- a) During the last 5 years did you consult a medical practitioner for any ailment requiring treatment for more than a week? Ans. No
- b) Have you ever been admitted to any hospital or nursing home for general check-up, observation, treatment or operation? Ans. No
- d) Are you suffering from or have you ever suffered or undergone investigation in the past or have you been advised to undergo investigation or treatment for the following ailments:  
cancer/leukemia/lymphoma/tumor/cyst/any other growth/lumps/blood disorder/enlarged glands ? Ans. No
- g) What has been your usual state of health? Ans. Good

The insurer submitted that the aforesaid answers were false as can be seen from copy of discharge summary from Queens NRI hospital Visakhapatnam which revealed that the deceased life assured had taken treatment for Carcinoma Ovary, prior to the date of proposal

The Forum observes that the insurer repudiated the claim as the material facts pertaining to treatment taken for Carcinoma Ovary prior to taking policy, were not disclosed by the life assured in the proposal form submitted at the time of issuance of policy. In view of this non-disclosure of material facts, the insurer did not get the opportunity to assess the risk correctly on the life of the policyholder at the time of proposal. Considering the above position, the Forum observes that the repudiation of claim under the policy by the insurer is in consonance with policy terms and conditions, and the Forum concurs with the same.

**AWARD**

**COMPLAINT REF: NO: HYD-L-029-2324-0012**

**Considering facts of the case, the Forum concurs with the decision of insurer to repudiate the claim under the policy.**

**AWARD NO:IO/HYD/ALI/0002/2023-2024**  
**Date:18/Apr/2023**

**INSURANCE OMBUDSMAN**  
**Hyderabad**

**PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Kolkata**  
**(States of West Bengal, Sikkim and Union Territories of Andaman & Nicobar Islands)**  
**(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)**

**Ombudsman Name : MS. KIRAN SAHDEV**  
**CASE OF COMPLAINANT - Col. Dr. Anirban Gupta**  
**VS**

**RESPONDENT: LIC of India**  
**COMPLAINT REF: NO: KOL-L-029-2324-0077**  
**AWARD NO:IO/KOL/R/LI/0035/2023-2024**

<b>1.</b>	<b>Name &amp; Address Of The Complainant</b>	Col. Dr. Anirban Gupta Flat No. 57/7, Manekshaw Enclave, Delhi Cantt., New Delhi - 110 010.						
<b>2.</b>	<b>Type Of Policy:</b> Life <b>Policy Details:</b>							
	<b>Policy Number</b>	<b>Sum Assured</b>	<b>From Date</b>	<b>To Date</b>	<b>DOC</b>	<b>Premium</b>	<b>Policy Term</b>	<b>Paying Term</b>
	403933336	1000000	08-Feb-2019		08-Feb-2019	0	16	16
	402862147	1000000	06-Dec-2018		06-Dec-2018	0	16	16
	469623450	400000	21-Dec-2012		21-Dec-2012	0	20	20
<b>3.</b>	<b>Name of insured</b>	Col. Dr. Anirban Gupta						
<b>4.</b>	<b>Name of the insurer/broker</b>	LIC of India						
<b>5.</b>	<b>Date of receipt of the Complaint</b>	28-Mar-2023						
<b>6.</b>	<b>Nature of Complaint</b>	Non -payment of Accident Benefit						
<b>7.</b>	<b>Amount of Claim</b>	0.00						
<b>8.</b>	<b>Date of Partial Settlement</b>							
<b>9.</b>	<b>Amount of relief sought</b>	0						
<b>10.</b>	<b>Complaint registered under Insurance Ombudsman Rules 2017</b>	Rule 13(1)(b) — any partial or total repudiation of claims by an insurer						
<b>11.</b>	<b>Date of hearing</b> <b>Place of hearing</b>	27-Apr-2023 Kolkata						
<b>12.</b>	<b>Representation at the hearing</b>							
	<b>a)For the Complainant</b>	Anirban Gupta						
	<b>b)For the Insurer</b>	Subrata Chatterjee						
<b>13.</b>	<b>Complaint how disposed</b>	BY ONLINE HEARING						

**Brief Facts of the Case:**

The complainant is the paternal uncle of the deceased and the death claim for the 3 policies have been paid to him. The complainant has alleged that the insurer has not settled the accident claim although the necessary papers have been submitted . According to the complainant, the insurer has repudiated the accident claim wrongly and the claim should be settled at the earliest. The insurer had repudiated the claim and the letter sent on 25.11.2021. Subsequently the insurer referred the claim to the Zonal review committee who admitted the payment on 31.03.2023 but the same could not be paid due to litigation by rival claimant.

**Contention of the complainant:**

The complainant has alleged that the accidental claim has been wrongly repudiated by the insurer on grounds of rash and negligent driving. This was not true as the life assured had no past road traffic accidental cases registered against him and he had a valid driving license. He also had valid papers of the vehicle and was wearing a helmet at the time of accident. The postmortem report found no evidence of alcohol or intoxicating agents and attributed cause of death to internal injuries to liver and blood vessels and fracture pelvis. So it is wrong to deny the claim based on a trivial conjectural statement as per police report of accident.

**Contention of the Respondent:**

The insurer has responded with the following facts:

1. LIC of India states that the DLA died on 21.09.2020 at Yelanka, Bengaluru, Karnataka due to Road traffic accident.
2. LIC of india also states that basic death claim under all the 3 policies were paid to the claimant (Mr Anirban Gupta) on 29.03.2021, 29.03.2021 and 07.12.2020.
3. LIC of India states that the case was referred to Eastern Zonal Office who admitted the accident benefit claim on 31.03.2022.
4. LIC of India also states that since a rival claim court case was filed by Smt Ruby Gupta, mother of deceased on 21.03.2022 before Civil Judge (Jr Div)1st Court Durgapur, Title suit No.328 of 2021, LIC is unable to pay the accident claim.
5. LIC of India also states that the payment will be made as soon as the order is received from the Court.

**Observation and conclusions:**

It was observed that the claim was first repudiated and later approved by higher office of LIC. The insurer has not made the payment in view of a rival claimant although it is not clear whether any injunction has been issued by the court to stop payment. The insurer could not produce the injunction and only supplied the case details . As such, since the accident benefit is payable , they would proceed as per rules and advice of the legal dept of the insurer.



**Recommendation under Rule 16 of Insurance Ombudsman Rules 2017 (as amended from time to time)**

**COMPLAINT REF: NO: KOL-L-029-2324-0077**

Taking into account the facts and circumstances of the case, the submission by the complainant and the insurer at the hearing, and the relevant documents, it is observed that the basic sum assured under all the policies has been settled. Accident Benefit, though payable, is not yet released by the Insurer due to rival claim. On perusal of the relevant records it is felt that the respondent insurer has not acted properly as there is no such prohibitory order by any court of law not to release the assured amount of accident benefit. Hence it is recommended that the insurer should relook the matter on the basis of their internal guidelines including seeking legal opinion. In the event of releasing payment of accident benefit, when there is no legal restrictions, IRDAI guidelines will also be applicable for payment of interest due to delay in settlement.  
The complaint is disposed of.

**AWARD NO:IO/KOL/R/LI/0035/2023-2024**

**Date:28/Apr/2023**

**INSURANCE OMBUDSMAN**

**Kolkata**

**PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Kolkata**  
**(States of West Bengal, Sikkim and Union Territories of Andaman & Nicobar Islands)**  
**(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)**

**Ombudsman Name : Ms Kiran Sahdev**  
**CASE OF COMPLAINANT - Namita Patra**

**VS**

**RESPONDENT: LIC of India**  
**COMPLAINT REF: NO: KOL-L-029-2324-0044**  
**AWARD NO:IO/KOL/R/LI/0011/2023-2024**

<b>1.</b>	<b>Name &amp; Address Of The Complainant</b>	Namita Patra W/o - Late Soumitra Patra, 70/2, Barisha Dakshin Para Road, Kolkata - 700 063.						
<b>2.</b>	<b>Type Of Policy:</b> Life <b>Policy Details:</b>							
	<b>Policy Number</b>	<b>Sum Assured</b>	<b>From Date</b>	<b>To Date</b>	<b>DOC</b>	<b>Premium</b>	<b>Policy Term</b>	<b>Paying Term</b>
	405557709	300000	09-Jan-2020	07-Dec-2034	09-Jan-2020	1530	21/M	15
<b>3.</b>	<b>Name of insured</b>	Soumitra Patra						
<b>4.</b>	<b>Name of the insurer/broker</b>	LIC of India						
<b>5.</b>	<b>Date of receipt of the Complaint</b>	13-Apr-2023						
<b>6.</b>	<b>Nature of Complaint</b>	CLAIM NOT PAID						
<b>7.</b>	<b>Amount of Claim</b>	0.00						
<b>8.</b>	<b>Date of Partial Settlement</b>							
<b>9.</b>	<b>Amount of relief sought</b>	0						
<b>10.</b>	<b>Complaint registered under Insurance Ombudsman Rules 2017</b>	Rule 13(1)(b) — any partial or total repudiation of claims by an insurer						
<b>11.</b>	<b>Date of hearing</b> <b>Place of hearing</b>	25-Apr-2023 Kolkata						
<b>12.</b>	<b>Representation at the hearing</b>							
	<b>a)For the Complainant</b>							
	<b>b)For the Insurer</b>							
<b>13.</b>	<b>Complaint how disposed</b>							

**Brief Facts of the Case:**

Complainant purchased LICs JEEVAN LABH policy on 9/01/2020 of sum assured Rs 3 lac with monthly installment of Rs 1530/-.Life assured died on 19/10/2022 .As per death certificate life assured was suffering from lung cancer and expired due to cardio respiratory failure.On the basis of suppression of material facts insurance company repudiated the case and refunded the premium paid under the policy towards full and final settlement of claim.

**Contention of the complainant:**

Complainant requested for death claim after submitting all documents.On 20th Jan 2023 she received claim amount of 55080/-instead of Rs 3 lac. She alleged that she belong to middle class family ,her husband was suffering from lung cancer . For treatment she took loan from the company and family friends.She has a son of 14 year.Moreover she alleged that her husband health was good in the month of Jan 2020 so they have not consulted any doctor .She raised a question that if health check up was required then why LIC have not done that before policy issue.Her father in law was alive in 2020 and his health was good at that time.She alleged that the point in the proposal form regarding consumption of tobacco in any form was kept blank and insurance company released policy bond .Her husband was diagnosed with cancer in the month of Sep 2020 and all problems started afterwards. She also mentioned that LIC agent is their family friend and he was aware of all facts.

**Contention of the Respondent:**

The branch office repudiated the claim and refunded the premium .The higher office of insurance company has paid the balance amount of Rs 284520/-

sum assured---300000/-

Vested bonus.....26400/-

Interim bonus....13200/-

TOTAL PAYABLE..339600/-

Already paid...55080/-

Net amount Paid...284520/-

**Observation and conclusions:**

AS the total amount of Rs 55080/- and Rs 284520/- have been credited to the claimant 's account with Indian bank . Claimant has given a mail verifying that she received the claimed amount and want to withdraw the complaint.

**Recommendation under Rule 16 of Insurance Ombudsman Rules 2017 (as amended from time to time)**

**COMPLAINT REF: NO: KOL-L-029-2324-0044**

**On going through documentation it was found that insurance company settled the claim by paying death claim of Rs 284520/- on 17/04/2023 to the complainant. Accordingly complaint is disposed without going through hearing process .**

**AWARD NO:IO/KOL/R/LI/0011/2023-2024**

**Date:21/Apr/2023**

**INSURANCE OMBUDSMAN**

**Kolkata**

**PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Lucknow**  
**(State of Uttar Pradesh(Districts of Eastern Part))**  
**(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)**  
**Ombudsman Name : ATUL SAHAI**  
**CASE OF COMPLAINANT - Savitri Devi**  
**VS**  
**RESPONDENT: LIC of India**  
**COMPLAINT REF: NO: LCK-L-029-2324-0009**  
**AWARD NO:IO/LCK/A/LI/0002/2023-2024**

<b>1.</b>	<b>Name &amp; Address Of The Complainant</b>	Savitri Devi W/O Shyam Raj Vill & Po- Mataulipur						
<b>2.</b>	<b>Type Of Policy:</b> Life <b>Policy Details:</b>							
	<b>Policy Number</b>	<b>Sum Assured</b>	<b>From Date</b>	<b>To Date</b>	<b>DOC</b>	<b>Premium</b>	<b>Policy Term</b>	<b>Paying Term</b>
	246318174	100000			28-Jan-2017	0		
<b>3.</b>	<b>Name of insured</b>	Vinod Kumar						
<b>4.</b>	<b>Name of the insurer/broker</b>	LIC of India						
<b>5.</b>	<b>Date of receipt of the Complaint</b>	03-Apr-2023						
<b>6.</b>	<b>Nature of Complaint</b>	DAB CLAIM NOT PAID						
<b>7.</b>	<b>Amount of Claim</b>	0.00						
<b>8.</b>	<b>Date of Partial Settlement</b>							
<b>9.</b>	<b>Amount of relief sought</b>	100000						
<b>10.</b>	<b>Complaint registered under Insurance Ombudsman Rules 2017</b>	Rule 13(1)(b) — any partial or total repudiation of claims by an insurer						
<b>11.</b>	<b>Date of hearing</b> <b>Place of hearing</b>	24-Apr-2023 Lucknow						
<b>12.</b>	<b>Representation at the hearing</b>							
	<b>a)For the Complainant</b>	Mrs. Savitri Devi						
	<b>b)For the Insurer</b>	Mr. Ravindra Gupta						
<b>13.</b>	<b>Complaint how disposed</b>	Award						

**Brief Facts of the Case:**

Smt. Savitri Devi had filed a complaint against L I C of India, Divisional Office- Gorakhpur for nonpayment of Double Accident Claim Benefit under the policy number 246318174 which was issued in the name of her Son Late Vinod Kumar.

**Contention of the complainant:**

The Claimant Smt. Savitri Devi stated in her complaint that her son had died due to murder but Insurance company had not paid the double accident benefit payment. DAB claims had been denied by insurance company on the basis of murder of her son was due to land dispute and old rivalry. She further stated that there was neither any land dispute nor any court case was pending against the name of her Son. She urged for payment of DAB Claim.

**Contention of the Respondent:**

In the SCN/ Written reply Respondents submits that death of the Life Assured was due to old rivalry due to land dispute and a planned murder which is proved from the police final report. This type of murder was not an accidental murder. But it was a murder simplicitor and could not satisfy the double accidental benefit terms and conditions. They have already paid the basic sum assured under the policy as death claim benefit and denial the DAB.

**Observation and conclusions:**

On going through the Police FIRNo. 0081, dated 29.04.2018 P.S. Shidhari, District- Azamgarh. DLA had been killed by some known persons due to old rivalry of land disputes. Their intention to kill the DLA. Police has convicted named culprit and filed final charge sheet under Section 304,323,504,506 IPC.

On the basis of above it is clear that the murder was not an accident but a murder simplicitor.

On the basis of above complaint lacks merits and is liable to be dismissed.

**AWARD**

**COMPLAINT REF: NO: LCK-L-029-2324-0009**

**Complaint is dismissed.**

**AWARD NO:IO/LCK/A/LI/0002/2023-2024**

**Date:27/Apr/2023**

**INSURANCE OMBUDSMAN**

**Lucknow**

**PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Lucknow**  
**(State of Uttar Pradesh(Districts of Eastern Part))**  
**(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)**  
**Ombudsman Name : ATUL SAHAI**  
**CASE OF COMPLAINANT - HARINAAM**  
**VS**  
**RESPONDENT: Bharti AXA Life Ins. Co. Ltd.**  
**COMPLAINT REF: NO: LCK-L-008-2324-0004**  
**AWARD NO:IO/LCK/A/LI/0001/2023-2024**

1.	<b>Name &amp; Address Of The Complainant</b>	HARINAAM S/O ARJUN LAL VILL- BARGADIYA PO-BAIBAHA						
2.	<b>Type Of Policy:</b> Life							
	<b>Policy Details:</b>							
	<b>Policy Number</b>	<b>Sum Assured</b>	<b>From Date</b>	<b>To Date</b>	<b>DOC</b>	<b>Premium</b>	<b>Policy Term</b>	<b>Paying Term</b>
	9517073567	100000	10-Apr-2021			215		
3.	<b>Name of insured</b>	ANITA DEVI						
4.	<b>Name of the insurer/broker</b>	Bharti AXA Life Ins. Co. Ltd.						
5.	<b>Date of receipt of the Complaint</b>	24-Mar-2023						
6.	<b>Nature of Complaint</b>	Repudiation of Death Claim						
7.	<b>Amount of Claim</b>	0.00						
8.	<b>Date of Partial Settlement</b>							
9.	<b>Amount of relief sought</b>	300000						
10.	<b>Complaint registered under Insurance Ombudsman Rules 2017</b>	Rule 13(1)(b) — any partial or total repudiation of claims by an insurer						
11.	<b>Date of hearing</b>	21-Apr-2023						
	<b>Place of hearing</b>	Lucknow						
12.	<b>Representation at the hearing</b>							
	<b>a)For the Complainant</b>	Absent						
	<b>b)For the Insurer</b>	Mr. Indermeet Singh						
13.	<b>Complaint how disposed</b>	Award						



**Brief Facts of the Case:**

Mr. Harinam, s/o Late Smt. Anita Devi, the Life Assured under captioned PolicyNo.9517073567 (PMJJBY), has lodged a complaint against respondent, Bharti AXA Life Insurance Co. Ltd on 02.03.2023 alleging that the insurer has wrongly "Repudiated the Death Claim" on the grounds that the submitted death certificate was found to be fake.

The complainant vide his letter dated 02.03.2023 has stated that his mother Late Smt. Anita Devi, (DLA) had expired in her residence on 30.05.2021. When a claim was lodged with the company, officials investigated the matter and the company subsequently repudiated the claim. The claimant emphasized that the death certificate has been issued by Secretary, Gram Panchayat, Ibrahimpur and the same is a genuine document. However, the respondent on the basis of their investigation repudiated the claim on following grounds;

- That the Death Certificate of Anita Devi submitted by claimant was found to be fake.
  - The policy was procured and claim was made with an intention to defraud the company and derive unlawful benefits from the same.
- Being aggrieved, the claimant approached this forum for grant of justice.

**Contention of the complainant:**

The Complainant vide his complaint dated 02.03.2023 has stated that the policy no. 9517073567 (PMJJBY & Airtel Payment Bank) was issued on the life his mother late Mrs. Anita Devi, who expired on 30.05.2021. Complainant further stated that on 29.08.2021, when death a claim was lodged with company, the officials visited the place and investigated the matter. After some time, the respondent vide their letter dated 19.09.2021, repudiated the death claim under above policy on the grounds that the death certificate of Late Smt. Anita Devi, submitted for claim, was found to be fake. The claimant raised the issue and stated that the death certificate had been issued by Secretary, Gram Panchayat, Ibrahimpur and is a genuine document. Further, the claimant has submitted a correction letter dated 05.10.2021 of Block Development Officer, Vill & PO Ibrahimpur certifying the correct registration number of death certificate of late Smt. Anita Devi issued by his office. However, the company on the basis of their findings repudiated the claim.

On repudiation, the claimant approached the Ombudsman on 02.03.2023 for redressal of his grievance.

**Contention of the Respondent:**

The respondent, Bharti AXA Life Insurance Co. Ltd. has repudiated the death claim under captioned policy vide their letter dated 19.09.2021 on the following grounds;

- That the Death Certificate of Anita Devi submitted by claimant was found to be fake.
- The policy was procured and claim was made with an intention to defraud the company and derive unlawful benefits from the same.

The respondent vide their repudiation letter dated 19.09.2021 has stated that they hold in disputable evidences which establish that late Mrs. Anita Devi never lived in the area specified in the proposal form and no death intimation had been submitted. The respondent further submitted that they have decided to decline the claim under the policy on the grounds of fraud and suppression of material information.

The respondent further stated that they are satisfied that there has been a deliberate attempt to defraud the company therefore company has rejected the claim under the policy since the contract entered for insurance itself is Void Ab initio.

The respondent further stated that they have conducted the detailed investigation, during the investigation, it was found by them that the DLA had procured the policy with the intention to defraud the company and derive unlawful benefits from the same. She had actively concealed her real age from the respondent. As per the investigation conducted by the insurance company, the originality of the death certificate submitted by the complainant is disputed. It is pertinent to note that the date of death was 30.05.2021 as per the manual death certificate dated 16.08.2021 vide reg.no.422. Also, the death certificate is manual when no manual death certificate was issued in UP for a long time. Also, during the investigation, it was found that no nominee/insured person was available at the provided address.

**Observation and conclusions:**

Ongoing through the claim record it was observed that a manual death certificate was submitted by the claimant for receiving the death claim amount from the respondent's company. Investigation report of the respondent's company reveals that the above manual death certificate had already been cancelled by the competent authority. Statement of Gram Pradhan was also annexed with the investigation which reveals that late Smt. Anita Devi had already expired two years back. Gram Pradhan also certified that the DLA did not reside at her house for the last two years. It is also revealed that the complainant took several policies from the different insurance companies with nominal premium in the name of his father and mother. Complainant submits an online death certificate along with the application and certificate from gram vikas adhikari. Now we have two death certificates one is manual cancelled death certificate and other is online death certificate of late Anita Devi. We do not have power to investigate which death certificate is valid.

In view of the foregoing, I am of the opinion that given the angle of criminal investigation which is now required, the complaint is beyond our jurisdiction and is liable to be dismissed.

**AWARD**

**COMPLAINT REF: NO: LCK-L-008-2324-0004**

**Complaint is dismissed.**

**AWARD NO:IO/LCK/A/LI/0001/2023-2024**

**Date:27/Apr/2023**

**INSURANCE OMBUDSMAN**

**Lucknow**

**PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Bengaluru**  
**(State of Karnataka)**  
**(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)**  
**Ombudsman Name : VIPIN ANAND**  
**CASE OF COMPLAINANT - PRAMODINI P**  
**VS**  
**RESPONDENT: Star Union Dai-ichi-Life Ins. Co.**  
**COMPLAINT REF: NO: BNG-L-045-2324-0030**  
**AWARD NO:IO/BNG/R/LI/0024/2023-2024**

<b>1.</b>	<b>Name &amp; Address Of The Complainant</b>	PRAMODINI P #4/12, 17th Cross, BEML Layout, 1st Stage. Mear SBM. BANGALORE						
<b>2.</b>	<b>Type Of Policy:</b> Life <b>Policy Details:</b>							
	<b>Policy Number</b>	<b>Sum Assured</b>	<b>From Date</b>	<b>To Date</b>	<b>DOC</b>	<b>Premium</b>	<b>Policy Term</b>	<b>Paying Term</b>
	BOIJJ1987216	200000				330		
<b>3.</b>	<b>Name of insured</b>	SOMASHEKAR S						
<b>4.</b>	<b>Name of the insurer/broker</b>	Star Union Dai-ichi-Life Ins. Co.						
<b>5.</b>	<b>Date of receipt of the Complaint</b>	11-Apr-2023						
<b>6.</b>	<b>Nature of Complaint</b>	Death claim repudiated by the Respondent Insurer under PMJBY Scheme						
<b>7.</b>	<b>Amount of Claim</b>	200000.00						
<b>8.</b>	<b>Date of Partial Settlement</b>							
<b>9.</b>	<b>Amount of relief sought</b>	200000						
<b>10.</b>	<b>Complaint registered under Insurance Ombudsman Rules 2017</b>	Rule 13(1)(b) — any partial or total repudiation of claims by an insurer						
<b>11.</b>	<b>Date of hearing</b> <b>Place of hearing</b>	28-Apr-2023 Bangalore						
<b>12.</b>	<b>Representation at the hearing</b>							
	<b>a)For the Complainant</b>	NA						
	<b>b)For the Insurer</b>	NA						
<b>13.</b>	<b>Complaint how disposed</b>	Resolved through mediation						

COMPLAINT REF: NO: BNG-L-045-2324-0030

**Brief Facts of the Case:**

The complaint emanated from repudiation of death claim by the Respondent Insurer on the grounds that the age of the life assured exceeds 50 years while enrolment of his membership to the PMJJBY Scheme. Though the Complainant has approached the Respondent Insurer, her request was not considered favourably. Hence she has approached this Forum for redressal of her grievance.

**Contention of the complainant:**

The complainant has stated that her husband has enrolled as a member in PMJJBY Scheme and the premium of Rs.330/- has been deducted from his bank account. Upon his death on 05.10.2022, she has approached the Respondent Insurer for settlement of death claim. The Respondent Insurer has rejected the claim settlement with the reason that the life assured has exceeded 50 years of age as on date of enrolment. Since she is not satisfied with the reply given by the RI, she has approached this Forum for redressal of her grievance.

**Contention of the Respondent:**

As per the repudiation letter dated 12.12.2022 issued by the RI, the death claim has been rejected by them on the grounds that while enrolment of membership, the life assured crossed 50 years of age. As per the terms and conditions of the scheme, the maximum age at entry at the time of member enrolment of the scheme is 50 years age near birthday. Hence they have rejected the claim.

**Observation and conclusions:**

Upon mediation by the Forum, the RI vide their mail dated 28.04.2023 has agreed to settle the death claim under the scheme and the Complainant vide her mail dated 28.04.2023 has accepted the offer made by the RI. Since both the Complainant and the Respondent Insurer concurs with the settlement, the said complaint is treated as RESOLVED and closed.

**Recommendation under Rule 16 of Insurance Ombudsman Rules 2017 (as amended from time to time)**

**COMPLAINT REF: NO: BNG-L-045-2324-0030**

**AWARD**

**Taking into account the facts & circumstances of the case and based on the records made available to this Forum, the complaint is RESOLVED through mediation by the Forum wherein the Respondent Insurer vide their mail dated 28.04.2023 has agreed to settle the death claim of Rs.200000/- under the scheme & the Complainant has accepted the offer made by the RI vide her mail dated 28.04.2023. Hence, the complaint is treated as closed and disposed off accordingly.**

**AWARD NO:IO/BNG/R/LI/0024/2023-2024**

**Date:28/Apr/2023**

**INSURANCE OMBUDSMAN**

**Bengaluru**

**PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Jaipur**  
**(State of Rajasthan)**  
**(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)**  
**Ombudsman Name : RAJIV DUTT SHARMA**  
**CASE OF COMPLAINANT - Banno**  
**VS**  
**RESPONDENT: Shriram Life Ins. Co. Ltd.**  
**COMPLAINT REF: NO: JPR-L-043-2324-0016**  
**AWARD NO:IO/JPR/A/LI/0002/2023-2024**

<b>1.</b>	<b>Name &amp; Address Of The Complainant</b>	Banno W/O Late Sh. Abdul Gani, Sai Pada, Ward No.6, Village Gangor,						
<b>2.</b>	<b>Type Of Policy:</b> Life <b>Policy Details:</b>							
	<b>Policy Number</b>	<b>Sum Assured</b>	<b>From Date</b>	<b>To Date</b>	<b>DOC</b>	<b>Premium</b>	<b>Policy Term</b>	<b>Paying Term</b>
	MN201122041852144	0	02-Nov-2020	01-Nov-2021		0		
<b>3.</b>	<b>Name of insured</b>	Abdul Gani						
<b>4.</b>	<b>Name of the insurer/broker</b>	Shriram Life Ins. Co. Ltd.						
<b>5.</b>	<b>Date of receipt of the Complaint</b>	06-Mar-2023						
<b>6.</b>	<b>Nature of Complaint</b>	Repudiation of Death Claim						
<b>7.</b>	<b>Amount of Claim</b>	56195.00						
<b>8.</b>	<b>Date of Partial Settlement</b>							
<b>9.</b>	<b>Amount of relief sought</b>	55624						
<b>10.</b>	<b>Complaint registered under Insurance Ombudsman Rules 2017</b>	Rule 13(1)(b) — any partial or total repudiation of claims by an insurer						
<b>11.</b>	<b>Date of hearing</b> <b>Place of hearing</b>	26-Apr-2023 Jaipur						
<b>12.</b>	<b>Representation at the hearing</b>							
	<b>a)For the Complainant</b>	Banno						
	<b>b)For the Insurer</b>	Ravi Sharma						
<b>13.</b>	<b>Complaint how disposed</b>	Award						

**Brief Facts of the Case:**

**Mrs. Banno** (herein after referred to as the complainant) had filed a complaint against **Shriram Life Insurance Co. Ltd.** (herein after referred to as the respondent Insurance Company) alleging non settlement of death claim for Group policy bearing number **GN012010000910** favouring her husband.

**Contention of the complainant:**

The complainant stated that her husband was a member of Gaugaur Panchayat Samiti Sawai Madhopur and took loan from Sawai Madhopur Kendariya Sahakari Bank Limited on 29.09.2021 for an amount of Rs. 55624/- for which Group Insurance Cover was being provided to her husband by the respondent Insurance Company. She stated that an amount of Rs. 994.65/- was being debited from the bank account of her husband towards Insurance Premium on 20.03.2022. The Complainant mentioned that her husband died on 21.03.2022 after which she submitted the claim on 21.04.2022 to the office of respondent Insurance Company which was repudiated on the ground that Death of the life assured happened before DOC of the Insurance policy. The Complainant had also approached the office of Master Policy holder i.e. Sawai Madhopur Kendariya Sahakari Bank Limited, several times for settlement of death claim. But the complainant did not get any relief from the respondent insurance company. Being aggrieved she approached this forum for redressal of her complainant.

**Contention of the Respondent:**

The respondent Insurance Company had submitted in its SCN dated 21.04.2023 stated that respondent Insurance company had entered into a contract of Insurance under the group policy i.e. Shriram Group Term Insurance Plan with Sawai Madhopur Kendariya Sahakari Bank Limited. Under the subject Group Policy, the borrowers of loan from the Master policyholder may avail Insurance Cover in order to safeguard the loan liability. As per the Certificate of Insurance the Insurance Coverage was provided for the period from 02.11.20 to 01.11.21. It is mentioned that policy was not renewed either by Member Policyholder of Master Policyholder and as such life Insurance Coverage comes to an end on 01.11.2021. As there was no life coverage for the period in which death of the policyholder happened so no liability of settlement of death claim arises. Therefore, the request was rejected by the respondent Insurance Company as there is no deficiency on part of the Insurance Company.

**Observation and conclusions:**

Both the sides, the Complainant and the Insurance Company appeared through video conferencing on 26.04.2023 and reiterated their contentions. The Complainant stated that her husband took loan from Sawai Madhopur Kendariya Sahakari Bank Limited for an amount of Rs. 55624/- on 29/09/21 which was secured under Group Insurance coverage from the respondent Insurance Company and premium of Rs. 994.65/- was debited from the bank account of her husband towards Insurance premium on 20.03.22. The Complainant stated that her husband died on 21.03.2022 after which she submitted Death claim on 21.04.2022 but claim was rejected by the Insurance Company. The Insurance Company plead that as the Insurance Coverage ceased on 01.11.21 and policy was not renewed either by Member policyholder or Master policyholder so claim was repudiated

as life coverage comes to an end and no Insurance coverage exists on date of death. On perusal of the documents exhibited and oral submissions made during the hearing, it is observed that the submission made by the respondent Insurance Company is genuine but it is also to be noted that Insurance premium was debited from the deceased account before Date of Death. As the captioned Insurance policy pertains to Group Term Insurance policy and deceased was also covered under this plan previously so Insurance Coverage should have been started from the date of deduction of premium amount from the deceased bank account which is 20.03.22. Considering the case in totality and to ensure justice, the respondent Insurance Company is directed to settle the death claim as per the terms & conditions of the policy, subject to receipt of premium amount from the master policyholder as per the details mentioned in their letter dated 04.11.22 having Ref. No. –SKSB/Insurance Cell/22-23/3895.

**In light of the above facts and circumstances and to ensure justice, on the merit ground the respondent Insurance Company is directed to get requisite information from the master policyholder and initiate the process for the settlement of death claim as per the terms & conditions of the policy, subject to receipt of premium amount from the master policyholder as per the details mentioned in their letter dated 04.11.22 having Ref. No. – SKSB/InsuranceCell/22-23/3895 within 30 days from the receipt of the Award.**



**AWARD**

**COMPLAINT REF: NO: JPR-L-043-2324-0016**

**Taking into account the facts & circumstances of the case and the submissions made by both the parties during the course of hearing, the Insurance Company is directed to get requisite information from the master policyholder and initiate the process for the settlement of death claim as per the terms & conditions of the policy, subject to receipt of premium amount from the master policyholder as per the details mentioned in their letter dated 04.11.22 having Ref. No. " SKSB/InsuranceCell/22-23/3895 within 30 days from the receipt of the Award.**

**AWARD NO:IO/JPR/A/LI/0002/2023-2024  
Date:28/Apr/2023**

**INSURANCE OMBUDSMAN  
Jaipur**

**PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Noida**  
**(State of Uttarakhand & State of Uttar Pradesh (Districts of western part))**  
**(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)**  
**Ombudsman Name : BIMBADHAR PRADHAN**  
**CASE OF COMPLAINANT - KHALID**  
**VS**  
**RESPONDENT: ICICI Prudential Life Insurance Co. Ltd.**  
**COMPLAINT REF: NO: NOI-L-021-2223-1300**  
**AWARD NO:IO/NOI/A/LI/0021/2023-2024**

<b>1.</b>	<b>Name &amp; Address Of The Complainant</b>	KHALID S/O.MOHD.ISHAK, HOUSE NO-03, SHERNAGAR						
<b>2.</b>	<b>Type Of Policy:</b> Life <b>Policy Details:</b>							
	<b>Policy Number</b>	<b>Sum Assured</b>	<b>From Date</b>	<b>To Date</b>	<b>DOC</b>	<b>Premium</b>	<b>Policy Term</b>	<b>Paying Term</b>
	C4525285	720000	28-Apr-2022	28-Apr-2037	28-Apr-2022	6000	15years/monthly	7 years
<b>3.</b>	<b>Name of insured</b>	JUBEDA						
<b>4.</b>	<b>Name of the insurer/broker</b>	ICICI Prudential Life Insurance Co. Ltd.						
<b>5.</b>	<b>Date of receipt of the Complaint</b>	06-Mar-2023						
<b>6.</b>	<b>Nature of Complaint</b>	Repudiation of Death Claim						
<b>7.</b>	<b>Amount of Claim</b>	0.00						
<b>8.</b>	<b>Date of Partial Settlement</b>							
<b>9.</b>	<b>Amount of relief sought</b>	720000						
<b>10.</b>	<b>Complaint registered under Insurance Ombudsman Rules 2017</b>	Rule 13(1)(b) — any partial or total repudiation of claims by an insurer						
<b>11.</b>	<b>Date of hearing</b> <b>Place of hearing</b>	18-Apr-2023 Noida						
<b>12.</b>	<b>Representation at the hearing</b>							
	<b>a)For the Complainant</b>	Mr Khalid-Self						
	<b>b)For the Insurer</b>	Ms Nitu Singh-Customer Service Ops.& Dr Nita Naringrekar-Sr.Manager Claims						
<b>13.</b>	<b>Complaint how disposed</b>	Award in favor of company						

### **Brief Facts of the Case:**

Complaint of repudiation of Death Claim of Life Assured.

### **Contention of the complainant:**

This complaint is filed by Mr. Khalid s/o Late Jubeda (Deceased Life Assured) against the insurer for repudiation of death claim in respect of his mother. The complainant has stated that his mother Late Jubeda's life was covered under **Policy no. C4525285** issued on **28.04.2022** for a **Sum Insured of Rs.7, 20,000/-** for 15 years policy term and 07 years of premium paying term at **Rs.6,000/- monthly** premium paying frequency from **ICICI Prudential Life Insurance Co. Ltd.** Mr. Khalid s/o the policyholder is nominee in the policy.

The complainant further stated that he had submitted the claim documents to the insurance company on 20.09.2022 along with "**Death Certificate**" (**registration no. D-2022:9-00982-000044 with date of registration-16.09.2022**) issued on 16.09.2022 by Registrar ( Birth & Death ), Gram Panchayat Shernagar, Tehsil/ Block and District Muzaffarnagar under the control of Dept. of Medical and Health, Government of Uttar Pradesh in respect of death of his mother ,wherein date of death of LA is mentioned as **18.05.2022**.

The insurance company has repudiated the death claim and communicated to the claimant vide letter dated 30.11.2022.

### **Contention of the Respondent:**

The insurer vide SCN dated 25.03.2023 has submitted that the Late Jubeda (hereinafter referred to as the Life Assured or Deceased Life Assured or DLA) had applied through on line platform by submitting the proposal form (**application no. OB18981218**) along with other documents on 27.04.2022 seeking life insurance policy on her life under **ICICI Pru Guaranteed Income Plan For Tomorrow** Relying on the statements made, answers given and declarations submitted & authenticated by the DLA via shared OTP, the company had issued the **Policy no. C4525285** for a **Sum Insured of Rs.7, 20,000/-** for 15 years policy term and 07 years of premium paying term at **Rs.6, 000/- monthly** premium paying frequency. Mr. Khalid s/o the policyholder is nominee in the policy. The instant policy was dispatched on 09.05.2022 to the registered address of the Policyholder via Blue Dart AWB no. 38929929850.

The insurer stated that the company had received death claim intimation from the complainant on 20.09.2022 informing that the policy holder had died on **18.05.2022** due to cardiac arrest. In view of an early claim (death of LA on **18.05.2022** within one month of policy issuance date i.e. **28.04.2022**), the company initiated the investigation of the claim through an Investigating Agency. The investigation report submitted by the agency revealed that-

1. Life Assured was suffering from **Tuberculosis** since last two years and passed away on 12.03.2022. She was taking treatment from nearby Community Health Centre.
2. The Life Assured was registered with **Ni-Kshay ID – 22493708** under TB-DOTS Centre run under National TB Control Programme of Indian Government. She was under medication for the treatment of TB since December 2021 and eventually died on **12.03.2022** as confirmed by the DOTS Centre record.
3. The statement given by Ms. Mukesh, Asha worker has also confirmed the Life Assured death by Tuberculosis on 12.03.2022.

The insurer further submitted that the investigation findings reveal that the Life Assured (LA) member had misrepresented his health condition in the application by answering **NO** to various relevant questions relating to **Health details of Life Assured** including the specific question on **Tuberculosis** whereas it was found that the Life Assured was suffering from Tuberculosis prior to seeking insurance cover. **There was an active concealment and non-disclosure of a material fact that the Life assured was suffering from Tuberculosis which was not-disclosed at inception of policy. This medical history was much prior to applying for insurance. In fact, the LA had died on 12.03.2022 well before policy issuance date i.e. 28.04.2022 as per the DOTS Centre record.**

In view of the above facts and evidences the company was constrained to repudiate the claim, in light of the Section 45 of the Insurance Act, based on active concealment and non-disclosure of material fact by the Life Assured while furnishing the details in the proposal form with a view to obtain policy with fraudulent means. The company vide letter dated 30.11.2022 has communicated to the complainant conveying the reason for claim repudiation.

### **Observation and conclusions:**

The hearing of the case took place on 18.04.2023. While the complainant attended the hearing in person, the representatives from the company were heard on-line (mobile). Both the parties reiterated their submissions.

This complaint is filed by Mr. Khalid s/o Late Jubeda (Deceased Life Assured) against the insurer for repudiation of death claim in respect of his mother. The complainant has stated that his mother Late Jubeda's life was covered under **Policy no. C4525285** issued on **28.04.2022** for a **Sum Insured of Rs.7, 20,000/-** for 15 years policy term and 07 years of premium paying term at **Rs.6,000/- monthly** premium paying frequency from **ICICI Prudential Life Insurance Co. Ltd.** Mr. Khalid s/o the policyholder is nominee in the policy.

He further stated that his mother was completely fit and healthy at the time of taking policy opposing the company's contention that his mother was suffering from **Tuberculosis since December 2021**. The claimant's mother died on **18.05.2022** of heart attack (as per her version). He submitted the claim documents along with the death certificate to the company on 20.09.2022, however, the insurance company has repudiated the death claim and communicated to the claimant vide letter dated 30.11.2022.

Insurer stated that in view of receipt of early death claim intimation on 20.09.2022 (Life Assured's date of death being **18.05.2022** within one month of policy issuance date i.e. **28.04.2022**) the company initiated the investigation of the claim through an Investigating Agency. The investigation report submitted by the agency revealed that-

1. The Life Assured was suffering from **Tuberculosis** since last two years and passed away on 12.03.2022. She was taking treatment from nearby Community Health Centre.
2. The Life Assured was registered with **Ni-Kshay ID – 22493708** under TB-DOTS Centre run under National TB Control Programme of Indian Government and was under medication for the treatment of TB since December 2021. She eventually died on **12.03.2022** as confirmed by the DOTS Centre record.
3. The statement given by Ms. Mukesh, Asha worker has also confirmed the Life Assured death by Tuberculosis on 12.03.2022 as per her record.

The insurer further submitted that the investigation findings reveal that the Life Assured (LA) member had misrepresented her health condition in the application by answering “**NO**” to various relevant questions relating to **Health details of Life Assured** including the specific question on **Tuberculosis** whereas it was found that the Life Assured was suffering from **Tuberculosis** prior to seeking insurance cover. There was an active concealment and non-disclosure of a material fact that the Life assured was suffering from Tuberculosis which was not-disclosed at inception of policy. This medical history was much prior to applying for insurance. In fact, the LA had died on 12.03.2022 well before policy issuance date i.e. 28.04.202 as per the DOTS Centre record.

In view of the above facts and evidences the company was constrained to repudiate the claim, in light of the Section 45 of the Insurance Act, based on active concealment and non-disclosure of material fact by the Life Assured while furnishing the details in the proposal form with a view to obtain policy with fraudulent means. The company vide letter dated 30.11.2022 has communicated to the complainant conveying the reason for claim repudiation.

On perusal of the documents available on record and on the basis of the oral submissions made by both the parties, the decision taken by the insurance company seems just and fair as per the terms and conditions of the instant policy and does not warrant any intervention by this Forum.

Accordingly, the complaint is disposed off.

**AWARD**

**COMPLAINT REF: NO: NOI-L-021-2223-1300**

On perusal of the documents available on record and on the basis of the oral submissions made by both the parties, the decision taken by the insurance company seems just and fair as per the terms and conditions of the instant policy and does not warrant any intervention by this Forum.

Accordingly, the complaint is disposed off.

**AWARD NO:IO/NOI/A/LI/0021/2023-2024**

**Date:20/Apr/2023**

**INSURANCE OMBUDSMAN**

**Noida**