

PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, STATE OF ODISHA
(UNDER RULE NO: 16(1)/17of
THE INSURANCE OMBUDSMAN RULES, 2017)
OMBUDSMAN – Shri Suresh Chandra Panda
CASE OF (Manjit Kaur vs Life Insurance Corporation of India.)
COMPLAINT REF: NO: BHU-L-029-2021-0390
AWARD NO: BHU-L-2021-2022-

1.	Name & Address of the Complainant	Manjit Kaur . W/O Late Pupinder Singh , JMQ- 165 Jagannath Colony PO_ South Balanda , Dt Angul 759116
2.	Policy No: Type of Policy Duration of policy/Policy period	599942437 , 599902668 , 583862828 , 583709463 , 587042319 , 587042405 , 587044448 , 587050796 , 583866039 , 587040284 , 583705548 , 583760878 Life
3.	Name of the insured Name of the policyholder	Pupinder Singh do-
4.	Name of the insurer	Life Insurance Corporation of India
5.	Date of Repudiation	23.07.2020
6.	Reason for repudiation	Comes under exclusion principle of Accident benefit.
7.	Date of admission of the Complaint	04.03.2021
8.	Nature of complaint	Non payment of Accident Benefit .
9.	Amount of Claim	13,20,000
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Rs13,20,000/-.
12.	Complaint registered under Rule no: of Insurance Ombudsman Rules	Rule 13 of IO Rules
13.	Date of hearing/place	18.06.2021/ Bhubaneswar
14.	Representation at the hearing	
	a) For the Complainant	Manjit Kaur
	b) For the insurer	Ms. Sunita , LIC Of India
15.	Complaint how disposed	Under Insurance Ombudsman Rule 17.
16.	Date of Award/Order	18.06.2021

17) Manjit Kour (herein after referred to as the complainant) had filed a complaint against Life Insurance Corporation of India (herein after referred to as the respondent Insurance company) alleging non payment of Accident Benefit in respect of the said policies.

18) Cause of complaint:

Complainant's argument: :Mrs. Manjit Kaur complained that the above stated policies were purchased by Mr. Pupinder Singh from Life Insurance Corporation of India, Talcher Branch . Mr. Pupinder Singh died on 09.03.2018 due to accident . The Basic Sum Assured in respect of all the policies were paid by the Insurer on 04.08.2018 . But the Accident Benefit in respect of all the policies were denied by the Insurer on 23.07.2020 although the complainant had submitted all the required documents for the payment of Accident Benefit, Being aggrieved for the denial of payment of Accident Claim , Mrs. Manjit Kaur , the nominee in respect of all the policies has approached the Ombudsman for redressal .

Insurer's Argument- As per the exclusion clause of Accident Benefit and EPDB that “ The Corporation shall shall not be liable to pay the additional Sum assured whilst the LIFE ASSURED is under the influence of intoxicating liquor , narcotics or drugs “. As per the Post Mortem Report of UD case serial no. 0008/2018 dt 09.03.2018 , in the section IV – ABDOMEN portion of the PMR , it is clearly mentioned that stomach contains 100-150 ml of semi liquid with Alcoholic smell. So the Deceased life assured was intoxicated by consuming alcohol and fell down under the influence of Alcohol. Hence as per the exclusion clause the Accident benefit is not payable and the complaint be dismissed.

19) Reason for Registration of Complaint: - scope of the Insurance Ombudsman Rules 2017.
This is a complaint against non settlement of Accident Benefit.

20) The following documents were placed for perusal.
a) Photo copies of policy documents.
b) Photo copy of representation to Insurer and its reply.

21)Result of hearing with both parties (Observations & Conclusion) :- On perusal of all the papers and documents submitted and on hearing both the parties it was found that as per the Post Mortem report Mr. Pupinder Singh had consumed alcohol at the time of the accident for which Mr. Singh fell down and died because of head injury. As per the exclusion clause of the Accidental Benefit , the Insurer is not liable to pay the additional Sum Insured as Accident Benefit , as the deceased Life assured was under the influence of intoxicating alcohol. Hence , the Forum is of the view that the Accident benefit in all the 12 policies is not payable and the case is to be disposed off.

AWARD

Taking into account the facts & circumstances of the case and the submissions made by both the parties during the course of hearing, the complaint filed by the complainant stands dismissed.

Dated at Bhubaneswar on 18th Day of June 2021.

(SHRI SURESH CHANDRA PANDA)
INSURANCE OMBUDSMAN
FOR THE STATE OF ODISHA

PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, STATE OF ODISHA
(UNDER RULE NO: 16(1)/17of
THE INSURANCE OMBUDSMAN RULES, 2017)
OMBUDSMAN – Shri Suresh Chandra Panda
CASE OF (Ms Rashmita Padhi vs Life Insurance Corpn. Of India.)
COMPLAINT REF: NO: BHU-L-029-2021-0406
AWARD NO: BHU-L-2021-2022-208

1.	Name & Address of the Complainant	Ms Rashmita Padhi . W/O Late Gokul Chandra Padhi , Jaleswar Colony , Paikanagar Bhubaneswar 751003
2.	Policy No: Type of Policy Duration of policy/Policy period	849737578 , 849762316 Life 15.07.2017 , 2803.2017
3.	Name of the insured Name of the policyholder	Ms Rashmita Padhi . do-
4.	Name of the insurer	Life Insurance Corpn. Of India .
5.	Date of Repudiation	30.03.2019
6.	Reason for repudiation	Suppression of material facts.
7.	Date of admission of the Complaint	10.03.2021.
8.	Nature of complaint	Repudiation of Death Claim.
9.	Amount of Claim	NA
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	4,50,000.
12.	Complaint registered under Rule no: of Insurance Ombudsman Rules	Rule 13 of IO Rules
13.	Date of hearing/place	28.06.2021/ Bhubaneswar
14.	Representation at the hearing	
	a) For the Complainant	Rashmita Padhi
	b) For the insurer	Sri Daitary Naik. Mgr (CRM)
15.	Complaint how disposed	Under Insurance Ombudsman Rule 17.
16.	Date of Award/Order	28.06.2021

17. Rashmita Padhi (herein after referred to as the complainant) had filed a complaint against LIC of India (herein after referred to as the respondent Insurance company) alleging repudiation of death claim of the policies in favour of husband , Late Gokul Chandra Padhi.

18) Cause of complaint:

Complainant's argument: :- Ms Rashmita Padhi complained that her husband Late Gokul Chandra Padhi had purchased 2 life Insurance policies with Nos. 849737578 and 849762316 on dates 15.03.2017 and 28.03.2017, the first policy in his own life and the second policy in the life of his minor son Rajiv Lochan Padhi for Sum Assured 3,00,000 and 1,50,000 respectively . On 02.11.2017 Sri Gokul Chandra Padhi passed away out of renal failure . The Deceased Life Assured was a service holder in Biju Pattanaik , Airport , Bhubaneswar with 10 years of service at the time of policy and DLA had not availed any kind of leave from his office since last 5 years of purchasing the policies . As the DLA was not aware of his ailments , no Doctor was consulted. But the Death claims were repudiated on the ground of suppression of material facts. Being aggrieved with the repudiation , Rashmita Padhi had approached the Ombudsman for redressal of grievance.

Insurer's Argument:- The Insurer stated that Sri Gokul Chandra Padhi had purchased 2 policies, one in his own favour another in the life of his minor son , Rajib Lochan padhi with premium waiver benefit. Mr. Gokul Chandra Padhi expired on 02.11.2017 and these being early claims enquiry was instituted and all treatment papers were called for with claim forms B and B1 . The DLA was admitted in SUM Hospital on 29.09.2017 for breathlessness where it was reported generalized swelling of body for last one year, nausea etc. The patient was discharged from SUM hospital on 03.10.2017 . The SUM Hospital in the Discharge summary clearly stated to be for generalized swelling of body since 1 year and it was a case of CKD – 5D , CGN . On 02.11.2017 Sri Padhi was again admitted to ESI Dispensary where he expired. The case was referred to Divisional Medical referee and it was opined that the patient had swelling of body for 1 year prior to taking the policies . The proposer in the personal history of proposal forms had indicated that DLA was not suffering from ailments pertaining to liver , kidney , brain etc. The complainant had also represented the case in ZOCDRC (ZONAL OFFICE CLAIM DISPUTE REDRESSAL COMMITTEE) which also upheld the decision of the Divisional Office on dt 17.09.2019. Hence in view of the above the decision of repudiation of Death claims for suppression of material facts is genuine .

19. Reason for Registration of Complaint: - scope of the Insurance Ombudsman Rules 2017.
This is a complaint against repudiation of death claim .

20) The following documents were placed for perusal.
a) Photo copies of policy documents.
b) Photo copy of representation to Insurer and its reply.

21)Result of hearing with both parties (Observations & Conclusion):- On perusal of all the papers , documents submitted and submissions made by both the parties , it is observed that the deceased Life Assured Gokul Chandra Padhi had expired on 02.11.2017. Mr. Padhi was admitted in SUM Hospital , Bhubaneswar on 29.09.2017 and in ESI Dispensary , Bhubaneswar on 02.11.2017 on the complaint of breathlessness , nausea , vomiting etc. While in SUM Hospital , Mr. Gokul Chandra Padhi was diagnosed with CKD-5D , CGN . The discharge summary of SUM Hospital stated the general swelling of the body since 01 year. On this ground the Insurer had repudiated the claim . But as per the statement of the nominee Mrs. Rashmita Padhi , Mr. G. C. Padhi had never complained of Kidney problem any time before and he had never consulted any doctor for treatment of Kidney disease . The Insurer had no record of Mr.G.C. Padhi being treated for Kidney any time before being admitted to Sum Hospital. The Discharge Summary of Sum Hospital also had not shown anywhere that general swelling of the body of Mr. Padhi was due to Kidney Disease . The Insurer can not infer on its own that the general swelling of the body of Mr. Padhi was due to Kidney problem without proper evidence from

medical authorities . The ESI Dispensary also had never mentioned any disease of Kidney in the report when Mr. Padhi was admitted to ESI Dispensary on the date of Death for breathlessness . Moreover, the Insurer could not provide any conclusive evidence that the Life Assured was suffering from kidney disease prior to taking of policy.

In view of the above, this forum is of the opinion that the insurer was not fair to repudiate the claim on the ground of misstatement or withholding any material information regarding health. Hence, the repudiation order of the insurer being unjust, is to be set aside and claim is to be admitted under both the policies.

AWARD

Taking into account the facts & circumstances of the case and the submissions made by both the parties during the course of hearing, it is awarded that the insurer has to admit the claim under both the policies as full and final settlement of the claim.

Hence, the complaint is treated as allowed accordingly.

22. The attention of the complainant and the Insurer is hereby invited to the following provisions of Insurance Ombudsman Rule,2017:

a. According to Rule 17(6) of Insurance Ombudsman Rules,2017, the Insurer shall comply with the award within 30 days of the receipt of the award and shall intimate the compliance of the same to the Ombudsman.

b. As per Rule 17(8) of the said rules, the award of Insurance Ombudsman shall be binding on the Insurers.

Dated at Bhubaneswar on 28th Day of June, 2021.

(SHRI SURESH CHANDRA PANDA)
INSURANCE OMBUDSMAN
FOR THE STATE OF ODISHA

PROCEEDINGS OF THE INSURANCE OMBUDSMAN, CHANDIGARH

(Under Rule 13 r/w 17 of the Insurance Ombudsman Rules, 2017)

Ombudsman: Shri Sudhir Krishna

Case of Amninder Singh V/S LIC of India

Complaint Ref. No.: CHD-L-029-2021-1386

1.	Name & Address of the Complainant	Shri Amninder Singh S/o Amrik Singh V.P.O.- Teur, Tehsil- Kharar, Distt. Mohali, Punjab-140301 Mobile No.: 8437313990
2.	Policy No: Type of Policy	115670655/09.05.18, 115670656/09.05.18 SA 200000/- Rs. 2575/-Qly; SA 300000/- Rs. 3967/- Qly

	Policy term/ Premium term	17 years/17 years; 17 years/17 years
3.	Name of the insured Name of the policyholder	Amrik Singh Do
4.	Name of the insurer	LIC of India
5.	Date of Repudiation	14.09.2020
6.	Reason for repudiation	Policies Lapsed
7.	Date of receipt of the Complaint	08.01.2021
8.	Nature of complaint	Death Claim wrongly denied
9.	Amount of Claim	Rs. 2 lakh & Rs. 3 lakh, plus Bonus
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Rs. 2 lakh & Rs. 3 lakh, plus Bonus
12.	Complaint registered under Rule no. of IO Rules 2017	13(1)(b)- any partial or total repudiation of claims by the life insurers
13.	Date & Place of Hearing	25.06.2021/ Online hearing
14.	Representation at the hearing	
	For the Complainant	Shri Amninder Singh, the Complainant
	For the Insurer	Smt. Shylaja Bodh, Admin. Officer, D.O. Chandigarh
15.	Complaint how disposed	Award under Rule 17
16.	Date of disposal	25.06.2021

17. Brief Facts of the case: Shri Amninder Singh (hereinafter, the Complainant) has filed this complaint against LIC of India (hereinafter, the Insurers) alleging wrong denial of the death claim on his father by the Insurance Company.

18. Cause of Complaint:

a) Complainant's argument: The Complainant's father Shri Amrik Singh who was insured under the subject policies bearing no. 115670655 & 115670656 had expired on 12.03.2020 in a road accident and peoples of that area had informed that accident took place at 5 am and they took him in Civil Hospital Kharar but the doctors declared him dead and sent the body in mortuary declaring him as unknown person. Neither he nor his family knows about this incident and he had paid the quarterly premium due under both the policies at 9 am on 12.03.2020 through online Paytm. The Insurance Company has wrongly refused to pay the claim under the policies. Being aggrieved with the Insurance Company, he has approached this forum to seek justice.

b) Insurers' argument: The Insurers have, vide SCN dated 23.02.2021 read with e-mail dated 22.06.2021, stated that the subject Policies bearing no. 115670655 & 115670656 were issued on the life of Shri Amrik Singh on 09.05.2018. The life assured reported dead between 5.30 AM to 06.00 AM on 12.03.2020 and the status of both policies were lapse for nonpayment of premium due 02/2020 onwards. Thus nothing was payable under both the policies as per policy the terms and conditions and the claimant was also informed vide letter dated 14.09.2020. The Insurance Company has further informed that premium due for 02/2020 under both the policies was deposited on 12.03.2020 at 08.59 AM i.e. after the time of death of the life assured hence it was refunded to the Complainant.

19. Reason for Registration of Complaint: Denial of death claim.

20. The following documents were placed for perusal:

- | | |
|-----------------------------|-----------------------------------|
| a) Complaint to the Company | b) Copy of Policy Document |
| c) Annexure VI-A | d) Reply of the Insurance Company |

21. Result of Personal hearing with both parties (Observations & Conclusion):

Case called. Parties are present and recall their arguments as noted in Para 18 above.

The Insurers inform that the premiums were due on 09.02.2020 under both the policies, which were paid on 12.03.2020 at 08.59 am. The Complainant states that these amounts were paid via Paytm by the agent Kirti Sehgal. The Insurers conducted investigation and determined that the Life Assured (LA) expired on 12.03.2020 between 05.30 am and 06.00 am, whereas the premium amounts due were paid after the death of the LA, and the policies were in lapsed state at the time of his death. In these circumstances, the Insurers were justified in repudiating the death claim and pursuantly, the complaint shall deserve to be rejected.

Award

The complaint is rejected.

(Sudhir Krishna)
Insurance Ombudsman
June 25, 2021

PROCEEDINGS OF THE INSURANCE OMBUDSMAN, CHANDIGARH
(Under Rule 13 r/w 17 of the Insurance Ombudsman Rules, 2017)

Ombudsman: Shri Sudhir Krishna

Case of Manju Devi V/S LIC of India

Complaint Ref. No.: CHD-L-029-2021-1440

1.	Name & Address of the Complainant	Smt. Manju Devi, W/o Late Sh. Sunil Kumar, VPO- Ladwan, Tehsil & Distt. Mahendergarh, Haryana- 123029 Mobile No.: 9466313758
2.	Policy No: Type of Policy Duration of policy/Policy period	900100840/Group Policy Pradhan Mantri Jeevan Jyoti Bima Yojna S A- 200000/- Premium Rs. 330/- PA ECS
3.	Name of the insured Name of the policyholder	Sunil Kumar (H/o the Complainant) The Mahendergarh Central Co-op Bank Ltd.
4.	Name of the insurer	LIC of India
5.	Date of Repudiation	19.06.2020
6.	Reason for repudiation	Renewal amount for the policy year 2019-20 received after the death of deceased.
7.	Date of receipt of the Complaint	19.01.2021
8.	Nature of complaint	Death Claim wrongly denied
9.	Amount of Claim	Rs. 200000/-
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Death Claim Rs. 200000 as per Scheme
12.	Complaint registered under Rule no. of IO Rules 2017	13(1)(b)- any partial or total repudiation of claims by the life insurers

13.	Date & Place of Hearing	25.06.2021/ online hearing
14.	Representation at the hearing	
	For the Complainant	Smt. Manju Devi, the Complainant
	For the Insurer	Smt. Kailash Ralhan, Manager, CRM
15	Complaint how disposed	Award under Rule 17
16	Date of disposal	25.06.2021

17. Brief Facts of the case: Smt. Manju Devi (hereinafter, the Complainant) has filed this complaint against LIC of India (hereinafter, the Insurers) alleging wrong denial of the death claim on her husband Shri Sunil Kumar under Pradhan Mantri Jeevan Jyoti Bima Yojna (PMJJBY).

18. Cause of Complaint:

a) Complainant's argument: The Complainant's husband was maintaining savings account in Central Co-operative Bank Ltd., Mahendragarh City branch since 20.10.2006. The life of her husband was covered for insurance under the Group Policy bearing no. 900100840 taken by the bank from the Insurers under PMJJBY. Her husband expired on 27.01.2020 and she has filed the death claim with the Insurers on 27.07.2020 but they have not yet settled the death claim payable to her. Feeling aggrieved with the Insurers, she has approached this forum to seek justice.

b) Insurers' argument: The Insurers have, vide SCN dated 29.01.2021, stated that the PMJJBY was launched in May 2015 and as per scheme terms and conditions the customer in the age group 18- 50 years having the saving account can join in the scheme can insure against death benefit up to age 55 years. The concerned Bank is MPH (Master Policy Holder) and the policy is issued in the name of Bank. The MPH will ensure age eligibility criteria for coverage, Insurance cover ceasing age, remittance of premium etc. The amount of cover is uniform and fixed at Rs. 2 lakh per member and an amount of Rs. 330/- per member is to be deducted from the Bank Account of the insured through Auto Debit facility and LIC of India accepts the data as it is given by the concerned bank. In this case the enrolment was completed on 04.07.2019 by MPH (The Mahendragarh Central Co-op Bank Ltd.) but the premium was remitted to LIC on 25.02.2020 vide UTR No.AXISP00102569683 i.e. after the date of death (27.01.2020) of the husband of the complainant. The Insurers' internal circular no. dt 28.03.2019 states that "Risk Cover will start from the date of receipt of deposit of premium by the unit". The claim was not payable as per their internal circular and scheme details and therefore they had repudiated it on 08.06.2020 and also informed to the claimant on 19.06.2020.

19. Reason for Registration of Complaint: Denial of death claim.

20. The following documents were placed for perusal:

- | | |
|-----------------------------|-----------------------------------|
| a) Complaint to the Company | b) Copy of Policy Document |
| c) Annexure VI-A | d) Reply of the Insurance Company |

21. Result of Personal hearing with both parties (Observations & Conclusion):

Case called. Parties are present and recall their arguments as noted in Para 18 above.

The deceased life assured (DLA) Sunil Kumar had joined the Pradhan Mantri Jeevan Jyoti Bima Yojana (PMJJBY) Scheme on 04.07.2019 through his bank, the Mahendragarh Central Co-op Bank Ltd., who were acting as agent/partner of the Insurers for the Scheme. The bank had debited the premium amount of Rs. 330 was from his savings account on 04.07.2019, but delayed the remittance of the same to the Insurers and did so only on 25.02.2020, whereas the DLA expired on 27.01.2020. However, for this delay, the insurance coverage cannot be denied, as per section 64VB(1) of the Insurance Act, 1938. Therefore, the complaint deserves to be allowed. Further, the Insurers would also have to pay interest on the delayed payment in terms of the provisions of the IRDAI (Protection of Policyholders' Interest) Regulations 2017.

Award

The complaint is allowed and the Insurers are directed to pay the death claim along with interest as mentioned above, within 30 days.

(Sudhir Krishna)
Insurance Ombudsman
June 25, 2021

PROCEEDINGS OF THE INSURANCE OMBUDSMAN, CHANDIGARH
(Under Rule 13 r/w 17 of the Insurance Ombudsman Rules, 2017)

Ombudsman: Shri Sudhir Krishna

Case of Priyanka Saini Vs PNB Metlife India Insurance Co. Ltd
Complaint Ref. No.: CHD-L-033-2021-1434

1.	Name & Address of the Complainant	Smt. Priyanka Saini W/o Late Harjinder Singh Ward No.8, Village – Bhabat, Zirakpur, Distt. Mohali, Punjab Mobile No.9814445790
2.	Policy No: DOC Type of Policy Policy term/Premium term	22395452/06.12.2017 PNB MetLife Endowment Saving Plan 15(15) Rs. 20000/- PA , SA Rs. 256590/-
3.	Name of the insured Name of the policyholder	Harjinder Singh Do
4.	Name of the insurer	PNB Metlife India Insurance Co. Ltd.
5.	Date of Repudiation	13.11.2020
6.	Reason for repudiation	Policy Lapsed
7.	Date of receipt of the Complaint	13.01.2021
8.	Nature of complaint	Death Claim not paid
9.	Amount of Claim	Rs. 2,56,590 (Death Claim)
10.	Date of Partial Settlement	NIL
11.	Amount of relief sought	Rs. 2,56,590 (Death Claim) plus compensation
12.	Complaint registered under Rule no: Insurance Ombudsman Rules, 2017	13(1)(b)- any partial or total repudiation of claims by the life insurers
13.	Date of hearing/place	25.06.2021/ Online hearing
14.	Representation at the hearing	
	For the Complainant	Smt. Priyanka Saini, the Complainant
	For the insurer	Shri Arijit Basu, Sr. Manager (Legal)
15.	Complaint how disposed	Award under Rule 17
16.	Date of disposal	25.06.2021

17. Brief Facts of the case: Smt. Priyanka Saini (hereinafter, the Complainant) has filed this complaint against the PNB Metlife India Insurance Co. Ltd. (hereinafter, the Insurers) alleging incorrect denial of the death claim on the demise of her husband under the subject policy no. 22395452.

18. Cause of Complaint:

a) Complainant's argument: The Complainant's husband had paid three annual premiums under this policy and unfortunately he died due to sudden heart attack on 06.10.2020 but the Insurance Company denied the claim

on the ground that her husband has not deposited the premium for the year of 2019. Her husband had deposited the due installments regularly and for the same she has also submitted the receipts and bank record also. She had filed the complaint with the company on 10.11.2020 for payment of death claim to her but they did not give any suitable reply. Thus being aggrieved with the Insurance Co. she approached this forum.

b) Insurers' argument: The Insurers have, vide SCN dated 31.05.2021, stated that Policy bearing no. 22395452 was issued on the basis of duly filled and signed application forms under the said policy for basic sum assured Rs. 256590/ on annual premium of Rs.20000/- payable for 15 years. The Insurance Company has further stated that DLA had made default in paying the premium for the said policy for the year 2019 due to which the policy was lapsed hence the claim raised by the complainant was not entertained. However, the complainant having knowledge of the default of premium had forged a premium acknowledgment receipt against the said policy which was allegedly paid in cash on 12.01.2019 i.e. approximately 11 months prior to due date for payment against the said policy.

19. Reason for Registration of Complaint: Denial of death claim.

20. The following documents were placed for perusal:

- | | |
|-----------------------------|-----------------------------------|
| a) Complaint to the Company | b) Copy of Policy Document |
| c) Annexure VI-A | d) Reply of the Insurance Company |

21. Result of Personal hearing with both parties (Observations & Conclusion):

Case called. Parties are present and recall their arguments as noted in Para 18 above.

I have examined the arguments and the evidence submitted by both the parties. The deceased life assured had expired on 06.10.2020. The Insurers had declined the death claim on the ground that the payment for the annual premium due on 6th December 2019 was not received and, pursuantly, the policy had lapsed when he expired. The Complainant states that she had made this payment on 12.01.2019, which is 11 months ahead of the due date. The Company states that they had made inquiries and found that the receipt relating to this payment submitted by the Complainant was forged. In these circumstances, it is held that the Insurers were justified in repudiating the death claim and, therefore, the complaint shall deserve rejection.

Award

The complaint is rejected.

(Sudhir Krishna)
Insurance Ombudsman
June 25, 2021

PROCEEDINGS OF THE INSURANCE OMBUDSMAN, DELHI
(Under Rule 13 r/w 17 of the Insurance Ombudsman Rules, 2017)

Ombudsman: Shri Sudhir Krishna

Case of Savitri versus Life Insurance Corporation of India

Complaint Ref. No.: DEL-L-029-2122-0152

1.	Name & Address of the Complainant	Smt. Savitri, WZ-38-A1, First Floor, Sharda Puri, Ramesh Nagar, Near Shakil Hardware Shop, Delhi - 110015
2.	Policy No. Type of Policy Policy Term/Premium Paying Term	334333492 Life Insurance 15 years/15 years
3.	Name of the Insured Name of the Policy Holder Name of the Nominee	Vir Bahadur Vir Bahadur Smt. Savitri (Wife)
4.	Name of Insurer	Life Insurance Corporation of India
5.	Date of Rejection	20.03.2021
6.	Reason for Grievance	Repudiation of death claim
7.	Date of receipt of the Complaint	07.04.2021
8.	Nature of Complaint	Repudiation of death claim
9.	Amount of Claim	Rs. 1,50,000/-
10.	Date of Partial Settlement	N.A.
11.	Amount of Partial Settlement	N.A.
12.	Amount of relief sought	Rs. 1,50,000/-
13.	Complaint registered under Rule no. of the Insurance Ombudsman Rules, 2017	13(b)- any partial or total repudiation of claims by the life insurer, General insurer or the health insurer
14.	Date of hearing	30.06.2021
	Place of hearing	Online Video Conferencing via Cisco WebEx App
15.	Representation at the hearing	
	For the Complainant	1. Smt. Savitri, the Complainant 2. Shri Raj Kumar, s/o the Complainant
	For the Insurer	1. Smt. Jyotsna Wasnik, Manager Claims Delhi DO-3 2. Smt. Kanchan Chaddha, AO, & 3. Smt. Rakhi Sehgal, AAO
16.	Date of Award/Order	Award under Rule 17/ 30.06.2021

17. Brief Facts of the Case:

Smt. Savitri (hereinafter referred to as the Complainant) has filed this complaint against the decision of the Life Insurance Corporation of India (hereinafter referred to as the Insurers or the Respondent Insurance Company) regarding repudiation of death claim under the subject policy number 334333492.

18. Cause of Complaint:

a) Complainant's Argument: The husband of the complainant Late Sh. Vir Bahadur died due to respiratory diseases on 02.01.2020. She intimated the insurer on 05.06.2020 for death claim payment. But, they repudiated the death claim. Hence, she has approached this forum for relief.

b) Insurer's Argument: The Insurer vide SCN dated 25.06.2021 has submitted that the subject policy was issued 15.04.2015 and was revived on 07.02.2018. The deceased life assured (DLA) died on 02.01.2020, since the DLA expired within 3 years from the date of revival, so the death claim came into the purview of the section 45 of the Insurance Act. Hence, an investigation was

conducted, during investigation it was found that the DLA was suffering from Erythroderma secondary to psoriasis with lung involvement hyperkeratosis parakeratosis calcified nodule B/L lung and remained hospitalized from 08.09.2016 to 02.12.2016. And, the same was not disclosed in the personal statement of health (DGH) at the time of revival of the policy. Hence, the death claim was repudiated on the ground of suppression of material facts and premium of Rs. 55,570/- as paid under the policy were refunded on 17.05.2021.

19. Reason for registration of Complaint: Repudiation of death claim.

20. The following documents were placed for perusal:

- a) Copy of complaint.
- b) Self Contained Note of the Insurers.
- c) Policy document.
- d) Personal declaration of health
- e) Proposal Form
- f) Discharge Summary of Lok Nayak Hospital

21. Result of hearing with the parties (Observations and Conclusion):

Case called. Parties are present and recall their arguments as noted in Para 18 above.

The deceased life assured (DLA) had taken the subject policy to provide insurance cover on his life on 15.04.2015. The policy got lapsed and was revived on 07.4.2018. In the revival application form, the DLA declared his health as good and replied in 'No' the specific questions about his past medical history. Subsequently, he died on 02.01.2020. The Insurers made inquiries and determined that he was suffering from lung erythroderma since 2016, which was within 3 years of the revival. As the policyholder cum Life Assured had hidden such material facts from the Insurers, the Insurers were justified in repudiating the claim in terms of the Policy Condition No. 6, which states that misrepresentation of facts would lead to making the policy void as per section 45 of the Insurance Act. Pursuantly, the complaint shall deserve rejection.

Award

The complaint is rejected.

(Sudhir Krishna)
Insurance Ombudsman, Delhi
June 30, 2021

PROCEEDINGS BEFORE

THE INSURANCE OMBUDSMAN, STATES OF A.P., TELANGANA & YANAM

(Under Rule 16(1)/17 of Insurance Ombudsman Rules, 2017)

Ombudsman - Shri. I.Suresh Babu, I.R.S

Case between: Mr. S Chinna Narsaiaha.....The Complainant

Vs

M/s LIC of India (Karimnagar)The Respondent

Complaint Ref. No. HYD-L-029-2122-0080

Award No. : I.O./HYD/A/LI/054 /2021-22

1.	Name & address of the complainant	Mr. S Chinna Narsaiaha H.No.5-69,Vill&PO :Mupkal Balkonda Mandal , Nizamabad Dist.Telangana ,-PIN-502000
2.	Policy No./Collection No. Type of Policy Duration of Policy/Policy period	686016007 LIC New Endowment plan DOC 28.10.2011 165-16 SA: 100000, YRLY Rs.4994/-
3.	Name of the insured & Policyholder	Late Mrs. Sama Gangavva
4.	Name of the insurer	M/s LIC of India, Karimnagar Division
5.	Date of Repudiation	1.11.2019
6.	Reason for repudiation	Suppression of previous ill health at revival.
7.	Date of receipt of the Complaint	20.4.2021
8.	Nature of complaint	Repudiation of death claim
9.	Amount of Claim	Rs.100000/-
10.	Date of Partial Settlement	Nil
11.	Amount of Relief sought	Refund of premium paid
12.	Complaint registered under Rule No.13 (b) of Insurance Ombudsman Rules, 2017	Any partial or total repudiation of claims by the life insurer general insurer or the health insurer.
13.	Date of hearing/place	8.6.2021 / Hyderabad
14.	Representation at the hearing	
	a) For the complainant	Mr. S Chinna Narsaiaha
	b) For the insurer	Mr.Dasaradhi M(claims)
15.	Complaint how disposed	Dismissed
16.	Date of Order/Award	8.6.2021

17) Brief Facts of the Case: Mr. S Chinna Narsaiaha filed a complaint stating that the insurer LIC of India had repudiated death claim on his wife policy. The insurer contended that they gathered enough evidence during their investigation of the claim that the deceased life assured under taken treatment for cancer prior to revival. Therefore the claim has been repudiated. Hence the complaint.

18) Cause of Complaint:

a) Complainants argument: In his complaint letter dated 20.4.2021, the complainant submitted that his wife took the captioned policy 686016007 with DOC 28.10.2011 from LIC of India for Sum assured one lakhs. LIC of India had repudiated death claim on his wife policy. It was repudiated on ground of suppression of previous health history at the time of revival. His appeal for reconsideration of the decision has been rejected by the Zonal Claims Review Committee of the insurer. Therefore, the complainant pleaded this forum for refund of premium paid.

b) Insurer's argument: In its self contained note dated 7.5.2021, the insurer submitted that the DLA obtained policy for a sum assured of Rs.100000/- under LIC's Plan 165-16 with date of commencement 28.10.2011. Policy was revived on 4.5.2017 by remitting 5 yearly premiums on the basis of DGH dated 3.5.2017 ,dues from October 2012 to October 2016. Policy resulted into death claim on 30.6.2017 within one month 26 days from revival. Cause of death was cancer. Policyholder took treatment for Breast cancer in Basavatarakam cancer hospital from 28.9.2015 which was not disclosed in declaration of good health form at the time of revival. Insurer submitted that Special reports would have been called for at revival had, DLA mentioned about the treatment of breast cancer. Claim was repudiated on 26.6.2019 for concealment of material facts under provision of Sec 45 of insurance law amendment Act 2015. The decision of DODRC was upheld by ZO CDRC. Thus the insurer pleaded for dismissal of the complaint by this forum.

19) Reason for Registration of Complaint:- Scope of the Insurance Ombudsman Rules-2017: Any partial or total repudiation of claims by the life insurer, general insurer or the health insurer.

20) The following documents were placed for perusal

- a) SCN dt. 7.5.2021
- b) Complaint letter dated: 20.4.2021
- c) Repudiation letter dt.1.12.2019
- d) Copies of Policy Schedule & Proposal

21) Result of hearing with both parties (Observations & Conclusion) :

Pursuant to the notices issued by this office, insurer attended the on line hearing through video and complainant joined the hearing through audio which was held at Hyderabad on **8.6.2021**.

During the course of personal hearing, the complainant reiterated his pleadings .The insurer submitted that the claim had been rightly repudiated by them as per the provisions of Section 45 Insurance Act 1938, due to suppression of material information in respect of treatment taken for breast cancer from 9.9.2015 by the DLA which was prior to revival.

On careful consideration of the written and oral submissions of both the parties and the documentary evidence adduced, it is noted from the B ,B1 forms, life assured was admitted in Basavatarakam Indo American cancer hospital Hyderabad on 9.9.2015 and treated for breast cancer. She had lump in the right breast since 2 years prior to admission. Policy was revived on 4.5.2017 on the basis of DGH dated 3.5.2017 by paying 5 yearly premium dues. Carcinoma was diagnosed before date of revival .Policy resulted into death claim on 30.3.2017 and cause of death was cancer as per claim forms. As per DMR report cause of death is related to undisclosed disease . Suppressing the above facts ,policy was revived with a fraudulent intention which is established from the hospital report submitted.

The contract of insurance being based on the principle of 'utmost good faith', both the parties to the contract are obliged to disclose all material facts in full. The provisions of Section 45 Insurance Act 1938 is applicable . A policy of life insurance may be called in question at any time within three years from date of commencement/revival of the policy on grounds of fraud. There is suppression of material information.

In view of the above facts and circumstances of the case, the rejection of death claim under the policy was on valid grounds and the decision of insurer does not warrant any intervention. The forum is of the opinion that the amount paid for revival of the policy has to be forfeited as fraud was established. The forum holds that the decision of the insurer in repudiating the death claim in order.

Hence the complaint is dismissed.

AWARD

In the light of the evidence on record, it is observed that the repudiation of the claim by the Insurer being in consonance with the terms & conditions of the policy and the general principles of insurance, it does not warrant any interference at the hands of the Ombudsman.

In result, the complaint is dismissed.

Dated at Hyderabad on the 8th day of June 2021

**(I.SURESH BABU)
INSURANCE OMBUDSMAN
FOR THE STATES OF A.P.
TELANGANA AND CITY OF YANAM**

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, STATES OF A.P., TELANGANA & YANAM (Under Rule 16(1)/17 of The Insurance Ombudsman Rules, 2017) OMBUDSMAN - Shri I. SURESH BABU		
Complaint Ref. No.HYD-L-008-2122-133 Award No. IO/HYD/A/LI/0067/2021-22		
1.	Name & address of the complainant	Mr. Ankam Yadagiri H No.1-1-283, Flat No. 202C Gowtham Towers, Bapu nagar Hyderabad -500020
2.	Policy No./Collection No. Type of Policy Policy term/Premium paying period	501-9265916 Bharati AXA Elite Advantage Plan 12 Years/ 12 Years.
3.	Name of the Policy holder	Mrs. Ankam Nagamani
4.	Name of the insurer	Bharati Axa Life Insurance Co. Ltd.
5.	Date of Rejection by insurer	31-12-2020
6.	Reason for Rejection	Suppression of Material facts

7.	Date of receipt of the Complaint	25-02-2021
8.	Nature of complaint	Repudiation of death claim.
9.	Amount of Claim	Rs.15,72,034/-
10.	Date of Partial Settlement	NA
11.	Amount of Relief sought	Rs.15,72,034/-
12.	Complaint registered under	Rule No 13.1. (b) of Insurance Ombudsman Rules
13.	Date of hearing/place	07-06-2021
14.	Representation at the hearing	
	a) For the complainant	Self
	b) For the insurer	Ms. Snehal Sawant, legal in charge.
15.	Complaint how disposed	Dismissed
16.	Date of Order/Award	09-06-2021

17) Brief Facts of the Case:

Mr. Ankam Yadagiri complained that the insurer had wrongly rejected his request to settle the death claim on the policy of his wife.

The complaint falls within the scope of the Insurance Ombudsman Rules, 2017 and so it was registered.

18) Cause of Complaint: Non -settlement of death claim.

a) Complainants argument:

Ms. Ankam Nagamani took an insurance policy on 19/06/2019 from Bharti Axa life insurance company limited. Unfortunately, she expired on 07/11/2020 and her husband Mr. Ankam Yadagiri who is the nominee in the policy, gave death intimation and requested the insurer to settle the death claim. The Insurance company repudiated the claim stating that the life assured had suppressed material facts regarding her health and medical history while taking the policy. Hence, he decided to complain to the Insurance Ombudsman for justice.

b) Insurer's argument:

An insurance policy was issued to Ms. Ankam Nagamani on 19/06/2019 after receiving the first premium along with the proposal from. A death intimation was received from her husband who was the nominee in the policy stating that the life assured expired on 07-11-2020 and he requested for settlement of death claim. On verification of the records it was observed that the life assured had suppressed material facts regarding her health history while taking the policy. Hence the payment of death claim was repudiated.

19) Reason for Registration of Complaint: Non settlement of death claim.

20) The following documents were placed for perusal.

- a) Policy schedule
- b) Complaint letter
- c) Rejection letter by Insurer
- d) Self contained note by the Insurer.

21) Result of hearing with both parties (Observations & Conclusion) :

Pursuant to the notices issued by this office both the parties attended the hearing held at Hyderabad on 07/06/2021 through on line video call.

On close consideration of submissions made and documents produced it was observed that, Ms. Ankam Nagamani took an insurance policy on 19/06/2019 from Bharti Axa life Insurance Company Limited. She expired due to COVID-19 on 07/11/2020 which was less than two years from issue of the policy and her husband Mr. Ankam Yadagiri who was the nominee in the policy, gave death intimation and requested the insurance company to settle the death claim. Anyhow, the insurer repudiated the claim stating that, the life assured suppressed material facts regarding her health and medical history while taking the policy.

The insurer stated in the Self contained note (Point No. 12) that, after receiving the death intimation, the company had conducted an investigation regarding the profile of the life assured and it was found that, before taking the policy the life assured suffered from Pre existing ailments but didn't disclose the same in the proposal form. The insurer submitted discharge summary of Aditya Hospital dated 01-01-2018 which was prior to the date of taking the policy. As per the discharge summary the life assured suffered from Rheumatoid Arthritis and was also diagnosed with Atypical LRTI (Lower Respiratory Tract Infection). It was also found that the deceased life assured was a known case of hypertension and diabetes and was on insulin before taking the policy.

It was very clear that the complainant had taken treatment for multiple health issues before taking the policy but he didn't disclose the same in the proposal form. The life assured had replied in negative for question No 7 (4) (b) wherein he was asked whether he had ever received Medical advice or treatment for any respiratory disease, kidney disease, liver disease, urinary tract disease or nervous disease. The complainant didn't dispute the health history and medical records of the life assured submitted by the insurer, but his contention was that, while taking the policy the sales person was informed that the life assured suffered from diabetes and hypertension. This contention of the complainant can't be accepted as he didn't submit any evidence to establish that the sales person was informed about the preexisting ailments of the life assured. Hence the Forum has no other option but to agree with the submission of the insurer that the life assured had suppressed material facts regarding her health and medical history while taking the policy.

A contract of Insurance is governed by the principle of 'Uberima fides'. In other words, it is a contract of utmost good faith wherein the life assured was duty bound to disclose all facts material to the contract while taking the policy. But it was clearly evident from the medical records that the life assured had withheld material information pertaining to her health and medical history while taking the policy.

Therefore, for the reasons mentioned above and in the light of the medical evidences submitted by the insurer, which were available on record, the repudiation of the claim on the ground that the insured had suppressed the material facts relating to her health condition at the time of effecting the insurance policy is legal, proper and correct and does not warrant any interference by the Forum.

AWARD

Taking into account the facts and circumstances of the case, the documents produced and the submissions made by both the parties during the course of hearing the decision of the insurer to repudiate the claim is justified.

In result the complaint is dismissed.

Dated at Hyderabad on the 09th day of June 2021.

(I SURESH BABU)

**INSURANCE OMBUDSMAN
FOR THE STATES OF A.P.**

TELANGANA AND CITY OF YANAM

PROCEEDINGS BEFORE

THE INSURANCE OMBUDSMAN, STATES OF A.P., TELANGANA & YANAM

(Under Rule 16(1)/17 of The Insurance Ombudsman Rules, 2017)

OMBUDSMAN - Shri I. SURESH BABU

Complaint Ref. No. HYD-L-004-2122- 0015

Award No. IO/HYD/A/LI/0069/2021-22

1.	Name, address of the complainant	Mr.Vinnakota Brahmaji Dattu 2-76, Ravindra Residency, V.V.Pride Lodge, Next to Swagath Near B.S.N.L.Office, Chandanagar, Hyderabad- 500050.
2.	Policy No./Collection No. Type of Policy Policy term/Premium paying period	10014367. AVIVA Freedom life advantage plan 30 Years/30Years
3.	Name of the Policy holder	Ms.V. Anupama.
4.	Name of the insurer	Aviva Life Insurance Company Ltd
5.	Date of Rejection by Insurer	17/02/2021
6.	Reason for Rejection	As per conditions of policy.
7.	Date of receipt of the Complaint	18/03/2021.
8.	Nature of complaint	Non settlement of death claim.
9.	Amount of Claim	Rs. 12,50,000/-.
10.	Date of Partial Settlement	NIL
11.	Amount of Relief sought	Rs. 12,50,000/-.

12.	Complaint registered under	Rule No 13.1. (d) of Insurance Ombudsman Rules
13.	Date of hearing/place	05/05/2021./Hyderabad
14.	Representation at the hearing	
	a) For the complainant	Self
	b) For the insurer	Mr. Rishi Chadha, Manager (legal)
15.	Complaint how disposed	Disposed off.
16.	Date of Order/Award	09-06-2021

17) Brief Facts of the Case:

Sri V.Brahmaji Dattu filed a complaint stating that the insurer has wrongly rejected his request for payment of death claim on the policy of his wife.

The complaint falls within the scope of the Insurance Ombudsman Rules, 2017 and so it was registered.

18) Cause of Complaint: Non –payment of death claim.

(a)Complainants argument:

Sri V.BrahmajiDattu took an insurance policy from the Aviva life insurance company on 22-05-2013. He was the proposer as well as nominee in the policy and his wife was the life assured. The life assured expired on 15-05-2017 and he requested the insurer to settle the death claim. Anyhow, as his in laws raised an FIR against him alleging that he was responsible for the death of the life assured the insurer advised him to but his submit an acquittal certificate or a succession certificate for settlement of death claim. As it would take a long time to obtain a succession certificate, he requested the insurer to pay the claim amount to his children. Anyhow his request was rejected by the insurer and hence he approached the insurance Ombudsman for justice.

b) Insurer’s argument:

An insurance policy bearing number 10014367 was issued on22-05-2013 with Ms.V. Anupama. as the life assured and her husband Mr.Brahmaji Dattu as the nominee. The life assured expired on 15-05-2017 and he gave a death intimation and requested for settlement of death claim. As an FIR was raised against him alleging that he was responsible for the death of the life assured he was advised to submit the final discharge order/acquittal order from the court or submit succession certificate for settlement of the death claim. As he didn’t submit any of the requirements, the claim was not settled.

19) Reason for Registration of Complaint:-Non settlement of death claim.

20) The following documents were placed for perusal.

- a)Request letter by complainant to Insurance company.
- b)Reply by Insurance company
- c)Complaint letter by the complainant to Ombudsman .
- d) Self Contained note by Insurer.

21)Result of hearing with both parties (Observations & Conclusion):

Pursuant to the notices issued by this office both the parties attended the hearing held at Hyderabad on 05/05/2021 through on line video call.

On close consideration of submissions made and documents produced it was observed that, the complainant Mr. V. Brahmaji Dattu took an insurance policy bearing number 10014367 from Aviva Life Insurance company limited on 22-05-2013. He was the proposer and nominee in the policy and his wife was the life assured. The life assureds expired on

15-05-2017 and the complainant gave death intimation to the insurer and requested for payment of death claim. Anyhow the insurer didn't settle the death claim stating that, the claim can't be settled as an FIR was booked against him alleging that he himself was responsible for the death of his wife. The complainant informed the insurer that the cause of death of his wife was suicide and requested the insurer to settle the death claim. As he didn't receive any positive response from the insurer he approached the Insurance Ombudsman for justice.

During the course of hearing the representative of the insurer stated that the company would settle the death claim ,if a succession certificate or acquittal certificate from court is submitted by the complainant. Anyhow the complainant stated that, obtaining a succession certificate would involve a lot of time and money and hence he requested the insurer to settle the death and pay the amount to his children as he had submitted a deed of relinquishment but the insurer didn't agree for the same. Later, a mail dated 06-05-2021 was received from the insurer stating that the company was ready to pay the claim amount to the children of the life assured/nominee. The insurer also stated that, if bank account is opened in the names of the children the claim amount would be deposited in their bank account. The complainant agreed for the same but informed that himself or his father would be the guardians in the bank account. Anyhow the insurer didn't agree for the same as his father was also a co-accused in the FIR which was filed against him. The contention of the insurer that the claim amount can't be deposited in the bank account in which the person who is responsible for the death of the life assured is a guardian or nominee is justified. Hence the insurer is directed to deposit the claim amount in the bank account of the children of life assured/nominee after satisfying that the bank account is as per the conditions of the insurance company.

AWARD

Taking into account the facts and circumstances of the case and submissions made by both the parties, the insurer may deposit the claim amount in the account of the children of the life assured as agreed after satisfying that the account is opened as per the conditions of the insurance company.

In result the complaint is Disposed off.

Dated at Hyderabad on the 09th day of June 2021.

(I SURESH BABU)

**INSURANCE OMBUDSMAN
FOR THE STATES OF A.P.**

TELANGANA AND CITY OF YANAM

PROCEEDINGS BEFORE

THE INSURANCE OMBUDSMAN, STATES OF A.P., TELANGANA & YANAM

(Under Rule 16(1)/17 of The Insurance Ombudsman Rules, 2017)

OMBUDSMAN - Shri Suresh Chandra Panda ,IAS

Complaint Ref. No. HYD-L-025-2122-0079

Award No.IO/HYD/A/LI/070/2021-22

1.	Name & address of the complainant	Mr. Ramavath Nandu Pulyathanda, Peddavoora Mdl, Chalapurthy, Nalgonda-508202 TELANGANA
2.	Policy No./Collection No. Type of Policy Premium paying term/Policy Term	04175515 Exide Life Income Advantage Plan 12 years/ 24 Years
3.	Name of the insured	Mr. Ramavath Bodiya
4.	Name of the insurer	Exide Life Insurance Company Limited
5.	Date of Rejection	02/12/2021
6.	Reason for Rejection	Suppression of material facts
7.	Date of receipt of the Complaint	22.04.2021
8.	Nature of complaint	Repudiation of death claim
9.	Amount of Claim	Rs.478470
10.	Date of Partial Settlement	NA
11.	Amount of Relief sought	Rs.478470
12.	Complaint registered under	Rule No.13.1(d) Insurance Ombudsman Rules
13.	Date of hearing/place	30.6.2021 /Hyderabad
14.	Representation at the hearing	
	a) For the complainant	Mr. Ramavath Nandu
	b) For the insurer	Mr. Mukund Sharma
15.	Complaint how disposed	Dismissed
16.	Date of Order/Award	30.6.2021

17) Brief Facts of the Case: Mr. Ramvath Nandu, nominee of the policy, filed a complaint stating that, the insurer has wrongly repudiated the death claim on the life of his father Mr Ramavath Bodiya. The insurer

contended that they gathered enough evidence during their investigation of the claim that the deceased life assured had undergone treatment for cancer prior to proposal, hence the claim has been repudiated. The complaint falls within the scope of the Insurance Ombudsman Rules, 2017 and hence it was registered.

18) Cause of Complaint: Repudiation of death claim.

a) Complainants argument: In his complaint letter dated 19.4.2021, the complainant submitted that his father Mr. Ramavath Bodiya took an insurance policy on 31-01-2020 with Exide Life insurance and he expired on 26-03-2020. He being the nominee in the policy, gave death intimation and requested the insurer to settle the death claim. The insurer repudiated the claim stating that, the deceased life assured had suppressed material facts regarding his health history before taking the policy. The complainant requested the insurer to reconsider the decision and settle the claim as his father didn't have any pre-existing deceases as told by the Insurer but died because of heart attack. The Insurer had repudiated the death claim and refunded the premium Rs.47847/- on 4.12.2020 (excluding taxes). His appeal for reconsideration of the decision has been rejected by the insurer. Therefore, the complainant pleaded this forum for settlement of death claim.

b) Insurer's argument: An insurance policy with number 04055571 was issued to Mr. Ramavath Bodiya for a sum assured of Rs.478470/- lakhs with date of commencement as 31.1.2020. The installment premium was Rs.50000/- and the mode of payment of premium was yearly. After paying the first premium, the policy holder died on 26.03.2020. Mr. Ramvath Nandu being the nominee of the policy, has applied for death claim amount. Upon investigation and evaluation of the claim application, certain indisputable evidence were procured by Exide Life which substantiates the fact that the life assured suffered from Adeno carcinoma prior to the proposal date and said fact was not disclosed by the life assured at the time of proposal for the policy. In the event, the company was aware of the existence of the aforementioned pre-existing medical condition, it would not have issued the subject policy on the life assured. However, the company has refunded the premium paid by the insured to the nominee. Thus the company prayed for dismissal of the complaint.

19) Reason for Registration of Complaint:-Repudiation of death claim.

20) The following documents were placed for perusal.

- a) Policy schedule
- b) Rejection by insurer 2.12.2020
- c) Complaint to Ombudsman 22.4.2021
- d) Self contained note by the Insurer.

21) Result of hearing with both parties (observations & conclusion):

Pursuant to the notice issued by this office, both the parties attended the online hearing held at Hyderabad on 30.6.2021.

The Complainant stated that the death claim of his deceased father was wrongly repudiated by the insurer for alleged suppression of health at the time of submission of proposal. He stated that his father didn't have any pre-existing deceases and was not admitted any hospital for treatment. On the other hand, the representative of the insurer who attended the hearing online argued that the deceased life assured had suppressed material information about his health condition at the time of proposal.

On careful consideration of the written and oral submissions of both the parties and the documentary evidence adduced, it is noted from the records submitted that the life assured had undergone medical tests i.e. Endoscopic biopsy, Histopathology specimen and upper gastro intestine scan on 27th and 28th December 2019 at NIMS hyderabad. The deceased life assured was diagnosed with Adeno cancer on 6.1.2020. The OPD record of Kamineni hospital confirms that deceased life assured suffered from Adeno Carcinoma (stomach cancer stage IV). The policy was taken on 31.1.2020, which was after diagnosis of stomach cancer. Had deceased life assured disclosed the said material information about his health

in proposal the insurer company in its Self contained note informed that they would not have issued the policy. Deased life assured knowing well about his health conditions, choose not to disclose these material facts with a fraudulent intention while taking the policy in 31.2.2020. The policy resulted into death claim on 26.3.2020 within 1 month 25 days from commencement of risk.

In Section VII- Health details of the life assured in proposal form for Question 77 have you ever been diagnosed or have suffered from any of the following ? (F) Cyst growth pre cancerous condition ,non healing ulcer,cancer or tumour of any kind? and for question 74 -Have you suffered from any illness during the last five years which required specialized examination (including ECG, blood test) . Deased life assured had replied as “NO”. Insurance company has alleged suppression of material information in respect of answers given by life assured under health details .Life assured had consulted oncoligist on 6.1.2020 and was diagnosed to have stomach cancer stage IV . Deceased insured had concealed facts with respect to the state of his health which had influenced the decision of the insurer as to whether the insurance cover should be granted to him or not. Had the DLA disclosed the said material information about his health in proposal, the insurance company would not have issued the policy. It is clearly evident that even though the insured had been suffering from stomach cancer stage IV prior to proposal, he did not disclose the same in the proposal and obtained the insurance policy with fraudulent intention.

The contract of insurance is one of ‘utmost good faith’ and both parties to the contract shall disclose all facts, whether material or not, in full to the other. Since the life assured did not disclose his correct status of health in his proposal for insurance, the insurer cannot be made liable to pay the sum assured. Concealment of material fact amounts to fraud. Accordingly the claim was rightly repudiated by the insurer.

Therefore the Forum comes to the conclusion that there was suppression of material facts at the time of obtaining the said policy and hence the insurer is justified in repudiating the death claim on the said policy and the decision of insurer does not warrant any intervention. Hence, the complaint is treated as dismissed.

AWARD

Taking into account the facts & circumstances of the case and the submissions made by both the parties during the course of the hearing, the repudiation decision taken by the insurer is in consonance with the policy terms and conditions and doesn't warrant the intervention of this forum.

Hence, the complaint is treated as dismissed.

Dated at Hyderabad on the 30th day of June 2021.

(Shri Suresh Chandra Panda)

INSURANCE OMBUDSMAN

FOR THE STATES OF A.P.,

TELANGANA AND YANAM

**PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN,Kolkata
(StatesofWestBengal,SikkimandUnionTerritoriesofAndaman&NicobarIslands)
(UNDERRULENO.16/17OFTHEINSURANCEOMBUDSMANRULES,2017)**

Ombudsman Name: P.K.RATH
CASE OF COMPLAINANT – MRS. MUMAN BANDYOPADHYAY
VS
RESPONDENT: L.I.C. OF INDIA, KMDO-I
COMPLAINT REF: NO: KOL-L-029-2021-1218
AWARD NO: IO/KOL/A/LI/0176/2021-2022

1.	Name & Address of The Complainant :	MRS. MUMAN BANDYPPADHYAY D/o Barun Kanti Bandyopadhyay, 367/2, M.B.Road, P.O. Nimta, Kolkata -700049.						
2.	Type Of Policy: Life / Health / General :LIFE. Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	998388370							
	998393527							
3.	Name of insured	:	MRS. CHHABI BANDYOPADHYAY					
4.	Name of the insurer	:	L.I.C.OF INDIA, KMDO-I					
5.	Date of receipt of the Complaint		25-03-2021					
6.	Nature of Complaint	:	Return of purchase price paid less than the original purchase price of Three Lacs.					
7.	Amount of Claim		0.00					
8.	Date of Partial Settlement	:						
9.	Amount of relief sought	:						
10.	Complaint registered under Insurance Ombudsman Rules 2017	:	13 (1) (a).					
11.	Date of hearing		25-06-2021					
	Place of hearing		Kolkata					
12.	Representation at the hearing							
	a)For the Complainant	:	MUMAN BANDYOPADHYAY					
	b)For the Insurer	:	MR. SUJAY KUMAR BRAHMA.					
13.	Complaint how disposed	:	By conducting online hearing					
14.	Date of Award	:	28-JUN-2021					

Brief Facts of the Case:

1. The complainant is nominee of the deceased annuitant under both the policies in question.
2. Annuitant expired on 12.03.2020. Annuity Installment for Rs. 22755/- payable on 1st. Aug./1st. Dec., every year, Mode being Yearly. Purchase price of both the policies 3 lacs each. Last Annuity paid on 01.08.2019/01.12.2019
3. Complainant alleged that she received less amount from original purchase price of Rs. 3 lacs for each policy. Wants to get the balance amount.
4. No copy of Policy Bonds received. So details of policy could not be verified.
5. Lodged complaint to the insurer on 11.06.2020 and 12.08.2020 but no response received from the insurer.
6. As per SCN received from the insurer, they have clarified that full purchase price of Rs. 3 lacs less broken period annuity paid as per terms and conditions of the policy.

Contention of the complainant:

Complainant alleged that Original Purchase Price was rupees three lacs under each policies and were payable on death of the annuitant. But on death of her mother, the annuitant, on 12.03.2020 the insurer paid less value of original purchase price as death benefit under the policy. Lodged complaint to the insurer on 11.06.2020 and 12.08.2020 but no response received from them.

Being aggrieved appealed before this office for justice and redress of the case.

Contention of the Respondent:

As per SCN received from the insurer, they have clarified that full purchase price for Rs. 3 lacs less broken period annuity paid as per terms and conditions of the policy. So nothing more is payable under both the policies.

Observation and conclusions:

It is observed that the annuitant got the return of purchase price correctly on 3 lacs less the broken period annuity for each of the policy and nothing paid less by the insurer. The clarification is that last installment released one on 01.08.2019 and another on 01.12.2019 for the period from 01.08.2019 to 31.07.2020 and 01.12.2019 to 30.11.2020 respectively. The annuitant expired on 12.03.2020. So for last installment actual annuity payable for Rs. 21,009/- for pol.no. 998388370 and Rs. 22,194/- for pol.no. 998393527 but in both case annuity released Rs. 22,755/- and so excess amount paid for Rs. 1,746/- & Rs. 561/- for the respective policy. The excess amount deducted from the respective purchase price of the policies and net amount paid for policy no. 998388370 for Rs.298254/- (3,00,000 - 1746/-) and for Policy no. 998393527 for Rs. 299439/- (3,00,000 - 561/-). So nothing more is payable.

AWARD

Taking into account the facts and circumstances of the case, the submissions made by both the parties during the course of hearing and after going through all the relevant documents on record, it is observed that the insurer paid correct death benefit under both the policies after deduction of excess annuity paid to the annuitant before her death on 12.03.2020. It is also observed that an excess amount paid for Rs. 1746/- which deducted from the Original Purchase price for Rs. 3,00,000/- for policy no. 998388370 and net amount paid. Accordingly, Rs. 561/- deducted from original purchase price of Rs. 3,00,000/- for policy no. 998393527 and net amount paid. In view of the above I am of opinion that nothing more is payable as per terms and conditions of the policy. Hence, the complaint is dismissed without any relief to the complainant.

The attention of the Complainant and the Insurer is hereby invited to the following provisions of Insurance Ombudsman Rule 2017.

As per Rule 17(6) of the said rules the Insurer shall comply with the Award within 30 days of the receipt of the acceptance letter of the Complainant and shall intimate the compliance to the Ombudsman.

Dated at Kolkata on 28th Day of June, 2021

Sd/

P. K. RATH

INSURANCE OMBUDSMAN

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Kolkata
(States of West Bengal, Sikkim and Union Territories of Andaman & Nicobar Islands)
(UNDERRULENO.16/17OFTHEINSURANCEOMBUDSMANRULES,2017)

Ombudsman Name: P.K.RATH
CASEOFCOMPLAINANT– MRS. SHALINI AGARWAL

VS

RESPONDENT: L.I.C. OF INDIA, JALPAIGURI D.O.

COMPLAINT REF: NO: KOL-L-029-2021-1235

AWARD NO:IO/KOL/A/LI/0175/2021-2022

1.	Name &Address of The Complainant :	MRS. SHALINI AGARWAL W/o Late Basant Kr. Agarwal, 10, Sevoke Road, Siliguri, Darjeeling. W.B. PIN 734001.							
2.	Type Of Policy: Life / Health / General :LIFE. Policy Details:								
		Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
		455165569		164-25		28.03.2010	2990/-	25	25
3.	Name of insured :	BASANT KUMAR AGARWAL							
4.	Name of the insurer :	L.I.C.OF INDIA, JALPAIGURI DIVN.							
5.	Date of receipt of the Complaint	24-03-2021							
6.	Nature of Complaint :	Death claim under the policy repudiated by the insurer.							
7.	Amount of Claim	0.00							
8.	Date of Partial Settlement :								
9.	Amount of relief sought :								
10.	Complaint registered under Insurance Ombudsman Rules 2017 :	13 (1) (b)							
11.	Date of hearing Place of hearing	25-06-2021 Kolkata							
12.	Representation at the hearing								
	a)For the Complainant :	MRS. SHALINI AGARWAL							
	b)For the Insurer :	MR. ASHOKE PAUL							
13.	Complaint how disposed :	By conducting online hearing							
14.	Date of Award :	28-JUN-2021							

Brief Facts of the Case:

1. The policy issued was purely one Term Insurance Plan - ANMOL JEEVAN-1 on 28.03.2010 and FUP being 03.2020.
2. Life assured expired on 18.07.2020 and policy status as on the date of death was lapsed.

3. Nominee submitted claim forms and other requirements to get death benefit under the policy but regretted by the insurer, as the policy was lapsed as on death of the life assured.

4. As per SCN received from the insurer, they have submitted that as the policy is a Term Assurance policy, if death takes place after days of grace and due premium be not paid then nothing is payable as death benefit, as per terms and conditions of the policy.

5. Date of death of the L.A. is 18.07.2020 and FUP being 28.03.2020 is a lapsed policy.

Contention of the complainant:

The complainant is the nominee under the policy and spouse of the DLA. On death of the life assured under the policy, being nominee under the policy submitted necessary claim forms for getting death benefit under the policy but repudiated by the insurer. She appealed before the insurer for reconsideration of the decision as only one premium due on 28.03.2020 could not be paid due to lockdown of the state. All the previous premium were paid in time without any fail except the last one. So she requested to consider the case but no response received from the insurer. Being aggrieved appealed before this office for justice.

Contention of the Respondent:

As per SCN received from the insurer, they have clarified clearly the reason for repudiation of death claim under the policy. The reasons are :

1. Policy issued was ANMOL JEEVAN-1 (T-164) which is a pure Term Insurance Plan and no death benefit is payable if death occurs after expiry of grace period. Policy will be lapsed after expiry of grace period.

2. Life assured under the policy expired on 18.07.2020 and First Unpaid Premium of the policy was 28.03.2020. So as on the date of death policy was lapsed and so nothing is payable, as per terms and conditions of the policy.

3. As regards lockdown office was open after 18.04.2020 and premium collection was going on but no premium received under the policy either by online or of-line before death of DLA.

4. Policy become lapsed and so nothing is payable under the policy.

Observation and conclusions:

It is observed that as on the death of the life assured the policy was in lapsed condition for non payment of premium due on 28.03.2020 even within the extended grace period specially offered by the insurer upto 31.05.2020. Life assured expired on 18.07.2020. So as per terms and conditions of the policy nothing is payable as death benefit under the policy.

AWARD

Taking into account the facts and circumstances of the case, the submissions made by both the parties during the course of hearing and after going through all the relevant documents on record, it is observed that the policy was in lapsed condition as on the date of death of the life assured under the policy due to non payment of premium due on 28.03.2020 even within the extended grace period upto 31.05.2020, offered specially by the insurer. Life assured under the policy expired on 18.07.2020. So in view of the above fact, I am of opinion that since the policy in question was a Term Insurance Plan of assurance, nothing is payable as death benefit as per terms and conditions of the policy.

Hence, the complaint is dismissed without any relief to the complainant.

The attention of the Complainant and the Insurer is hereby invited to the following provisions of Insurance Ombudsman Rule 2017.

As per Rule 17(6) of the said rules the Insurer shall comply with the Award within 30 days of the receipt of the acceptance letter of the Complainant and shall intimate the compliance to the Ombudsman.

Dated at Kolkata on 28th Day of June, 2021

Sd/

P. K. RATH

INSURANCE OMBUDSMAN

**PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Kolkata
(States of West Bengal, Sikkim and Union Territories of Andaman & Nicobar Islands)
(UNDERRULENO.16/17OF THE INSURANCE OMBUDSMAN RULES, 2017)**

Ombudsman Name: P.K.RATH

CASE OF COMPLAINANT – MRS. MADHUMITA NAG

VS

RESPONDENT: L.I.C. OF INDIA, KMDO-1.

COMPLAINT REF: NO: KOL-L-029-2021-1177

AWARD NO: IO/KOL/A/LI/0152/2021-2022

1.	Name & Address of The Complainant:	MRS. MADHUMITA NAG W/O, LATE RUPAM NAG, Flat No. 3A, BA-61, Subhangan Co-op. Housing Society, New Town, Kolkata 700156																																						
2.	Type Of Policy: Life / Health / General : LIFE. Policy Details:																																							
	<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>411984187</td><td></td><td></td><td></td><td>28.07.1994</td><td>253/-</td><td>30</td><td>30</td></tr><tr><td>411984188</td><td></td><td></td><td></td><td>28.07.1994</td><td>253/-</td><td>30</td><td>30</td></tr><tr><td>411984189</td><td></td><td></td><td></td><td>28.07.1994</td><td>253/-</td><td>30</td><td>30</td></tr></tbody></table>	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term	411984187				28.07.1994	253/-	30	30	411984188				28.07.1994	253/-	30	30	411984189				28.07.1994	253/-	30	30							
Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term																																	
411984187				28.07.1994	253/-	30	30																																	
411984188				28.07.1994	253/-	30	30																																	
411984189				28.07.1994	253/-	30	30																																	
3.	Name of insured	: MR. RUPAM NAG																																						
4.	Name of the insurer	: L.I.C. OF INDIA, KMDO-1.																																						
5.	Date of receipt of the Complaint	09-03-2021																																						
6.	Nature of Complaint	: Appeal for settlement of Death Claim on full S.A.																																						
7.	Amount of Claim	0.00																																						
8.	Date of Partial Settlement	:																																						
9.	Amount of relief sought	:																																						
10.	Complaint registered under Insurance Ombudsman Rules 2017	: 13 (1) (f).																																						
11.	Date of hearing Place of hearing	09-06-2021 Kolkata																																						
12.	Representation at the hearing																																							

	a)For the Complainant	: MRS. MADHUMITA NAG
	b)For the Insurer	: MR. SUJAY BRAHMA
13.	Complaint how disposed	: By conducting online hearing
14.	Date of Award	: 17-JUN-2021

Brief Facts of the Case:

1. The complainant is the wife of the DLA under the policy.
2. The DLA, Mr. Rupam Nag took 3 Bima Kiran Policies (T-111) on 28.07.1994 for S.A. 1,00,000/- each and Qly. Premium for Rs. 253/- for each policy.
3. The L.A. expired on 11.09.2020 and FUP of the policies were 04.2020. Insurer settled the Death Claim Benefit by paying refund of all the premium paid under the policies, as per rule. But the complainant appealed for payment of S.A. of 1 lakh each under the policies as only 2 Qly. Premium not paid under the policy and that due to lockdown for Covid Pandemic.
4. As per SCN received from the insurer, they have clarified that the payment towards death benefit paid as per terms and conditions of the policy. Since the policy was in lapsed condition for non payment of premium from 04.2020 and death took place on 11.09.2020, only Notional Paid up Value under the policies is payable.

Contention of the Complainant:

1. Complainant is the Wife of the DLA and appeal for settlement of death claim for 3 Bima Kiran Policies on the basis of S.A. under the policies as the DLA could not paid the last 2 Qly. Premium before his death due to Pandemic Situation for COVID and lockdown. The insurer settled the death claim on all the three policies by paying refund of premium. She is not satisfied with the decision of the insurer and being aggrieved appealed before this office for justice.

Contention of the Respondent:

As per SCN received from the insurer, they have clarified as given below

1. Date of death of life assured is 11.9.2020 and First Unpaid Premium is 04.2020 for each policy. So the policies were in lapsed condition and only Notional Paid Up Value is payable. i.e. refund of all the premium paid less Additional Premium any excluding Accident Benefit Premium.
2. Accordingly the death benefit paid under the policies, as per terms and conditions of the policies and question of payment of Sum Assured under the policies does not arise.

Observation and conclusions:

It is observed that the policies were in lapsed condition at the time of death of the life assured under the policy and FUP being 04.2020 and date of death being 11.09.2020. So as per terms and conditions of the policies only Notional Paid up Value is payable under the policies. The insurer paid the death benefit accordingly. So nothing more is payable under the policies as per terms and conditions of the policies.

AWARD

Taking into account the facts and circumstances of the case, the submissions made by both the parties present during the course of hearing and after going through all the relevant documents on record, it is observed that since the policies were in lapsed condition at the time of death of the life assured, the insurer paid the Notional

Paid up Value under the policies, as per terms and conditions of the policies and which is found to be correct. So nothing more is payable under the policies.

Hence, the complaint is dismissed without any relief to the complainant.

The attention of the Complainant and the Insurer is hereby invited to the following provisions of Insurance Ombudsman Rule 2017.

As per Rule 17(6) of the said rules the Insurer shall comply with the Award within 30 days of the receipt of the acceptance letter of the Complainant and shall intimate the compliance to the Ombudsman.

Dated at Kolkata on 17thDay of June, 2021

Sd/
P. K. RATH
INSURANCE OMBUDSMAN

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: P. K. RATH

CASE OF COMPLAINANT– Amarjit Kaur

VS

RESPONDENT: Tata AIA Life Insurance Co. Ltd.

COMPLAINT REF: NO: KOL-L-046-2021-1166

AWARD NO: IO/KOL/A/LI/0171/2021-2022

1.	Name & Address of The Complainant	Amarjit Kaur W/o - Late Gurjant Singh, 137/A, G T Road, Maniktala, Serampore (M), Hooghly - 712 201.																																																														
2.	Type of Policy: Life Policy Details:																																																															
	<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>U213089384</td><td>3000000</td><td>22.03.2019</td><td>22.03.2034</td><td>22.03.2019</td><td>300000</td><td>15/ YLY</td><td>05</td></tr><tr><td>U229248339</td><td>2000000</td><td>30.04.2019</td><td>30.04.2034</td><td>30.04.2019</td><td>200000</td><td>15/ YLY</td><td>05</td></tr><tr><td>U213553030</td><td>2000000</td><td>31.03.2019</td><td>31.03.2034</td><td>31.03.2019</td><td>200000</td><td>15/ YLY</td><td>05</td></tr><tr><td>U151413342</td><td>2000000</td><td>30.01.2019</td><td>30.01.2034</td><td>30.01.2019</td><td>200000</td><td>15/ YLY</td><td>05</td></tr><tr><td>U213550059</td><td>3000000</td><td>31.03.2019</td><td>31.03.2034</td><td>31.03.2019</td><td>300000</td><td>15/ YLY</td><td>05</td></tr><tr><td>U100864874</td><td>8000000</td><td>18.02.2019</td><td>18.02.2034</td><td>18.02.2019</td><td>800000</td><td>15/ YLY</td><td>05</td></tr></tbody></table>	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term	U213089384	3000000	22.03.2019	22.03.2034	22.03.2019	300000	15/ YLY	05	U229248339	2000000	30.04.2019	30.04.2034	30.04.2019	200000	15/ YLY	05	U213553030	2000000	31.03.2019	31.03.2034	31.03.2019	200000	15/ YLY	05	U151413342	2000000	30.01.2019	30.01.2034	30.01.2019	200000	15/ YLY	05	U213550059	3000000	31.03.2019	31.03.2034	31.03.2019	300000	15/ YLY	05	U100864874	8000000	18.02.2019	18.02.2034	18.02.2019	800000	15/ YLY	05							
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U213550059	3000000	31.03.2019	31.03.2034	31.03.2019	300000	15/ YLY	05																																																									
U100864874	8000000	18.02.2019	18.02.2034	18.02.2019	800000	15/ YLY	05																																																									
3.	Name of insured	GURJANT SINGH																																																														
4.	Name of the insurer	Tata AIA Life Insurance Co. Ltd.																																																														
5.	Date of receipt of the Complaint	15.03.2021																																																														
6.	Nature of Complaint	Repudiation of death claim																																																														
7.	Amount of Claim	0.00																																																														
8.	Date of Partial Settlement	NIL																																																														
9.	Amount of relief sought	20000000.00																																																														

10.	Complaint registered under Insurance Ombudsman Rules 2017	Rule 13(1)(b) – any partial or total repudiation of claims by an insurer
11.	Date of hearing Place of hearing	14.06.2021 Kolkata
12.	Representation at the hearing	
	a) For the Complainant	Amarjit Kaur
	b) For the Insurer	Anupam Halder
13.	Complaint how disposed	By conducting online hearing
14.	Date of Award	21.06.2021

Brief Facts of the Case:

1. The diseased policy holder late Gurjant Singh purchased six policies.
2. The diseased life assured (DLA) died due to **sudden cardiac arrest** on 04.08.2020.
3. The complainant being the nominee of all the policies alleged that in spite of submitting the relevant documents, the Insurance Company rejected the claims for all the policies on the ground of non-disclosure of **Pre-Existing Disease (Dementia)** at the time of taking the policy.
4. The complainant appealed to the Company on 17.01.2021 and regrated as the DLA did not disclosed that he was **under treatment of Dementia, Brachial Plexus Neuritis and Cervical Spondylitis** which was already intimated to her through a communication on 11.12.2020.
5. The complainant approached to this Office on 15.03.2021.

Contention of the complainant:

The complainant mentions that,

1. She wants to get the total Death Claim of Rs.20000000/- (Two Crore only) for all the policies.
2. She also mentions that she has been received the Death Claim for other policies from LIC & Met Life.

Contention of the Respondent:

The Insurance Company stated in their Self-Contained Note, that,

1. We confirm that our official had made proper explanation in respect of the details about the terms and conditions and benefits and features and considerations of the aforesaid plan and the LA since deceased had submitted his abovementioned Application Form only after having been duly convinced about the details of the plan.
2. The LA since deceased has confirmed that he had received/and read the Application provided by Insurance Company and had read and understood the same by putting his signature endorsing that he had been convinced about content and features of the policy plan that he has applied for.
3. The Insurance Company denies and disputes the contents and averments contained in the complaint of claimant save and accept which are matter of record and beg to provide with details, explanation and assertion of facts herein after respect of the above referred policy and in reply to the each and every contentions mentioned in the different paragraphs of the complaint of the claimant.
4. On or around 13.10.2020, Insurance Company has received the “Death Claim Intimation-Cum-Claimant’s Statement” along with the death certificate from claimant through which Insurance Company came to

know that LA has died on 04.08.2020 i.e. within one year of issuance of policy due to Sudden Cardio Arrest.

5. After receiving the said documents, Insurance Company has conducted a detailed investigation and found that there has been deliberate misrepresentation/non-disclosure of facts related to health of LA at the time of Application with intention to cheat the Insurance Company.
6. The policy No-U213089384, U229248339, U213553030, U151413342, U100864874 was issued on the basis of the application for insurance dated 20/03/2019 on the life of Mr. Gurjant Singh. In the said application signed by Mr. Gurjant Singh, questions numbered 5 f and 9 of Step Part B: Health and Personal Details had been replied in the negative.
7. The claim has been evaluated and the available medical records confirm that the Life Insured was under treatment for Dementia, Brachial Plexus Neuritis and Cervical Spondylitis prior to the application for insurance. The aforementioned information was not disclosed in reply to the specific questions in the application for the above policies. Had such information been disclosed to us, we would not have issued the policy at the existing terms and conditions. We therefore regret that we are unable to honour complainant's claim and rescinding the above policy from Inception accordingly. Our liability shall be limited as below. As per complainant's request for pay-out through NEFT has been initiated in complainant's account no. 100070292328.
8. **The following amounts have been refunded on 08.12.2020 through NEFT to the complainant as full and final settlement of the claim for the policy nos.**
U213553030 & U151413342 Rs.300000.00 *2 (premium amount)
U213089384 Rs.375000/-
U100864874 Rs.1200000/-
U229248339 Rs.283300/-
U213550059 Rs. 298666.09 on 16.10.2020
9. **However during investigation, it came to our notice that the deceased Life Insured was suffering from Dementia, Brachial Plexus Neuritis and Cervical Spondylitis prior to the application for insurance and DLA did not disclosed his past medical history at time of application. As per investigation LA have DM since 2017. DLA have Dr consultation paper for DM follow up dated 6.10.2010 - Glycomet GP2 forte, 5.11.2013 - h/o fall on 1.11.2013 - direct hit to rt chest wall, 3.8.2015 - Brachialgia Left - Dx - Brachial plexus neuritis 4.8.2015 - x-ray- spondylotic changes in lower cervical spine path report - 6.2.2018 - FBS-137, creat wnl,MRI Brain - 13.3.2018 clinical history – Dementia. Imp - Small chronic ischemic lesions in bilateral subcortical front parietal white matter, Consulted on OPD basis.**
10. Had such information been disclosed, our underwriting decision(s) would have been different and policy would not have issued. Hence Death claim has been declined for non-disclosure of material facts. Hence based on the above evidences Insurance Company has repudiated the claim on the ground of non-disclosure/suppression of material facts related to health condition through repudiation letter.
11. **The total Sum Assured for all the policies is Rs.2 Crore (Two Crore Only). And hence the present case is not maintainable as to its pecuniary jurisdiction. It is submitted that this Hon'ble Forum does not have the pecuniary jurisdiction to try and entertain the present Complaint beyond 30 Lakhs in lieu of Insurance Ombudsman Rule (As amendment up to date).**
12. The Insurance Company strongly submit that the allegations made by claimant is false, fabricated and after thought.

Under the circumstances, the Insurance Company submits that the complaint is devoid of any substance and the claim made therein is unlawful, malafide and not made in accordance to the terms and condition of the said policy and law of land in vogue and it is prayed that the Hon'ble Insurance Ombudsman be pleased to dismiss the complaint.

Observation and conclusions:

1. The 6 policies were sourced through Corporate Agent, Indusind Bank Ltd on **22.03.2019**.
2. The DLA was a graduate and owner of a Proprietorship Firm G S ROADLINE having annual income of Rs.3000000/- as per proposal form.
3. As per medical examination done for the policy no. U213089384 on **23.03.2019** it is found
 - a) The DLA was diabetic since 2017 and having Fasting Blood Sugar as 80 (within range) after taking medicine like Metformine / Glycomet GP 2 forte for 2 years.
 - b) HB1C as 5.6 % with excellent control.
 - c) All the other tests for blood, urine and TMT were done and found satisfactory result.
4. The cause of death mentioned in the Death certificate is SUDDEN CARDIAC ARREST IN A CASE OF UNCONTROLLED HYPERTENSION AND TII DIABETES MELLITUS.
5. Both the parties attended the on-line hearing on 14.06.2021.

AWARD

Taking into account the facts & circumstances of the case, the submissions made by both the parties during the course of hearing and after going through the documents on record it is observed that the Complainant approached to the OIO with complaint of repudiation of death claim.

The total Sum Assured for all the policies is Rs.20000000/- and total premium involved is Rs.2000000/-. Hence, this complaint cannot be entertained, as the amount involved in the present complaint is beyond 30 Lakhs, which is out of the jurisdiction, under Section 17 (3) (ii) of the Insurance Ombudsman Rule, 2017.

The Complainant is advised to place the matter to the proper Forum.

Thus, the Complaint is treated as disposed of.

SHRI P K RATH

INSURANCE OMBUDSMAN