

**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-008-2021-1261

Award No. IO/HYD/A/LI/ 0033/2021-22

1.	Name & address of the complainant	Ms. Gaddam Rani Flat No 307, Srikrishna sai apartments, Warangal Telangana -506142
2.	Policy No./Collection No. Type of Policy Policy term/Premium paying period	53564599 Bharti Axa Life Super Money Back Plan, 10 Yrs / 05 years
3.	Name of the Policy holder	Mr.Gaddam Ganesh
4.	Name of the insurer	Bharti Axa Life Insurance
5.	Date of repudiation	12-01-2021
6.	Reason for Rejection	As per conditions of policy
7.	Date of receipt of the Complaint	02-03-2021
8.	Nature of complaint	Repudiation of death claim
9.	Amount of Claim	Rs.1,85,000/-.
10.	Date of Partial Settlement	NIL
11.	Amount of Relief sought	Rs.1,85,000/-
12.	Complaint registered under	Rule No 13.1. (b) of Insurance Ombudsman Rules
13.	Date of hearing/place	22-03-2021/Hyderabad
14.	Representation at the hearing	
	a) For the complainant	Self
	b) For the insurer	Ms.Snehal Sawant, Senior Executive.
15.	Complaint how disposed	Dismissed
16.	Date of Order/Award	05-05-2021

17) Brief Facts of the Case:

Ms. Gaddam Rani complained that the insurer has wrongly rejected her request to settle the death claim on the policy of her husband.

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

18) Cause of Complaint: Repudiation of death claim.

(a) Complainant's argument:

Mr. Gaddam Ganesh took an insurance policy from Bharti Axa life Insurance Company limited on 14/08/2019. Unfortunately he expired on 20-07-2020 and his wife, Ms. Gaddam Rani who was 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 life assured had suppressed material facts regarding his health history while taking the policy. She requested the insurer to reconsider the decision stating that her husband had not suppressed any material facts regarding his health while taking the policy. Anyhow, the insurer rejected her request and hence she approached the Insurance Ombudsman for justice.

b) Insurer's argument:

An Insurance policy bearing number 501-9781342 was issued on 14/08/2019 to Mr. Gaddam Ganesh after receiving the first annual premium along with the duly signed and completed proposal form. A death intimation was received from his wife stating that, her husband expired on 20-07-2020. As it was an early claim an investigation was conducted and it was found that the deceased life assured was suffering with preexisting ailments but didn't disclose the same in the proposal form. Hence, the death claim was repudiated and the same was informed to the nominee.

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

20) The following documents were placed for perusal.

- a) Request letter by complainant to Insurance company.
- b) Policy schedule.
- c) Complaint letter by the complainant to Ombudsman
- 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 20/04/2021 through on line video call.

On close consideration of submissions made and documents produced it was observed that, Sri. Gaddam Ganesh who was a daily wage earner doing mason work, took an insurance policy on 14/08/2019 from Bharti Axa life Insurance Company Limited. He expired on 20/07/2020 which was less than one year from issue of the policy and his wife Ms. G.Rani 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 his health and medical history while taking the policy.

The insurer stated in the self contained note (point No. 9) that, as it was an early claim, as per the company's internal claims team process, the company had evaluated the profile of the life assured and it was found that, before taking the policy the life assured had an accidental fall from the staircase at his house on 03-05-2018 and his nerve system was damaged as he sustained severe injuries. The insurer submitted discharge summary issued by Srinivasa Kidney and Maternity hospital, Hanamkonda. As per the discharge summary the life assured was admitted in the hospital on 04-05-2018 and was diagnosed with Acute kidney injury and Quadripareisis (It is a condition characterized by weakness in all four limbs). The insurer also submitted discharge summary of sun shine Multi speciality hospital, Warangal. As per the discharge summary, the life assured was admitted in the hospital 09-05-2018 and was diagnosed with Quadriplegia (Limb paralysis caused due to spinal cord injury after an accident). The insurer also submitted discharge summary of MGM Hospital, Warangal. As per the discharge summary the complainant was admitted in the hospital on 30-05-2018 with a complaint that he was not able to move both lower limbs since 5 days. He was diagnosed with Post Traumatic Quadriplegia and discharged after treatment on 14-05-2018.

It was very clear that the complainant had taken treatment for multiple health issues after he had an accidental fall which was 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 life assured had also replied in negative for question No.7 (4) (c) wherein he was asked whether he had any disorder of bones, spine or muscles. Though the life assured had suffered with nervous

disorder and spinal cord injury after an accidental fall in his house and taken treatment for the same he didn't disclose the same in the proposal form.

The complainant didn't dispute the health history and medical records of the life assured submitted by the insurer, but her contention was that, the cause of death was stomach pain and high fever and not the ailments with which he was suffering and took treatment before taking the policy. The complainant was directed to submit the discharge summary of MGM hospital where he was last treated. Anyhow the complainant stated that no discharge summary was given by the hospital. The complainant stated that, she required a few days time to submit the discharge summary from MGM hospital. Anyhow, in spite of sufficient time being given the complainant was not able to submit any discharge summary or medical record from MGM hospital where the life assured was last treated.

The insurer had submitted sufficient evidence to establish that the insured suffered with pre existing ailments before taking the policy but didn't disclose the same in the proposal form and the cause of death was also because of the same ailments with which the insured suffered before taking the policy. In absence of any medical record to prove the insurer wrong the Forum has no other option but to accept the contention of the insurer that the cause of death was because of the pre existing ailments with which the insured suffered before taking the policy. Had the insured disclosed his true medical history in the proposal form, the insurer would not have issued that policy at all or would have called for further medical reports to evaluate the actual risk.

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 submitted by the insurer that the life assured had withheld material information pertaining to his 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 his 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 insurer can't be directed to settle the death claim. In result the complaint is dismissed..

Dated at Hyderabad on the 05th day of May 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-008-2021-1187
Award No. IO/HYD/A/LI/0034/2021-22**

1.	Name & address of the complainant	Ms. P.Malathi HADCO colony , Narasannapeta Mandalam Srikakulam (Dst) Andhra Pradesh-532421
+2.	Policy No./Collection No. Type of Policy Policy term/Premium paying period	501-3053805 Bharati AXA Elite Advantage plan. 12 yrs/ 12yrs
3.	Name of the Policy holder	Mr. P.Srinivasa Rao
4.	Name of the insurer	Bharati Axa Life Insurance Co. Ltd.
5.	Date of Rejection by insurer	30-11-2020
6.	Reason for Rejection	Policy lapsed due to non payment of premium
7.	Date of receipt of the Complaint	3-12-2020
8.	Nature of complaint	Short Payment of death claim.
9.	Amount of Claim	Rs.2,58,281/-.
10.	Date of Partial Settlement	NA
11.	Amount of Relief sought	Rs.2,58,281/-.
12.	Complaint registered under	Rule No 13.1. (f) of Insurance Ombudsman Rules
13.	Date of hearing/place	10-03-2021/Hyderabad
14.	Representation at the hearing	
	a) For the complainant	Self
	b) For the insurer	Mr.Raju, Senior Executive.
15.	Complaint how disposed	Dismissed.
16.	Date of Order/Award	11-05-2021

17) Brief Facts of the Case:

Ms. P.Malathi complained that the insurer had wrongly paid less death claim amount on the policy of her husband .

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

18) Cause of Complaint: Death claim amount received less.

a) Complainants argument:

Mr.P.Srinivasa Rao took an insurance policy on 28/03/2015 from Bharti Axa life insurance company limited. Unfortunately, he expired on 28/07/2020 and his wife who was the nominee in the policy, gave death intimation and requested the insurer to settle the death claim. The company settled only part of the death claim stating that the policy was in a lapsed condition

as on date of death of the life assured. Hence, the complainant decided to complain to the Insurance Ombudsman for justice.

b) Insurer's argument:

An insurance policy was issued to Mr. P.Srinivasa Rao on 28/03/2015, after receiving the duly completed and signed proposal form. A death intimation was received from his wife who was the nominee in the policy stating that, the life assured expired on 28-07-2020. It was observed that, the policy was in a lapsed condition as on date of death of the life assured and hence only a part of the death sum assured (paid up value of death sum assured) was settled.

19) Reason for Registration of Complaint: Death claim amount paid less.

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 10/03/2021 through on line video call.

On close consideration of submissions made and documents produced it was observed that Mr. P.Srinivasa Rao took an insurance policy from Bharti Axa life insurance company on 28-03-2015. He expired on 28-07-2020 and his wife Ms. P.Malathi who was the nominee in the policy gave death intimation and requested the insurer to settle the death claim. Instead of the total death sum assured only partial death sum assured was settled by the insurer stating that the policy was in a lapsed condition as on death of the life assured.

During the course of hearing the representative of the insurer stated that the annual premiums due upto 03/2019 were paid by the insured but the next annual premium which was due in 03/2020 was not paid. As the life assured expired on 28-07-2020 the policy was in lapsed condition as on date of death of the life assured. Anyhow, the complainant stated that the annual premium due on 03/2020 was paid by the insured and hence the policy couldn't be treated to be lapsed as on date of death of the insured. The complainant was asked to submit any evidence to establish that the premium due on 03/2020 was paid. The complainant submitted a screenshot of the status of the policy as appearing in the company web site. As per the screen shot the last premium paid date was shown as 30-08-2019. It is clear that, the annual premium due in 03/2019 was paid by the insured with some delay on 30-08-2019. It was also observed that the next due date of premium was being shown as 28-03-2021. When the last premium paid date was 30-08-2019, then, the next due date of premium should be shown as 28-03-2020 but it was being shown as 28-03-2021. The representative of the insurer was questioned as to why the next due date of premium was wrongly shown as 28-03-2021 instead of 28-03-2020. The representative of the insurer stated that, due to technical error the next due date of premium was wrongly shown as 28-03-2021 instead of 28-03-2020 in the web site. The complainant was directed to submit any evidence by way of bank statement of the life assured to establish that the premium due on 28-03-2020 was paid. The complainant stated that she was hospitalized and hence she couldn't approach the bank to obtain the bank statement of the life assured. She requested for a few days time for submission of the bank statement. Meanwhile this office gave a mail to Standard Chartered bank in which the deceased life assured had an account requesting for submission of the bank statement of the life assured. A reply was received from the bank stating that, the bank statement couldn't be provided as the request for the bank statement was received by the bank from a mail id which was not registered with the bank. Hence, the complainant was advised by the Forum to follow up with bank as she is the nominee and obtain the bank statement. In spite of being given sufficient time the complainant couldn't submit any documentary evidence to establish that the premium due on 03/2020 was paid by the life assured.

In absence of any corroborative evidence to establish that the premium due on 03/2020 was paid by the life assured, Forum feels that, the insurer can't be directed to settle full death sum assured. The complainant can't take advantage of a technical error due to which the next premium due on the policy was wrongly shown as 28-03-2021 in the company web site and claim that, the premium due on 03-2020 was paid by the life assured.

In view of the above Forum feels that the insurer is justified in making payment of only part of the death sum assured.

AWARD

Taking into account the facts and circumstances of the case, the documents produced and submissions made by both the parties, the insurer can't be directed to pay the total death sum assured. In result the complaint is Dismissed.

Dated at Hyderabad on the 11th day of May, 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-008-2122-0103

Award No. IO/HYD/A/LI/040 /2021-22

1.	Name & address of the complainant	Ms. B.Radha H.No.C-598/2, 4-79, Station Road, Kothakota Mandal, Madanpur Mahaboobnagar -509110 TELANGANA
2.	Policy No./Collection No. Type of Policy Policy term/Premium paying period	502-2892763 Bharti Axa Elite Advantage Plan, 12 Years / 12 years
3.	Name of the Policy holder	Mr.B.Mallikarjuna Rao
4.	Name of the insurer	Bharti Axa Life Insurance
5.	Date of repudiation	31-12-2020
6.	Reason for Rejection	As per conditions of policy
7.	Date of receipt of the Complaint	10-03-2021
8.	Nature of complaint	Repudiation of death claim
9.	Amount of Claim	Rs.5,91,652/-
10.	Date of Partial Settlement	NIL
11.	Amount of Relief sought	Rs.5,91,652/-
12.	Complaint registered under	Rule No 13.1. (b) of Insurance Ombudsman Rules
13.	Date of hearing/place	13-05-2021/Hyderabad
14.	Representation at the hearing	
	a) For the complainant	Self
	b) For the insurer	Ms.Snehal Sawant, Legal Head
15.	Complaint how disposed	Dismissed
16.	Date of Order/Award	20-05-2021

17) Brief Facts of the Case:

Ms. B.Radha complained that the insurer has wrongly rejected her request to settle the death claim

on the policy of her husband.

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

18) Cause of Complaint: Repudiation of death claim.

(a) Complainants argument:

Mr.B.Mallikarjuna Rao took an insurance policy from Bharti Axa life Insurance Company limited on 29/11/2019. He expired on 03/11/2020 and his wife, Ms. B. Radha who was 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 life assured had suppressed material facts regarding his health history while taking the policy. She approached the Ombudsman for justice stating that, her husband had not suppressed any material facts while taking the policy.

b) Insurer's argument:

An Insurance policy bearing number 502-2892763 was issued on 29/11/2019 to Mr.B.Mallikarjuna Rao after receiving the first annual premium along with the duly signed and completed proposal form. A death intimation was received from his wife stating that, her husband expired on 03/11/2020. As it was an early claim an investigation was conducted and it was found that, the deceased life assured was suffering with pre existing ailments but didn't disclose the same in the proposal form. Hence the death claim was repudiated and the same was informed to the nominee.

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

20) The following documents were placed for perusal.

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

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 13/05/2021 through on line video call.

On close consideration of submissions made and documents produced it was observed that, the complainant Mr.Mallikarjun Rao took an insurance policy bearing number 502-2892763 from Bharti Axa life insurance company on 26-11-2019. Unfortunately he expired on 03-11-2020 and his wife who was the nominee in the policy gave death intimation and requested the insurance company to settle the death claim. He was informed by the insurer that, the death claim couldn't be settled as the life assured suppressed material facts regarding his health and medical history while taking the policy.

The insurer stated in the self contained note (point No. 9) that, after receiving the claim intimation, the company had evaluated the profile of the life assured and it was found that, the life assured had suppressed material facts regarding his health and medical history in the proposal form. As per the discharge summary submitted by the insurer from CARE hospital, Hyderabad, the life assured was admitted in the hospital on 24-12-2015 with a complaint of Epigastric pain and was diagnosed with Recto sigmoid carcinoma (A type of cancer which develops in the rectum) and chronic duodenal ulcer. After taking treatment in the hospital he was discharged on 31-12-2015. The insurer also submitted Lab reports of Vijaya diagnostics, Hyderabad, issued in the years 2016, 2018 and 2019 which also showed that the life assured suffered from carcinoma. A few more medical treatment records dated 03-10-2017, 28-12-2017 and 10-06-2019 were submitted by the insurer from Citizen hospital, Hyderabad which showed that the life assured received Chemotherapy and Laparotomy (A surgical procedure where a large incision is made in the abdomen to treat an abdominal health condition.) The insurer also submitted lab report of MNJ Institute of Oncology, Hyderabad dated 24-04-2020 which showed that the deceased life assured was a known case of Carcinoma.

It was very clear that the complainant had taken treatment for cancer 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) (a) wherein he was asked whether he had ever received Medical advice or treatment for stroke, epilepsy, cancer or any tumor, lump or cyst of any kind. Though the life assured suffered with cancer and taken treatment for the same before taking the policy he didn't disclose the same in the proposal form.

The complainant didn't dispute the health history and medical records of the life assured submitted by the insurer, but her contention was that, the proposal form was filled by the agent and not the life assured. She also stated that, the life assured had explained about his health condition to the agent while taking the policy but the agent had not mentioned the same in the proposal form. Anyhow, by assigning the responsibility of filling up the proposal form to a third party, the proposer could not be absolved of the consequences of appending his signature in the proposal form. It may also be noted that, in the absence of any evidence to establish that the life assured had disclosed his medical history to the agent, Forum has no other option but to accept the contention of the insurer that the life assured had deliberately suppressed material facts regarding his 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 submitted by the insurer that, the life assured had withheld material information pertaining to his health 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 material facts relating to his 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 insurer is justified in repudiating the death claim. In result the complaint is dismissed.

Dated at Hyderabad on the 20TH day of May 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-045-2122-0072

Award No. IO/HYD/A/LI/045/2021-22

1.	Name & address of the complainant	Mr. Vinay Kumar D.No. 25-171/2, Near Sivalayam, Main Road, Nandigama (Vill) Machilipatnam - 521185
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2.	Policy No./Collection No. Type of Policy Policy term/Premium paying period	2793368-J7Z8 PMJJBY Annual /Annual
3.	Name of the Policy holder	Mr.S.Kesava Rao
4.	Name of the insurer	SUD Life Insurance Company Limited
5.	Date of repudiation	13-01-2021
6.	Reason for Rejection	As per conditions of the policy.
7.	Date of receipt of the Complaint	03-03-2021
8.	Nature of complaint	Repudiation of death claim.
9.	Amount of Claim	Rs.2,00,000/-.
10.	Date of Partial Settlement	NA
11.	Amount of Relief sought	Rs.2,00,000/-
12.	Complaint registered under	Rule No 13.1. (b) 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. Aniz Kazi, Associate Vice President
15.	Complaint how disposed	Dismissed
16.	Date of Order/Award	26-05-2021

17) Brief Facts of the Case:

Mr. Vinay Kumar has complained that, the insurer had wrongly rejected his request to settle the death claim on the policy of his father. The complaint falls within the scope of the Insurance Ombudsman Rules, 2017 and so it was registered.

18) Cause of Complaint: Repudiation of death claim

a) Complainants argument:

Mr.S.Kesava Rao was enrolled in PMJJBY Scheme through Union bank of India in which he had an SB account. An amount of Rs.330/- was debited from his bank account on 31-05-2015 towards first annual premium. The annual premium of Rs.330/- was deducted from his bank account regularly for the next five years. Unfortunately, he expired on 09-08-2020 and his son Mr. Vinay kumar gave death intimation and requested the insurer to settle the death claim. The insurance company repudiated the death claim stating that, the life assured was not eligible to be covered under the scheme as he was above 50 years of age while enrolling in the scheme. He requested the insurer to reconsider the decision but the insurer didn't settle the claim and hence he approached the Insurance Ombudsman for justice.

b) Insurer's argument:

Mr. Kesava Rao who was having an SB account in Union bank of India was enrolled in PMJJBY scheme on 31-05-2015. A death intimation was received from his son on 14-12-2020, informing that, the life assured had expired on 09-08-2020. He submitted the required documents and requested for settlement of death claim on the policy. On evaluation of the Adhaar card submitted by him along with the other documents, it was observed that, the year of birth of the deceased life assured was 1957. As per conditions of the scheme, the maximum age of a member as on enrolment in the scheme was 50 years. As the insured was enrolled in the scheme on 31-05-2015, his age was above 50 years as on date of enrolment in the scheme and hence the insured was not eligible to be enrolled in the scheme. The same was informed to the nominee and the claim was repudiated.

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

20) The following documents were placed for perusal.

- a) Policy schedule
- b) Complaint letter
- c) P form by the Complainant.
- d) Self Contained note.

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, Mr.S.Kesava Rao was enrolled in Pradhanmantri Jeevan Bhima Yojana Scheme through Union bank of India in which he had an SB account. An amount of Rs.330/- was debited from his bank account on 31-05-2015, towards first annual premium. As per conditions of the policy an amount of Rs.330/- was debited from his bank account every year and remitted to the insurance company towards insurance premium. If any risk occurred to the account holder the insurance company would pay a death sum assured of Rs.2,00,000/- to the nominee. To be eligible to be enrolled in the scheme the age of the account holder should be between 18 years and 50 years. The annual premium of Rs.330/- was deducted from the bank account of the insured regularly and remitted to SUD Life insurance company by the bank. Unfortunately, the insured Mr.Kesava Rao expired on 09-08-2020 and his son Mr. Vinay kumar gave death intimation and requested the insurer to settle the death claim. The insurance company repudiated the death claim stating that, the life assured was not eligible to be covered under the scheme as he was above 50 years of age while enrolling in the scheme. Mr. Vinay Kumar questioned the insurer as to why at all his father was enrolled in the scheme if he was not eligible and why was the premium debited from his bank account for six years. As he didn't receive any satisfactory reply from the insurance company he approached the Insurance Ombudsman for justice.

During the course of hearing the representative of the insurer was directed to submit any evidence to establish that the deceased life assured was enrolled in the scheme after confirming that his age was between 18-50 years while enrolment in the scheme. Later, the insurer submitted a screen shot of the communication received from the bank wherein the date of birth of the life assured was mentioned as 22-09-1968. As the life insured was enrolled in the scheme on 31-05-2015 it was clear that he was below 50 years old as on date of enrollment and hence he was eligible to be enrolled in the scheme as per conditions of the scheme. Anyhow it was not clear on what basis the bank has communicated to the insurer that the date of birth of the insured was mentioned as 22-09-1968. The complainant stated that the year of birth mentioned in the Adhaar card of the life assured was correct (1957). Hence it is clear that the bank has wrongly informed the insurer that date of birth of the insured was 22-09-1968. As the Forum doesn't have any jurisdiction to question the bank, the complainant is advised to approach the banking Ombudsman. As the insurer had issued the policy taking into consideration the date of birth of the life assured communicated by the bank, the insurer can't be questioned for issuing the policy to the life assured who was above 50 years as on date of enrolment in the scheme.

In view of the above Forum feels that the insurer can't be directed to settle the death claim.

AWARD

Taking into account the facts & circumstances of the case and submissions made by both the parties the insurer is justified in repudiating the death claim.

In result, the complaint is Dismissed.

Dated at Hyderabad on the 26th of May 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 Insurance Ombudsman Rules, 2017)		
Ombudsman - Shri. I.Suresh Babu, I.R.S		
Case between: Mrs. M Shobha RaniThe Complainant Vs M/s LIC of India, Secundreabad DivisionThe Respondent Complaint Ref. No. HYD-L-029-2122-0030 Award No. : I.O./HYD/A/LI/0048 /2021-2022		
1.	Name & address of the complainant	Mrs. M Shoba Rani 1-4-27/71/213,Padmashali colony Bolalpur,Hyderabad Telangana -500020
2.	Policy No./Collection No. Type of Policy Duration of Policy/Policy period	607453992 814-26 ,SA Rs.20 LAKHS, MonthlyRs.7542
3.	Name of the insured & Policy Holder	Late M Malla Reddy
4.	Name of the insurer	M/s LIC of India Secunderabad
5.	Date of Repudiation	27.3.2018
6.	Reason for repudiation	Suppression of previous ill health at proposal stage
7.	Date of receipt of the Complaint	8.4.2021
8.	Nature of complaint	Repudiation of death claim
9.	Amount of Claim	Rs.20,00,000/-
10.	Date of Partial Settlement	Nil
11.	Amount of Relief sought	Rs.20,00,000/-
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	21.5.2021 / Hyderabad
14.	Representation at the hearing	On line hearing
	a) For the complainant	Mrs. M Shoba Rani
	b) For the insurer	Ms.Sandhya Dharmender AO
15.	Complaint how disposed	Dismissed
16.	Date of Order/Award	27.5.2021

17) Brief Facts of the Case: Mrs. M Shoba Rani filed a complaint stating that the insurer LIC of India had repudiated death claim on her husband policy on his death. While the insurer contends that the claim had been rightly repudiated by them on the basis of evidence that the policy had been fraudulently obtained by the deceased life assured by suppression of illness suffered by him prior to the date of proposal.

Hence the complaint.

18) Cause of Complaint: Repudiation of death claim by the insurer.

a) Complainants argument: In her complaint letter dated 8.4.2021, the complainant submitted that her husband who was LIC agent had taken LIC policy on his life for Rs.20 Lakhs taken on 15.5.2018. He died due to cancer on 31.1.2019. LIC of India had repudiated death claim. She stated her husband had not taken any

treatment prior to proposal. He suffered from back pain, so on 8.7.2018 he went for general check up at sunshine hospital. On 18.7.2019 after various medical tests he was diagnosed for cancer. The complainant submitted that she has approached Zonal authorities and COCRC, where the decision taken by the Divisional Office has been upheld therefore, the complainant pleaded for intervention of this forum for settlement of the claim.

b) Insurer's argument: In its self contained note dated 29.4.2021, the insurer submitted that the policy no. 607453992 was issued on the life of Sri. M Malla Reddy who was LIC agent with DOC 15.5.2018 under 179-20 plan for Sum Assured Rs. 20,00,000/- .The policy resulted into death claim on 31.1.2019 within 8 month 15 days from commencement of risk due to cancer. Policy was repudiated 14.8.2020 by competent authority for suppression of material facts at the time of proposal. As per the summary of Yashoda hospital IP NO.4070304/4.8.2018 DLA was diagnosed with carcinoma right urethra with multiple skeletal metastasis and past history of life assured, it was mentioned as GU tract tuberculosis right lower uretic stricture (1993) right ureterocystostomy ,replantation (2005) which were prior to proposal. The decision to repudiate was upheld by ZOCRC and COCRC. Therefore the insurer submitted that the claim had been rightly repudiated by them on grounds of suppression of material information due to fraudulent concealment of previous illness at the time of submission of the proposal.

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.29.4.2021
- b) Complaint letter dated 8.4.2021
- c) Repudiation letter dt.14.8.2020
- d) Copies Hospital records.
- e) Copies of proposal and policy schedule

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

Pursuant to the notices issued by this office, both the parties attended the online hearing held at Hyderabad on 21.5.2021 .

The Complainant stated that the death claim of her deceased husband was wrongly repudiated by the insurer for alleged suppression of health at the time of submission of proposal. 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 summary of Yashoda hospital ,DLA had Genito Urinary tuberculosis (GUTB), right lower ureteric stricture in 1993. He underwent Ureteroneo-cystostomy in 2005 (antireflux surgery or ureteral reimplantation) involves repositioning of the affected ureter. DLAs chief complaints were urinary urgency ,frequency –urge incontinence since 4 years. DLA was diagnosed with carcinoma right ureter with multiple Skeletal metastases .PET- CT scan showed distant right ureter mass (2.9 x 1.3 cm) with multiple skeletal metastases.DLA has underwent 1st Cycle chemotherapy on 4.8.2018 for **(Transitional cell carcinoma)** TCC right ureter stage 4 skeletal mets.

The DLA knowing well about his health conditions, choose not to disclose these material facts with a fraudulent intention while taking the policy. DLA had not disclosed the said material information about his health in proposal. In personal history regarding Health for questions 11, in proposal (a) like –consulted medical practitioner for any ailment, (b)admitted in hospital nursing home for general check up for observation treatment or operation,(d) are you suffering from ailment pertaining to (4)kidney disease /urinary system disease(15) any other disease? For all these columns in the proposal dt. 18.4.2018 DLA has noted as “NO”. Insurance company has alleged suppression of material information in respect of answers given by life assured under column in personal history regarding his health.

Deceased insured being an agent of LIC had concealed facts with respect to the state of his health which had influenced the decision of the insurer on question, as to whether the insurance cover should be granted to him or not. As per medical opinion of DMR the cause of death is related to pre existing disease.

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 amount's 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 27 th day of May 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 Insurance Ombudsman Rules, 2017)**

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

Case between: Mr. K Vara Prasad.....The Complainant

Vs

M/s LIC of India (Rajahmundry)The Respondent

Complaint Ref. No. HYD-L-029-2021-22-0026,0027

Award No. : I.O./HYD/A/LI/049 , 050 /2021-22

1.	Name & address of the complainant	Mr. K Vara Prasad D.No.2-75, Pedavadlapudi, Mangalagiri Mandal , Guntur Andhra Pradesh 522302
2.	Policy No./Collection No. Type of Policy Duration of Policy/Policy period	801634499, 801634500 LIC's Jeevan Aadhar plan 26.05.2000, 26.5.2000 SA:120000 Yrlyu, 9361/-,114-99-10
3.	Name of the insured & Policyholder	M Ramasehagiri Rao
4.	Name of the insurer	M/s LIC of India, Rajahmundry Division
5.	Date of Repudiation	-
6.	Reason for repudiation	-
7.	Date of receipt of the Complaint	12.4.2021
8.	Nature of complaint	Non settlement of claim
9.	Amount of Claim	Rs.

10.	Date of Partial Settlement	Nil
11.	Amount of Relief sought	Rs. 120000/-
12.	Complaint registered under Rule No.13 (b) Insurance Ombudsman Rules, 2017	
13.	Date of hearing/place	21.5.2021, Hyderabad
14.	Representation at the hearing	
	a) For the complainant	Mr. K Vara Prasad
	b) For the insurer	Mr. M S Prasad AO
15.	Complaint how disposed	Dismissed
16.	Date of Order/Award	27.5.2021

17) Brief Facts of the Case: The complainant Mr. K Vara Prasad stated he had taken policies on his handicapped daughter and son. His daughter expired on 25.8.2020. On submission of death claim forms, the actual premium amount was paid Rs.92410/- without giving any details. As nothing is mentioned on the policy bond, he wants to now the amount he is eligible for payment and the amount of annuity /bonus on the policies. Hence the complaint.

18) Cause of Complaint: Delay in settlement of claims by the insurer.

a) Complainant's argument: The complainant Mr. Mr. K Vara Prasad in his letter dated 6.4.2021 stated that he has taken LIC policy on his life .801634499 and 801634500 on 26.5.2000 with handicapped dependents, his handicapped daughter and handicapped son ,with 10 years premium paying term with yearly mode .His daughter expired on 25.8.2020. On submission of death claim forms, the actual premium amount paid Rs.92410/- was credited into bank account without giving any details. As nothing is mentioned on the policy bond, he wants to now the amount he is eligible for payment and the amount of annuity /bonus on the policies. Hence the complainant approached this forum seeking its intervention for Redressal of his grievance.

b) Insurer's argument: In its self contained note dated 26.4.2021, the insurer submitted that two policies with number 801634499 and 801634500, plan Jeevan Aadhar which were intended for the benefit of physically handicapped children in case of death of the life assured were issued to Mr.K Vara Prasad .For policy 801634500 the beneficiary is Ms. K Bhavani .Due to the death of the beneficiary Ms. K Bhavani , claim Rs.92410/- was settled as per policy provisions. On Policy 801634499 which is in fully paid up condition, as there is no maturity value and it is whole life policy, no amount is due for payments as on this date. 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.

- SCN dt.3.5.2021
- Complaint letter dated : 6.4.2021
- 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 hearing held at Hyderabad on 21.5.2021.

During the course of personal hearing, the complainant reiterated his pleadings. On the other hand, the representative of the insurer, who attended the hearing, has informed the forum that claim was settled as per policy terms and .

On a careful consideration of the contentions placed on record by both the parties and the arguments put forth by them during the hearing, it is observed that the complainant had taken two Jeevan Aadhar without profit (with accident benefit) plan on his life with Policy no 801634499 and 801634500, for the benefit of his handicapped dependent children's his daughter K Bhavani and son K Srinivas for sum assured Rs.120000/- each, with yearly premium Rs 9361/- for ten years . Date of commencement of both the polices was 26.5.2000.Life assured had paid premium for ten years. Complainant's daughter K Bhavani expired on 25.8.2020. On submission of claim papers, Insurance Company had settled Rs. 92,410 to K Vara prasad the life

assured on policy no 801634500 as per policy condition on his request for return of premium paid. It is clearly mentioned in the policy terms and conditions that the guaranteed addition Rs.1,20,000/- on policy no 801634500 will be settled to the legal heir , on death of the life assured .

On the second policy 801634499 the life assured is Mr. K Vara Prasad and the dependent handicapped son is K Srinivas. The dependent son is alive in this policy. Policy is in fully paid up condition and there is no maturity value as it is whole life policy. Policy terms and condition clearly state that on death of the life assured, when the policy is in force for full assured, the handicapped dependent child will be eligible for twenty percent of the amount comprising of the basic sum assured and vested guaranteed addition, which will be payable in lump sum and balance eighty percent will be utilized to provide annuity for handicapped dependent child for 15 years.As the both life assured Mr. K Vara Prasad and his dependent handicapped son K Srinivas , on policy 80163499 are alive ,no amount is due for payment as on date . Complainant has asked for complete details about the amount he will be eligible for payment on the second policy 801634499 .The insurer has informed the forum that on the death of life assured Mr.K Vara Prasad , his dependent handicapped son K Srinivas will get twenty percent of the amount comprising of the basic sum assured and vested guaranteed addition ,which will be paid in lump sum and balance eighty percent will be utilized to provide annuity for handicapped dependent handicapped son K Srinivas for 15 years. In case of death of the handicapped prior to the death of life assured, the life assured shall have the option to keep the policy in force for reduced paid up basic sum assured which will be paid as lump sum to the estate of the life assured on the death of life assured .Life assured has the option to claim the premium paid (excluding the extra premium and accidental benefit premium if any) and the guaranteed addition on the policy will be the paid to the estate of the life assured. Both guaranteed addition and terminal additions are paid on the death of life assured and they are declared by corporation based on the number of number of completed years the policy has been in force, on the date of death of the life assured. Hence the amount cannot be calculated in advance.

The forum hold that the decision of the insurer is in accordance with the policy terms and conditions and does not warrant any interference by this Forum. In the result, the complaint is closed.

AWARD

Taking into account the facts & circumstances of the case and the submissions made by both the parties , decision of 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 closed.

Dated at Hyderabad on the 27th day of May 2021

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

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-008-2122-0062

Award No. IO/HYD/A/LI/ 0051 /2021-22

1.	Name & address of the complainant	Mr.T.Nooka Raju H.No.8-2-601/G/29, Road No.10, Gourishankar Colony, Banjarahills, Hyderabad-500034
2.	Policy No./Collection No. Type of Policy Policy term/Premium paying period	501-5501645 Bharti Axa Life Super Money Back Plan, 12 Yrs / 12 years
3.	Name of the Policy holder	Ms.T. Annapoorna
4.	Name of the insurer	Bharti Axa Life Insurance
5.	Date of repudiation	12-01-2021
6.	Reason for Rejection	As per conditions of policy
7.	Date of receipt of the Complaint	02-03-2021
8.	Nature of complaint	Repudiation of death claim
9.	Amount of Claim	Rs.5,87,303/-
10.	Date of Partial Settlement	NIL
11.	Amount of Relief sought	Rs.5,87,303/-
12.	Complaint registered under	Rule No 13.1. (b) of Insurance Ombudsman Rules
13.	Date of hearing/place	11-05-2021/Hyderabad.
14.	Representation at the hearing	
	a) For the complainant	Self
	b) For the insurer	Ms. Snehal Sawant, Legal incharge
15.	Complaint how disposed	Dismissed
16.	Date of Order/Award	28-05-2021

17) Brief Facts of the Case:

Mr.T.Nooka Raju complained that the insurer has 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: Repudiation of death claim

(a)Complainants argument:

Ms.T.Annapurna took an insurance policy from Bharti Axa life Insurance Company limited on 17/03/2017. She expired on 23/09/2020 and her husband, Mr.T.Nooka Raju who was 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 life assured had suppressed material facts regarding her health history while taking the policy. Hence the complainant Mr.T.Nooka Raju approached the Ombudsman for justice stating that, his wife had not suppressed any material facts while taking the policy.

b) Insurer's argument:

An Insurance policy bearing number 501-5501645 was issued on 17-03-2017, to Ms.T.Annapurna. A request for payment of daily cash benefit was received from the complainant on 10-09-2019. Anyhow, on verification of the medical records submitted by the life assured, it was observed that, she was suffering from preexisting ailments before taking the policy but didn't disclose the same in the proposal form. Hence, the payment of daily cash benefit was denied to the life assured. As she had suppressed material facts regarding her health and medical history while taking the policy, the policy was held null and void and the same was informed to her vide letter dated 11-09-2019. Later, a death intimation was received from her husband stating that, she expired on 23/09/2020. As the policy was already held null and void, the death claim was repudiated.

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

20) The following documents were placed for perusal.

- a) Request letter by complainant to Insurance company.
- b) Policy schedule.

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 11/05/2021 through on line video call.

On close consideration of submissions made and documents produced it was observed that, the complainant Ms. T.Annapurna took an insurance policy bearing number 501-5501645 from Bharti Axa life insurance company on 17-03-2017. She paid the second annual premium in 2018 and the third annual premium in 2019. She was hospitalized in 2019 and undergone treatment in hospital. Later, she approached the insurance company and submitted her medical reports and requested the insurer to pay the hospitalization benefit as per conditions of the policy. As she didn't receive the same she followed up with the sales representative of the company. She was informed by the representative that, her claim for payment of hospitalization benefit was rejected by the company as the company had come to know through the medical reports submitted by her that, she had some preexisting ailments before taking the policy but she didn't disclose the same in the proposal form. Later, she paid the fourth annual premium which was due in 17-03-2020. Unfortunately she expired on 23-09-2020 and her husband who was the nominee in the policy gave death intimation and requested the insurance company to settle the death claim. He was informed by the insurer that, the death claim couldn't be settled as the policy was already cancelled and held null and void. He was also informed by the company that an intimation vide letter dated 11-09-2019 was sent to the life assured informing her that her policy was held null and void as she had suppressed material facts regarding her health and medical history while taking the policy. As no such letter was received from the company the complainant approached the Insurance Ombudsman for justice.

During the course of hearing the representative of the insurer was questioned as to how the premium due in 2020 was accepted by the company when the policy was cancelled in 2019 itself. The representative of the insurer replied that, the premium for 2020 was accepted by the company as the policy was not cancelled in the records of the company due to some technical problem. The representative of the insurer also informed that the premium paid by the insured for the year 2020 was refunded by the company. The insurer submitted copy of the letter dated 11-09-2019 where in the life assured was informed that the policy was held null and void as the life assured had preexisting ailments but didn't disclose the same in the proposal form. Though the complainant stated that no such letter was received from the company, informing the life assured that the policy was held null and void, it was a fact that the life assured had suppressed material facts regarding her health and medical history. The insurer submitted discharge summary of Apollo hospital dated 01-02-2015 which was before the policy was issued. As per the discharge summary the

deceased life assured Ms. T.Annapurna was diagnosed with diabetes, hypertension and chronic kidney disease. She was also diagnosed with Hyperkalemia (It is a condition where the potassium levels in the body are higher than normal. High potassium levels in the body may lead to irregular heart beat which may eventually result in heart attack). The life assured had replied in negative for question No 7 (4) (a) (b) of the proposal form wherein she was asked whether she had ever received Medical advice or treatment for Asthma, blood pressure, kidney or urinary tract disease. It was very clear that the complainant suffered with diabetes, hypertension, chronic kidney disease and Hyperkalemia before taking the policy but, didn't disclose the same in the proposal form.

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. As her health and medical history was not disclosed by the insured in the proposal form, the insurer can't be questioned for cancellation of the policy and repudiating the payment of death claim.

In view of the above, Forum feels that the cancellation of the policy and repudiation action taken by the insurer was correct.

AWARD

Taking into account the facts & circumstances of the case and submission made by both the parties during the course of hearing the insurer is justified in cancellation of the policy and repudiating the payment of death claim.

In result the complaint is Dismissed.

Dated at Hyderabad on the 28th day of May 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-006-2122-0066

Award No. IO/HYD/A/LI/053/2021-22

1.	Name & address of the complainant	Ms. Bandi Hannah Benadicta H.No. 136/19, Venkat Rao Nagar Colony, Prenderghast Road Secunderabad Telangana-500003
2.	Policy No./Collection No. Type of Policy Policy term/Premium paying period	0352900996 Bajaj Allianz Life Future Wealth Gain Plan. 15 Years / 07 years

3.	Name of the Policy holder	Mr. James Satyaraju
4.	Name of the insurer	Bajaj Allianz Life Insurance Company Ltd
5.	Date of repudiation	16-03-2021
6.	Reason for Rejection	Suppression of material facts.
7.	Date of receipt of the Complaint	29-04-2021
8.	Nature of complaint	Repudiation of death claim
9.	Amount of Claim	Rs.30,00,000/-
10.	Date of Partial Settlement	NIL
11.	Amount of Relief sought	Rs.3,00,000/-
12.	Complaint registered under	Rule No 13.1. (b) of Insurance Ombudsman Rules
13.	Date of hearing/place	11-05-2021/Hyderabad
14.	Representation at the hearing	
	a) For the complainant	Self
	b) For the insurer	Mr.Aravinda, Senior Executive
15.	Complaint how disposed	Dismissed
16.	Date of Order/Award	31-05-2021

17) Brief Facts of the Case:

Ms. Bandi Hannah Benadicta complained that the insurer has wrongly rejected her request to settle the death claim on the policy of her husband.

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

18) Cause of Complaint: Repudiation of death claim

(a) Complainant's argument:

Mr. James Satyaraju took an insurance policy from Bajaj Allianz life Insurance Company limited on 23/11/2018. He expired on 20/10/2020 and his wife, Ms. Bandi Hannah Benadicta who was 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 life assured had suppressed material facts regarding his health and medical history while taking the policy. She requested the insurer to reconsider the decision and settle the claim stating that there was no evidence to establish that her husband had suppressed any material facts regarding his health while taking the policy. Anyhow the insurer rejected her request and hence she approached the Insurance Ombudsman for justice.

b) Insurer's argument:

An Insurance policy bearing number 0352900996 was issued on 23/11/2018, to Mr. James Satyaraju after receiving the first annual premium along with the duly signed and completed proposal form. A death intimation was received from his wife stating that, her husband expired on 20/10/2020. As it was an early claim an investigation was conducted and it was found that the deceased life assured was suffering with pre existing ailments before taking the policy but didn't disclose the same in the proposal form. Hence, the death claim was repudiated and the same was informed to her.

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

20) The following documents were placed for perusal.

- a) Request letter by complainant to Insurance company.
- b) Policy schedule.
- c) Complaint letter by the complainant to Ombudsman.

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 11/05/2021 through on line video call.

On close consideration of submissions made and documents produced it was observed that, Sri. Mr. James Satyaraju took an insurance policy on 23/11/2018 from Bajaj Allianz life Insurance Company Limited. He expired on 20/10/2020 which was less than two years from issue of the policy and his wife Ms. Bandi

Hannah Benadicta who was the nominee in the policy, gave death intimation and requested the insurance company to settle the death claim. As it was an early claim the insurance company conducted an investigation and came to know that, the life assured suffered from Hypertension, diabetes and Kochs disease before taking the policy but didn't disclose the same in the proposal form. Hence, the death claim was repudiated by the company as per Section 45 of insurance Act 1938 for suppression of material facts by the insured while taking the policy.

The insurer submitted medical records from Sun shine hospital, Hyderabad. As per the medical records the life assured was admitted in the hospital on 06-10-2020 with a feeble pulse and put on ventilator. As per the medical records the life assured suffered with Hypertension and diabetes. It was also stated in the medical records that the life assured suffered with hypothyroidism and Koch disease three years back. As the medical record was dated 06-10-2020 and the policy was taken on 23-11-2018 it was clear that the deceased life assured suffered with KOCH's disease before taking the policy but didn't disclose the same in the proposal form. KOCH's disease is a potentially serious infectious bacterial disease that mainly effects the lungs.

The insured was specifically asked in the proposal form if he suffered from any disease and disorders of respiratory system and he replied in negative for the same though the insured suffered with KOCH disease before taking the policy. As the complainant stated that the medical record submitted by the insurer was false a mail was given by this office to Sun shine hospitals, Hyderabad to confirm the genuineness of the medical record and a mail dated 28-05-2021 was received from the hospital confirming that the medical records were genuine. The mail was forwarded by the Forum to the complainant.

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 his health 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 material facts relating to his 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 insurer is justified in repudiating the payment of death claim.

In result the complaint is dismissed.

Dated at Hyderabad on the 31st day of May 2021.

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

AWARD NO.IO/KOC/A/LI/0012/2021-2022

**PROCEEDINGS OF
THE INSURANCE OMBUDSMAN, KOCHI**

**(UNDER RULE NO. 13 1(b) READ WITH RULE 14 OF
THE INSURANCE OMBUDSMAN RULES, 2017)**

Complaint No. KOC-L-041-2122-0015

**PRESENT: Ms. POONAM BODRA
INSURANCE OMBUDSMAN, KOCHI.**

AWARD PASSED ON 31.05.2021

- 1. Name and Address of the complainant : Ms. Nisha S.Panicker,
Konganiparambol Malakunnam PO
Changanacherry 686535**
- 2. Policy Number : 67282686952**
- 3. Name of the Insured : Mr. Anil kumar**
- 4. Name of the Insurer : SBI Life Insurance Co. Ltd.**
- 5. Date of receipt of Complaint : 01.04.2021**
- 6. Nature of complaint : Rejection of death claim**
- 7. Amount of relief sought : --**
- 8. Date of hearing : 26.05.2021**
- 9. Parties present at the hearing**
 - a) For the Complainant : Ms. Nisha S.Panicker (Online)**
 - b) For the Insurer : 1**

AWARD

This is a complaint filed under Rule 13 1(b) read along with Rule 14 of the Insurance Ombudsman Rules, 2017. The complaint is Rejection of death claim. The complainant, Ms. Nisha S.Panicker is the wife of the deceased policyholder.

1. Averments in the complaint are as follows:

The Complainant stated that her husband K K Anil Kumar expired on 24.11.2019. He had Housing Loan availed from State Bank of India. Loan against mortgage for Rs. 3000000/- was insured under Suraksha Loan Account No. 67282686952. On death of the Insured, SBI life has rejected the claim on grounds that they have refunded the amount. No notice or call from insurance company was there as to why the amount was refunded.

Approaching this Honourable forum to direct the Insurer to settle the claim.

2. The Respondent Insurer entered appearance and filed a self contained note. It is submitted that The complaint is regarding non settlement of claim amount on the Life of Deceased Mr. Anilkumar KK ("DLA") under Master Policy No. 70000011303. The Deceased, Mr. Anilkumar KK had applied for Rinn Raksha group insurance under Loan Account bearing no.67282684014 vide Membership Form Nos. 7004546796 dated 19.08.2014, 7004243723 dated 29.01.2015, 7004546793 dated 13.05.2015 and 7005136121 dated 11.09.2015 along with an initial proposal deposit of Rs. 31400/-, Rs. 31248/-, Rs. 31248 /- and Rs.30028/- respectively for a sum assured of Rs. 30,00,000/-. Based on the membership form and as per the risk assessment parameters of the Company, requirements were raised by the Company. As the requirements were not submitted by Mr. Anilkumar KK, the proposals did not culminate into policy and insurance cover was never granted to Mr. Anilkumar KK and premiums have been refunded during the lifetime of the proposer. Mr. Anilkumar KK is reported to have died on 24.11.2019. Hence, the claim was repudiated as there was no concluded contract as on date of death. The decision of the company is as per the terms and conditions of the policy which is just and legal and hence the complaint is liable to be dismissed. Hence, the complaint is liable to be dismissed on this ground alone.

In Group Insurance, the privity of the contract is between the master policy holder and the Insurer. The contract of insurance is entered into between the group policy holder and SBI Life; where under the individual members are covered. As an evidence of Contract, a Master Policy containing all the terms and conditions of the insurance coverage will be issued to the Master Policy holder and the terms and conditions of the Master Policy are binding on the insured members as well. The individual members of the Master Policy are issued "Certificate of Insurance" ("COI") as evidence of their membership of the Group Scheme if they fulfill the eligibility criteria and duly pay the premium. The COI specifically states that the insurance coverage there under granted to the individual members is subject to the terms and conditions of the Master Policy issued to the group master policyholder.

SBI Life Insurance Co. Ltd has a Group Insurance Scheme, for the borrowers of various loans from State Bank of India where under the borrower-member is offered insurance subject to the terms and conditions incorporated in the Master Policy which is issued in favor of State bank of India, bearing no. 70000011303 as an evidence of the insurance contract.

The Deceased, Late Mr. Anilkumar KK had applied for insurance coverage under SBI Life– Rinn Raksha policy under Loan Account bearing no. 67282684014 through Membership Forms as follows:

Form No.	7004546796	7004243723	7004546793	7005136121
Form dated	19/08/2014	29/01/2015	13/05/2015	11/09/2015
Loan Amount	3000000	3000000	2300000	3000000
Payment option	Bank paid	Bank paid	Bank paid	Bank paid
EFT date	20/08/2014	30/01/2015	14/05/2015	14/09/2015
Amount	31400	31248	31248	30028

Solely based on the information furnished in the Membership Form Nos. 7004546796, 7004243723, 7004546793 and 7005136121, medical requirements were raised under the membership forms respectively. Further in Membership Form No. 7004243723, a requirement letter dated 18.02.2015 was sent to the DLA for confirmation of signature done on membership form & medical examination report as there was signature mismatch in FMR.

As the requirements were not submitted by Mr. Anilkumar KK, the proposals did not culminate into policy and insurance cover was never granted to Mr. Anilkumar KK and premiums have been refunded under the membership form as follow:

Form No.	7004546796	7004243723	7004546793	7005136121
Amount	31400	31248	31248	30028
Refund date	06.11.2014	13.03.2015	10.07.2015	13.11.2015
Payment mode	Direct Credit	Direct Credit	Direct Credit	Direct Credit

The same were intimated vide Refund of Proposal Deposit Amount letters dated 18.11.2014, 20.03.2015, 13.07.2015 and 24.11.2015 under membership form nos. 7004546796, 7004243723, 7004546793 and 7005136121 respectively.

The mere deposit of amount towards premium along with the proposal does not automatically result into a policy. Depending on the results of the medical reports and after the insurer is fully satisfied, the proposal will be converted into a policy and the risk cover begins from the date of such conversion. Till such time the amount lying in the proposal deposit remains as it is and it cannot be deemed to be a premium till the decision to accept the risk under the proposal is taken.

In the case of a life insurance contract, the contract is entered into on the basis of a proposal by the proposer and its acceptance by the Insurer. There is no contract of insurance unless the proposal for insurance whether it be by the individual to be insured or by the Group policy holder on behalf of the individuals, is accepted by the Insurer and the acceptance is communicated by the Insurer to the individual proposer or to the Group policy holder.

Thus, insurance cover is not automatic and none can claim insurance cover by submitting a proposal form and amount towards deposit. The insurer is within their rights to decline insurance cover if valid grounds exist during the assessment of insurance cover. The liability of the insurer will commence only on the acceptance of the proposal and issuance of the policy document post the completion of the underwriting formalities. On receipt of the proposal from the insurer assesses the risk under the proposal and if required, raises further requirements from the proposer and after receipt of the requirements and on acceptance of the same the insurance cover is granted and a certificate of insurance is issued. In the instant case, SBI Life has raised requirements while scrutinizing the membership forms. As the requirements were not complied with, the insurance cover was not granted. That it is settled law that it is only where the Insurance Company decides to

accept the risk under the proposal and such acceptance is communicated by the Insurance Company to the Proposer, and then a contract of life insurance comes into existence.

The membership form is the basis for the assessment of risk and issuance of the policy. The policy was issued on the basis of the membership form duly signed by the policy holder. In the membership forms, under point no. 6 – Authorization and Good Health Declaration, the complainant has declared that, “I would like to become a member of SBI Life – Rinn Raksha Group Insurance Plan for borrowers of Master Policy holder. I hereby declare and certify that all the terms & conditions of the life insurance cover have been thoroughly explained to me and I have fully understood the same.....I have understood the terms & conditions of the plan and agree to abide the same and join the plan for Life Insurance Cover for the duration of the loan as per the prevailing EMI schedule....I hereby agree that all the correspondences with regard to my proposal and Life Insurance Cover will be sent to the Master Policy Holder and that it shall be my sole responsibility to ensure that all the requirements for granting of the insurance cover are duly complied with and any communication sent to the Master Policy Holder by SBI Life with regard to this proposal shall be deemed to have been served on me.....”.

A letter dated 27.11.2020 was received from the complainant demanding payment of death claim. The same was replied to vide letter dated 23.03.2021 intimating that as per records no insurance cover is issued to Late Mr. KK Anilkumar.

Mr. Anilkumar KK had expired on 24.11.2019. It is evident that the Deceased was not insured under insurance cover during his lifetime and proposal deposit amount was refunded during the lifetime of the proposer and hence there was no concluded contract between the SBI Life and Deceased. Hence the Company is not liable to pay any insurance benefits to the complainant. There is no dispute on the fact that the proposal deposits were refunded during the lifetime of the proposer and he has never objected to it which means he was aware of the same and did not want insurance cover.

Any contract is a two way process and each party to the contract has a responsibility to fulfill his/her part of obligations for conclusion of a contract. If a party does not fulfill his/her part of the obligations, it is clearly evident that the party concerned is not interested in concluding a contract. The Indian Contract is very clear as to when a contract concludes. Acceptance of contract is the cardinal principle of any contract without which no contract comes into existence. None can coerce or impose one of the parties to a contract to conclude a contract and such a coercion will be ultravires the doctrine of free consent of the parties to the contract. The law does not raise any presumption about the conclusion of a contract when one of the parties fails to fulfill his/her part of obligations. In the instant case, the Deceased did not fulfill his obligation of submitting the requirements and thus there is no presumption that the contract of insurance exists.

Thus no deficiency in service can be alleged on the part of SBI Life

Compassion that is a concern for the sufferings or misfortune of the complainant is one thing but that cannot overturn the law.

The proposal of the Deceased was not accepted during his life time and hence there was no concluded contract between the deceased and the SBI Life during the life time of the proposer/Deceased and hence the SBI Life has no contractual liability of whatsoever nature to pay the insurance benefits. The contract of insurance cannot be said to be concluded till a formal acceptance is communicated to the life to be assured. Hence the complaint is not maintainable and is liable to be dismissed in limine.

As declared in the proposal form by the deceased, the Deceased was aware that the risk cover will not commence until a written acceptance of this proposal is issued by the Company. In the instant case the proposal could not be accepted and hence the Company is not liable to pay any benefits of insurance. The

complainant is demanding the performance of a contract which did not exist. Hence the complaint is liable to be dismissed.

Thus there is no cause of action for the complainant to file the present complaint against SBI Life Insurance Co Ltd. The complaint is not maintainable because the repudiation action of SBI Life Insurance Co. Ltd is valid, legal and justified. Thus the claim has been repudiated strictly within the terms and conditions of the policy. The Company is not liable to pay sum assured or any amount whatsoever in nature under the said insurance cover. The action of SBI Life Insurance Co. Ltd. is just and legal and the complainant has no locus to file the present complaint.

SBI Life submits further that the repudiation of claim is legal, justified and made bonafide only on the basis of documentary evidence. In the light of the above facts it is therefore prayed that the Hon'ble Ombudsman may be pleased to dismiss the complaint on the basis of the documentary evidence submitted by SBI Life Insurance Co. Ltd. Hence the complaint is liable to be dismissed.

SBI LIFE hereby denies all the allegations in the complaint as false.

In the light of the above facts it is therefore prayed that the Hon'ble ombudsman may be pleased to dismiss the complaint on merits and as well as on the basis of the documentary evidences placed on record.

3. I heard the Complainant and the Respondent Insurer through online hearing. The Complainant reiterated the facts in the complaint letter and submitted that repudiation of claim is non-justifiable. The Respondent Insurer submitted that the deceased policy holder had no valid contract with the Insurer as he had not complied with the requirements of the Insurer. The deposits made by the DLA were refunded when the requirements called for by the company was not complied with. However, the complainant replied that no intimation was received regarding requirements. The company had produced copies of letters refunding the deposit due to non-receipt of requirements within the processing time. Hence, no policy contract was entered with the DLA. Hence the claim was rightly repudiated.

4. A contract concludes only when the party to whom an offer has been made accepts it unconditionally and communicates his acceptance to the person making offer. Similarly the mere receipt of premium is not acceptance and doesn't give rise to contract-acceptance must be signified by some act or acts agreed on by the parties or from which the law rises a presumption of acceptance.

The mere receipt of the initial amount towards proposal is not acceptance of the contract of insurance. The acceptance must be signified by some act or acts agreed to by the parties after which the law raises a presumption of acceptance.

A contract of insurance will be concluded only when the party to whom an offer has been made accepts it unconditionally and clearly communicates to the person making the offer. There was no policy certificate issued to the DLA in view of the refund of the deposits made. Hence, the decision of the Insurer in repudiating the claim is justified.

In the result, an AWARD is passed for Dismissal of the complaint.

Dated this the 31st day of May 2021.

(POONAM BODRA)
INSURANCE OMBUDSMAN

AWARD NO. IO/KOC/A/LI/0026/2021-2022

**PROCEEDINGS OF
THE INSURANCE OMBUDSMAN, KOCHI**

**(UNDER RULE NO. 13 1(b) READ WITH RULE 14 OF
THE INSURANCE OMBUDSMAN RULES, 2017)**

Complaint No. KOC-L-029-2122-0013

**PRESENT: Ms. POONAM BODRA
INSURANCE OMBUDSMAN, KOCHI.**

AWARD PASSED ON 31.05.2021

- | | | |
|---|----------|---|
| 1. Name and Address of the complainant | : | Ms. Latha
Kunhiparambath House Purameri
PO Vatakara Kozhikode 673503 |
| 2. Policy Number | : | 308378847 |
| 3. Name of the Insured | : | Mr. Sunil kumar |
| 4. Name of the Insurer | : | LIC of India |
| 5. Date of receipt of Complaint | : | 01.04.2021 |
| 6. Nature of complaint | : | Repudiation of death claim |
| 7. Amount of relief sought | : | -- |
| 8. Date of hearing | : | 14.05.2021 |
| 9. Parties present at the hearing | | |
| a) For the Complainant | : | Ms. Latha (Online) |
| b) For the Insurer | : | Mr. Baburaj(online) |

AWARD

This is a complaint filed under Rule 13 1(b) read along with Rule 14 of the Insurance Ombudsman Rules, 2017. The complaint is regarding repudiation of death claim. The complainant, Ms. Latha is the wife of the deceased policyholder.

1. Averments in the complaint are as follows:

The Complainant stated that her husband Sunil Kumar expired on 7.10.2020 and his death claim was repudiated by LIC on the grounds that the policy had run for only 2 years and 6 months and the premium for the month of September 2020 was due and death occurred on 7.10.2020. He had visited LIC office in August 2020 and paid the entire premium upto the month of August 2020 as asked by the cashier. He was not advised to pay the premium for the month of September 2020. The mode of premium is monthly NACH. If the premium for September 2020 had been paid, death claim would have been paid. Being unemployed and with two school going children, kindly consider the case sympathetically.

Approaching this Honourable Forum to direct LIC to settle the death claim.

2. The Respondent Insurer entered appearance and filed a self contained note. It is submitted that the policy bearing No 308378847 taken by the complainant is an Aadhaar Stambh policy, details of which are as below:

Policy no	308378847
Life Assured	Sunil Kumar
Complainant	Smt Latha KP(Nominee),
Plan & Term	843-16-16
Date of Commencement	13.03.2018
Mode of Payment	Mly (NACH)
Date of Maturity	13.03.2034
Date Of Death	07.10.2020
First unpaid premium of the policy	09/2020
Premium	440.00

The policy commenced on 13.03.2018 and the last premium paid was for the due 08/2020. The premium due 09/2020 which was due on 15.09.2020 was not paid till the death of the life assured on 07.10.2020. Premium was not remitted even after the grace period. Hence the policy was in lapsed condition as on the date of death of the life assured.

As per policy conditions, the premiums should have been paid with the grace period. Grace period of one month but not less than 30 days shall be allowed for payment of yearly or half yearly or quarterly premiums. If the premium is not paid within the grace period the policy lapses.

In the above mentioned policy the premiums have been paid for 2 years and 6 months from the DOC. In order to acquire paid up value the premiums are to be paid for at least 3 years. Since the premiums have not been paid for 3 years the policy has not acquired paid up value and hence nothing is payable.

As per IRDA guidelines it is the duty of the policy holder to pay the premiums regularly on due dates to avoid lapsation or other penalties. Premium due 06/2020 to 08/2020 was remitted on 22.09.2020. Though the system showed outstanding dues from 06/2020 to 09/2020 the amount given to the cashier was not sufficient for 4 dues and the premium was adjusted towards 3 dues at the cash counter as per the request of the remitter. On verification of the premium history of the policy it was seen that the Life Assured was a regular defaulter of NACH payments. NACH invoice dated 15.10.2018, 15.01.2019, 15.06.2019, 15.01.2020 and 15.06.2020 was dishonoured due to insufficient funds in the account. Hence the premium dues 10/2018 to 12/2018 was paid on 24.12.2018, 01/19 to 03/19 on 05.03.19, 06/19 to 11/19 on 14.10.19 and 06/20 to 08/20 on 22.09.2020. If the policy holder had maintained enough balance in his account the question of remitting the premium across the cash counter would not have risen and the policy would not have lapsed. Out of the total 30 monthly

premiums 18 premiums were paid across the cash counter after the grace period. The default in premia and non remittance of premium due 09/2020 is not a fault in service from our end.

As this is the fact we would pray before the Honorable Insurance Ombudsman to set aside the complaint and uphold our stand.

3. I heard the Complainant and the Respondent Insurer through online hearing. The Complainant reiterated the facts of the complaint and submitted that the policyholder had visited the branch for remitting premium due from June, 2020 in September, 2020. However, the office did not take the premium due for September. Premiums were credited upto August, 2020 only. When death occurred on 7.10.2020, the Insurer has rejected the claim saying the premium for September is not paid and the policy is in lapsed state. The Respondent Insurer submitted that the policy was availed on 15.3.2018. Premium payments were arranged as NACH payments. However, the balance in the savings account were not sufficient for NACH deductions, and more than once, the policyholder has paid the premium across the counter. While remitting the premium for June, 2020 onwards in September, 2020, the cash was not sufficient for 4 monthly premium. Hence, he did not pay September premium. As on date of death, grace period for September premium was also over and the policy was in lapsed state. Only 2years and 6 months premium were paid. Hence, nothing is payable in this case.

4. In the facts and circumstances of the case and the submissions made by either party during the hearing, the undersigned is convinced that the Insurer has acted as per the terms and conditions of the policy. Premiums have been paid only for 2 years and 6 months only. As on date of death of the policy holder, the policy was in a lapsed state and had not acquired paid-up value. If three years premium were paid under the policy, it would have acquired paid-up value and Insurer would have paid the claim as per the terms and conditions of the policy. Now the policy has not acquired paid-up value and nothing is payable. There is no interference warranted against the action of the Insurer.

In the result, an AWARD is passed for Dismissal of the complaint.

Dated this the 31st day of May 2021.

Sd/-
(POONAM BODRA)
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– Chhabi Rana

VS

RESPONDENT: SBI Life Insurance Co. Ltd.

COMPLAINT REF: NO: KOL-L-041-2021-0954

AWARD NO: IO/KOL/A/LI/0120/2021-2022

1.	Name & Address Of The Complainant	Chhabi Rana Patmohana Colliery, 6 No., P.O-Patmohana, P.S- Hirapur, Paschim Bradhaman, Pin - 713 371.							
2.	Type Of Policy: Life Policy Details:								
		Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
		7000001831 1	500000	29.11.2018	29.11.2024	29.11.2018	SINGLE	72 mths	
		20 MEMBER					14143/ -		
		GRP POL							
3.	Name of insured	Bhang Kumar Rana							
4.	Name of the insurer	SBI Life Insurance Co. Ltd.							
5.	Date of receipt of the Complaint	04.02.2021							
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	0.00							
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	07.05.2021 Kolkata							
12.	Representation at the hearing								
	a)For the Complainant	Chhabi Rana							
	b)For the Insurer	Patha Palit							
13.	Complaint how disposed	By conducting online hearing							
14.	Date of Award	26.05.2021							

Brief Facts of the Case:

1. Late, Bhang Kumar Rana the deceased husband of the Complainant, Mrs. Chhabi Rana purchased one group (20 members) policy from SBI Life Insurance Co. Ltd. bearing no. 70000018311 commenced on 29.11.2018.
2. The policy was sourced through Sanctoria Branch.
3. The commencement of the policy was on 29.11.2018 and date of death was 03.01.2019.

4. The Complainant cum nominee has alleged that she has not received Death Claim from this policy as the claim was repudiated due to suppression of material facts and only Rs. 11985.00 was paid as refund of premium.
5. During investigation of the death claim by the Insurance Company, it was found that in the medical reports from the treating hospital that the life assured was a patient of diabetes and was suffering from Chronic Liver Disease prior to the commencement of the policy and was undergoing treatment for this. But in the proposal papers he declared not having high blood sugar. So, the Company repudiated the Claim and informed the complainant on 31.07.2019 against the appeal for reconsideration on 23.07.2019.
6. The complainant approached this office on 04.02.2021.

Contention of the complainant:

The complainant mentions that,

1. The sum assured against the death claim was not paid.
2. She wants the death claim.

Contention of the Respondent:

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

1. The Deceased Life Assured (DLA) was granted insurance cover under the master policy on the basis of duly filled and signed membership form.
2. The DLA reported to have died on 03.01.2019 and the sum assured as on date of death is Rs.495493.00. During the claim assessment, it was revealed that the DLA was suffering from Chronic Liver Disease and Diabetes Mellitus. He was taking treatment for the same prior to applying for the insurance cover. He had not disclosed and deliberately suppressed it in the membership form.
3. The claim was repudiated and an amount of Rs.11985.00 has been credited to the complainant's account on 27.11.2019 towards refund of premium as per amended insurance laws.
4. Further, the Company received a representation from the complainant and the master policyholder for reconsideration of the claim and accordingly the case was referred to Claims Review Committee which was headed by a retired Judge of Hon'ble High Court. However, as there was indisputable evidence that the DLA was suffering from Diabetes prior to signing the proposal form, the decision to repudiate the claim was upheld by the CRC.
5. Life Insurance Contract is a contract of UTMOST GOOD FAITH, wherein the proponent is bound to disclose everything concerning his/ her health, habits and other related matters within his/her knowledge at the time of filling the proposal, failing which the Insurer has every right to repudiate the claim. Further, there need not be any nexus between the cause of death and the material facts suppressed.
6. A person who signs a document is responsible for the contents of the documents signed by him/ her. He/she cannot plead ignorance of the documents signed by him/her. There is no contractual liability on the part of the Company to pay the death claim benefits under the insurance cover as the same was taken with fraud and malafide intention.
7. A contract has to be interpreted as per the terms and conditions of the document evidencing the contract. In the instant case, the policy is the evidence of the Insurance contract and the Company has repudiated the claim in accordance with the terms and conditions of the policy, which is just and legal.
8. The Company's decision is as per the policy document which is the evidence of contract between the insurer and the insured and both the parties are bound by the terms and conditions contained therein.

9. A contract induced or tendered by fraud is void. Thus, in the instant case, the policy issued to the DLA was void and hence the claim was repudiated by the Company based on the documentary evidence.
10. The Company has already refunded the premiums received under the policy and nothing further is payable under the terms and conditions of the policy.
11. No preliminary medical examination was done during the inception of the policy as the DLA did not disclose any ailment in the proposal form. The nature of medical examination depends on the information disclosed by the life assured.
12. Thus, the action of the Company to repudiate the claim is just and legal. The complainant is not eligible for any benefits under the policy. The complaint is liable to be dismissed.

Observation and conclusions:

1. Both the parties attended the online hearing on 07.05.2021.
2. From the records of Patient Treatment Booklet of the Eastern Coalfield medical department, it is found that from March & April 2015 onwards there are noting of Diabetes Mellitus T2 and Chronic Liver Disease. On 08.10.2016, the FBS was 221 & PPBS 293, on 28.12.2016, FBS was 224 & PPBS was 301 i.e, very high above normal limit The DOC of the policy is 29.11.2018. Hence, it is confirmed that the DLA had pre-existing disease of Diabetes & CLD
3. As per Death certificate of DLA issued by the Kothari Medical Centre, Kolkata, the immediate cause of death has been mentioned as CHRONIC LIVER DISEASE.
4. The death claim was repudiated by the Company and the decision was upheld by the Claim Review Committee after representation given by the nominee.

AWARD

Taking into account the facts & circumstances of the case, the submissions made by both the parties during the hearing and after going through the documents on record it is observed that the Complainant's husband Lt. Bhang Kumar Rana was suffering from high blood sugar and chronic liver disease. The relevant treatment documents (employer's record), prima facie, establishes the fact. It is felt that the details of his ailments were not mentioned in the Proposal papers which came out during investigations by the Insurer.

In view of all the above, the repudiation of claim made by the Insurer is not unjustified.

As such, the complaint is dismissed without providing any relief to the Complainant and the same is treated as disposed of.

Dated at Kolkata

SHRI P K RATH
INSURANCE OMBUDSMAN

(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 – Shefali Mallick

VS

RESPONDENT: SBI Life Insurance Co. Ltd.

COMPLAINT REF: NO:KOL-L-041-2021-0959

AWARD NO: IO/KOL/A/LI/0121/2021-2022

1.	Name & Address of The Complainant	Shefali Mallick W/o - Late Kartik Ch. Mallick, Vill - Gourisail, PO - Gangsara, PS- Gangnapur, Nadia - 741 238						
2.	Type of Policy: Life Policy Details:							
	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
	5353849790 4	1500000	22.08.2017	22.08.2022	22.08.2017	150000	5YRS/ YLY	5YRS
3.	Name of insured	Kartick Chandra Mallick						
4.	Name of the insurer	SBI Life Insurance Co. Ltd.						
5.	Date of receipt of the Complaint	01.02.2021						
6.	Nature of Complaint	repudiation of claims						
7.	Amount of Claim	0.00						
8.	Date of Partial Settlement	NIL						
9.	Amount of relief sought	1050000.00						
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	07.05.2021 Kolkata						
12.	Representation at the hearing							
	a) For the Complainant	Shefali Mallick						
	b) For the Insurer	Partha Palit						
13.	Complaint how disposed	By conducting online hearing						
14.	Date of Award	26.05.2021						

Brief Facts of the Case:

1. Late Kartick Chandra Mallick, the deceased husband of the Complainant, Mrs. Shefali Mallick purchased one policy from SBI Life Insurance Co. Ltd. bearing no. 53538497904 commenced on 22.08.2017.
2. The policy was sourced through one individual Agent.
3. The commencement of the policy was on 22.08.2017 and date of death was 17.09.2019.
4. The Complainant, the nominee, has alleged that she has not received the Death Claim from this policy as the claim was repudiated by the Insurer on the ground of suppression of material facts and only Rs. 450000.00 was paid as refund of premium.
5. During investigation of the death claim, by the Insurance Company, it was found in the medical reports from the treating hospital that the life assured was a patient of diabetes prior to the commencement of the policy and was undergoing treatment for this. But in the proposal papers he declared not having high blood sugar. So, the Company repudiated the Claim and informed the complainant on 12.12.2020 against the appeal for reconsideration.

6. The complainant approached this office on 01.02.2021.

Contention of the complainant:

The complainant mentions that,

5. The sum assured against the death claim was not paid due to false ground.
6. She wants to get back Rs.1050000.00 less paid.

Contention of the Respondent:

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

13. The Deceased Life Assured (DLA) was granted the referred policy on the basis of duly filled and signed proposal form.
14. The DLA reported to have died on 17.09.2019. During the claim assessment, it was revealed that the DLA was suffering from Diabetes and was taking treatment for the same prior to signing the proposal form which he had not disclosed.
15. The claim was repudiated and an amount of Rs.450000.00 has been credited to the complainant's account on 27.11.2019 towards refund of premium as per amended laws.
16. Further, the Company received a representation from the complainant and the case was referred to Claims Review Committee which was headed by a retired Judge of Hon'ble High Court. However, as there was indisputable evidence that the DLA was suffering from Diabetes prior to signing the proposal form, the decision to repudiate the claim was upheld by the CRC.
17. Life Insurance Contract is a contract of UTMOST GOOD FAITH, wherein the proponent is bound to disclose everything concerning his/ her health, habits and other related matters within his/her knowledge at the time of filling the proposal, failing which the Insurer has every right to repudiate the claim. Further, there need not be any nexus between the cause of death and the material facts suppressed.
18. A person who signs a document is responsible for the contents of the documents signed by him/ her. He/she cannot plead ignorance of the documents signed by him/her.
19. A contract has to be interpreted as per the terms and conditions of the document evidencing the contract. In the instant case, the policy is the evidence of the Insurance contract and the Company has repudiated the claim in accordance with the terms and conditions of the policy, which is just and legal.

20. The Company's decision is as per the policy document which is the evidence of contract between the insurer and the insured and both the parties are bound by the terms and conditions contained therein.
21. A contract induced or tendered by fraud is void. Thus, in the instant case, the policy issued to the DLA was void and hence the claim was repudiated by the Company based on the documentary evidence.
22. The Company has already refunded the premiums received under the policy and nothing further is payable under the terms and conditions of the policy.
23. Thus, the action of the Company to repudiate the claim is just and legal. The complainant is not eligible for any benefits under the policy. The complaint is liable to be dismissed.

Observation and conclusions:

1. Both the parties attended the online hearing on 07.05.2021.
2. It is found from the documents submitted that medical examination was conducted during inception of

the policy on 1408.2021 and it was noted by the medical examiner that Late Kartick Chandra Mallick was not suffering from Diabetes or Hypertension. The report of HBAIC showing test value 5.6 % meaning thereby no Diabetes was detected. But during death claim inquiry conducted by the Insurance Company, it was found from the statements of the neighbours that he was suffering from high blood sugar for a long time and had diabetic foot. From the records of Patient Treatment Booklet of the Eastern Railway medical deptt., it is found that on 08.08.2017, the FBS was 217 & PP 454 i.e, very high than normal limit and until Dec, 2017 it was found very high in different prescriptions.. The DOC of the policy is 22.08.2017. Hence, it is confirmed that the DLA had pre- existing disease of Diabetes.

3. The death claim was repudiated by the Company and the decision was upheld by the Claim Review Committee after representation given by the nominee.

AWARD

Taking into account the facts & circumstances of the case, the submissions made by both the parties during the hearing and after going through the documents on record it is observed that the Complainant's husband Lt. Kartick Chandra Mallick was suffering from high blood sugar. The relevant treatment documents (employer's record), prima facie, establishes the fact. It is felt that the details of his ailments were not mentioned in the Proposal papers which came out during investigations by the Insurer.

In view of all the above, the repudiation of claim made by the Insurer is not unjustified.

As such, the complaint is dismissed without providing any relief to the Complainant and the same is treated as disposed of.

Dated at Kolkata

SHRI 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– MR. NIRMAL DAS

VS

RESPONDENT: LIFE INS. CORPN. OF INDIA, KMDO-I.
COMPLAINT REF: NO: KOL-L-029-
2021-1044

AWARD NO: IO/KOL/A/LI/0104/2021-2022

1.	Name &Address of The Complainant :	MR. NIRMAL DAS 1B, Richi Road, Ballygunge, Kol – 700019. W.B.							
2.	Type Of Policy: Life / Health / General :	LIFE.							
	Policy Details:	Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
		402178904	2,00,000			25.03.2019	9844	25	16
3.	Name of insured :	MR. NIRMAL DAS							
4.	Name of the insurer :	IFE INS. CORPN. OF INDIA.							
5.	Date of receipt of the Complaint	03-March-2021							
6.	Nature of Complaint :	Repudiation of Death Claim.							
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	19-May-2021							
	Place of hearing	Kolkata							
12.	Representation at the hearing								
	a)For the Complainant :	MR. NIRMAL DAS							
	b)For the Insurer :	MR. AMIT BISWAS							
13.	Complaint how disposed :	By conducting online hearing							
14.	Date of Award :	21-May-2021							

Brief Facts of the Case:

1. The policy was taken on the life of Smt. Bina Das on 25.3. 2019 for S.A. 2 lacs under Table No.836. The life assured expired on 19.5.2019 and the policy was in force as on the date of death of the L.A. Nominee, Mr. Nirmal Das, submitted claim forms to get the death benefit under the policy but repudiated by insurer for suppression of material fact at the time of taking the policy.

2. Appealed before the higher appellate authority, ZOCDRC, for reconsideration of repudiation but the authority upheld the decision of the Divl. Office.
3. The DLA was admitted to HEALTH POINT MULTI SPECIALITY HOSPITAL, KOL-25 for some Pancreatic Problem and expired there on 19.5.2019 due to Sepsis with Fulminant Hepatic Failure with acute Pancreatitis and Diabetes Mellitus.
4. As per SCN received from the insurer they have clarified the reason of repudiation of claim as the DLA was suffering from Diabetes Mellitus since last **10 years and did not disclose the thing in the proposal papers**. Produced all the Treatment Papers and copy of the proposal papers, based on those papers they opined that since suppression of material facts established, they repudiated the claim.

Contention of the complainant: The complainant alleged that the policy was in force as on the date of death of the life assured and submitted all relevant papers for getting death benefit under the policy but the insurer repudiated the death claim. He Appealed before the higher authority for reconsideration of repudiation decision but the higher authority kept upheld the decision of the Divisional Authority. Being dissatisfied appealed before this office for justice.

Contention of the Respondent: as per SCN received from the insurer, they have clarified the reason for repudiation of death claim. They have submitted that it is evident from the Medical Records, received from the Health Point Multi Speciality Hospital that the DLA was suffering from Diabetes Mellitus since last ten years and did not disclose in the proposal papers. Submitted Proposal Forms, Treatment Papers from Health Point Multi Speciality Hospital, Claim Form B & B-1 sealed and signed by the said Hospital Authority. So suppression of material fact at the time of taking the policy is established. Hence the claim repudiated as per rule. Claimant appealed before the ZOCDRC for reconsideration of decision but the authority upheld the decision of Divl. Office.

Observation and conclusions: It is evident from the Medical Treatment Papers of the DLA, Claim Form B, signed by the Hospital Authority and Claim Form B-1, signed by the last attending Physician that the DLA was suffering from Diabetes Mellitus since last ten years and did not disclose the thing in the relevant portion of the proposal papers at the time of taking the policy in question. So the DLA did not disclose the material fact at the time of taking the policy has been established by the insurer and repudiated the claim as per rule.

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 the DLA did not disclose the material fact at the time of taking the policy in question which is evident from the Medical Records, Proposal Papers and Claim Papers submitted. In view of the above facts, I am of opinion that the insurer has established conclusively the suppression of material fact at the time of taking the policy by the DLA and so nothing is payable under the policy, as per rule.

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

22) 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 21stDay of May, 2021

SHRI P K RATH
INSURANCE OMBUDSMAN

**PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, STATE OF WESTERN U.P. AND
UTTARAKHAND
UNDER INSURANCE OMBUDSMAN RULES 2017
OMBUDSMAN – SH. C.S.PRASAD
CASE OF Mr. BRIJESH KUMAR V/S INDIA FIRST LIFE INSURANCE CO. LTD.
COMPLAINT REF: NOI-L-024-2021-0912**

AWARD NO:

1.	Name & Address of the Complainant	Mr. Brijesh Kumar S/O Mr. Saudan Singh, Village Shekhpur- Bahadurgarh Distt. Hapur (U.P.)-245208
2.	Policy No: Type of Policy Duration of policy/Policy period	G0000847, Member No. 00072 LIFE, Group Master Policy (Risk Cover 05.05.202 to 04.05.2021)
3.	Name of the insured Name of the policyholder	Mrs. Daraupa Devi Mrs. Daraupa Devi
4.	Name of the insurer	India First Life Insurance Company Limited
5.	Date of Repudiation/Rejection	08.12.2020
6.	Reason for repudiation	-
7.	Date of receipt of the Complaint	18.02.2021
8.	Nature of complaint	Repudiation of death claim
9.	Amount of Claim	Rs. 10,00,000/-
10.	Date of Partial Settlement	Nil
11.	Amount of relief sought	Rs. 10,00,000/-
12.	Complaint registered under IOB rules	YES
13.	Date of hearing/place	09.04.2021/ NOIDA
14.	Representation at the hearing	
	a) For the Complainant	Mr. Brijesh Kumar
	b) For the insurer	Mr. Viral Joshi
15	Complaint how disposed	Settlement
16	Date of Award/Order	7.5.2021

17) Brief Facts of case :- This is a complaint filed by Mr. Brijesh against India First Life Insurance Company Ltd., relating to repudiation of death claim of his mother Late Mrs. Daraupa Devi under Group Insurance Mater policy No. G0000847, Member No. 00072.

18) Cause of Complaint:- Repudiation of death claim by Insurance Company.

a) Complainants argument :-The complainant alleged that his mother Late Mrs. Daraupa Devi had purchased the above numbered policy with sum assured of Rs. 10,00,000/- on 05.05.2020 from the above Insurance company. His mother expired on 29.06.2020. The claimant had submitted the claim documents for settlement of death claim of the insured. The insurance company repudiated the death claim of his mother, allegedly policy was not in force on the date of death while risk coverage period was from 05.05.2020 to 04.05.2021 under the said policy. The complainant/claimant submitted his request on 15.01.2021 for reconsideration at the level of GRO. But the insurance company did not reply/ settle the death claim of his deceased mother. The complainant has approached Insurance Ombudsman for redressal of her grievance.

b) Insurers' s argument :- Insurer stated and contended that the insurance company received the proposal form for insurance and relying on the replies/declarations provided by the life assured in the proposal form for insurance, the company had accepted the proposal form and issued insurance policy bearing number G0000847, Member No. 00072 on 5. 05.2020 with premium of Rs.1440/- The insurance company had received the death claim intimation/form for settlement the Sum Assured against the demise of Life Assured. The life assured expired with just 1 month 24days from the date of cover commencement. The insurance company investigated the matter as per the norms of IRDA. The insurance company stated that without getting into the merits of the case and without admission of any allegation as made by the complainant in the captioned complaint and only as a gesture of goodwill, the company are ready and willing to settle the matter by paying this claim an amount for Rs. 10,00,000/- to the complainant.

19) Reason for Registration of Complaint: Scope of the Insurance Ombudsman Rules 2017.

20) The following documents were placed for perusal.

- a) Complaint Letter
- b) Repudiation Letter
- c) Policy Document
- d) SCN

21) Observations and Conclusion :- Both the parties appeared for hearing and reiterated their submissions. The insurance company confirmed that they have decided to settle the death claim.

In view of the fact that the respondent insurer has communicated their willingness to settle the claim, it is recommended that the claim is settled as early as possible under intimation to this office.

RECOMMENDATION

Taking into account the facts and circumstances of the case and the submissions made by both the parties during the course of hearing, it is recommended that the claim is settled as early as possible.

The complaint is treated as closed accordingly.

22. The attention of the Complainant and the Insurer is hereby invited to the following provisions of the insurance Ombudsman Rules 2017:

As per Rule 16 (3) the insurer shall comply with the terms of the recommendation immediately but not later than fifteen days of the receipt of such recommendation, and inform the Ombudsman of its compliance.

Place: Noida.
Dated: 07.05.2021

C.S. PRASAD
INSURANCE OMBUDSMAN
(WESTERN U.P. & UTTARAKHAND)

PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, STATE OF WESTERN U.P. AND UTTARAKHAND
UNDER INSURANCE OMBUDSMAN RULES 2017
OMBUDSMAN – SH. C.S.PRASAD
CASE OF Mrs. SAUMYA AGARWAL V/S HDFC LIFE INSURANCE CO. LTD.
COMPLAINT REF: NOI-L-019-2021-0909

AWARD NO:

1.	Name & Address of the Complainant	Mrs. Saumya Agarwal, G-1701, Fusion Homes, Tech Zone 4 GH 05A, Greater Noida (UP)-201301
2.	Policy No: Type of Policy Duration of policy/Policy period	18703605 LIFE, 11/10 YEARS
3.	Name of the insured Name of the policyholder	Late Mr. Arpit Kumar Gupta, Late Mr. Arpit Kumar Gupta,
4.	Name of the insurer	HDFC Life Insurance Com. Limited
5.	Date of Repudiation/Rejection	28.03.2020
6.	Reason for repudiation	Under consideration
7.	Date of receipt of the Complaint	18.02.2021
8.	Nature of complaint	Non-settlement of Death Claim
9.	Amount of Claim	Rs.
10.	Date of Partial Settlement	Nil
11.	Amount of relief sought	Rs.
12.	Complaint registered under IOB rules	YES
13.	Date of hearing/place	09.04.2021/ NOIDA
14.	Representation at the hearing	
	a) For the Complainant	Ms. Saumya Agarwal
	b) For the insurer	Mr. Kunal Aurora
15	Complaint how disposed	Dismissed
16	Date of Award/Order	7.5.2021

17) Brief Facts of case :- This is a complaint filed by Mrs. . Saumya Agarwal against HDFC Life Insurance Company Ltd., relating to non- settlement of death claim of her husband Late Mr. Arpit Kumar Gupta under Insurance policy No. 18703605.

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

a) Complainants argument :-The complainant alleged that her husband Late Mr. Arpit Kumar Gupta had purchased the above numbered policy with sum assured of Rs.20,00,000/- on 26.09.2016 from the above Insurance company. Her husband died on 18.09.2017. The claimant had submitted the claim documents for settlement of death claim of the insured. The insurance company has not settled the death claim of her husband till now. The complainant has approached the Insurance Ombudsman for redressal of her grievance.

b) Insurers' s argument :- Insurer stated and contended that the Life Assured had taken HDFC Pro Growth Plus Insurance Plan form the company for which LA had shown interest in taking insurance policy and policy was assigned to HDFC LTD. in order to secure the loan of Rs.41,58,280/-which life assured had taken policy from insurance company and satisfied with terms and conditions of policy. The company received claim intimation from assignee, i.e. HDFC Ltd, and was intimated about the death of LA on 13.09.2017. While the claim was being investigated and insurer received a letter dated 25.10.2017 from deceased life assured's' father alleging the life assured had died under suspicious circumstances and he had filed a police complaint at sector 56, PS Gurgaon, and requested the insurer to hold the claim till proper investigation is done by the police authorities. Considering all the allegations made by the life assured's` father requirements were raised with the claimant and the requirements were lodged by the complainant and were not religiously shared and insurer was forced to suspend the claim and fund value of the policy i.e. Rs. 65,121/- was also refunded to the claimant. On 17.07.20, 06.08.2020 and 1.09.2020, the insurer requested the claimant to share the record of Court Proceedings in order to decide the claim. Further, the requirements were elaborated in a letter dated 6.8.2020 as under:

- a) *Status of Criminal Case: Pending/disposed off.*
- b) *If the case is pending, the stage and other details of the case.*
- c) *If disposed off, please share the court's judgment (on FR filed by police)*
- d) *Copy of protest petition filed by complainant (if any)*
- e) *Whether any appeal or any case pending is related to the concerned FIR in Distt court/High Court/Supreme Court, if yes copy of the said appeal/petition and its details like case no./stage.*

The claim filed in the policy is highly questionable as life assured's` death has happened under suspicious circumstances. As per the clause 15 titled exclusion of policy bond the suicide clause has been explained which mentions that in case the life assured commits suicide within 12 month of the risk date. While submitting the FR the claimant intended to prove that she has been cleared of the charges of poisoning her husband and she had not committed any such act. In the absence of poisoning by claimant, it would be safe to assume that the LA had consumed poison by himself knowingly with the intent of committing suicide. The death claim is not payable as per terms and condition of the policy.

19) Reason for Registration of Complaint: Scope of the Insurance Ombudsman Rules 2017.

20) The following documents were placed for perusal.

- a) Complaint Letter
- b) Repudiation Letter
- c) Policy Document
- d) SCN

21) Observations and Conclusion: - Both the parties appeared for online hearing on 9.4.2021 and reiterated their submissions. The complainant's main grievance was against non-settlement of death claim under the policy 18703605 on the life of her husband Late Sri Arpit Kumar Agarwal. The respondent insurer contended that the complainant has no locus standi in the matter as neither she is nominee nor assignee under the policy. Infact, the policy has been assigned to HDFC Ltd. and HDFC Ltd. being the title holder has filed the claim accordingly. Moreover, the insurer informed that the settlement is pending for want of certain requirements which are enumerated in their reply.

It is observed that the complainant's husband had taken the subject policy for a sum insured of Rs. 20,00,000/- on 26.9.2016. Later the policy was assigned to the HDFC bank. The insured died on 13.9.2017 under suspicious circumstances and a complaint was filed by the father of the deceased in police station of Sector 56 Gurugram. This is supported by the submitted hospital records. The insurer submitted that for deciding the claim the exact cause of death has to be ascertained as the death has taken place within 12 months of the commencement of policy and suicide clause is operative. If the cause of death is suicide, then claim is not payable. The complainant has submitted some documents but not the final report duly admitted by the Court. In absence of which the claim cannot be decided. Insurer's contention seems valid.

On the basis of available records complaint is not maintainable on following grounds:

- a. The complainant has no legal title over the subject policy

b. The criminal investigation is pending in criminal court whose outcome has a direct bearing on subject matter of the complaint.
The complaint is dismissed.

Recommendation

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

Dated: 07.05.2021

INSURANCE OMBUDSMAN
(WESTERN U.P. & UTTARAKHAND)

**PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, STATE OF WESTERN U.P. AND
UTTARAKHAND
UNDER INSURANCE OMBUDSMAN RULES 2017
OMBUDSMAN – SHRI C. S. PRASAD
CASE OF KELA DEVI V/S BAJAJ ALLIANZ LIFE INSURANCE CO. LTD.
COMPLAINT REF NO: NOI-L-006-2021-0993**

AWARD NO:

1.	Name & Address of the Complainant	Mrs. Kela Devi W/O Natthu Singh,Dabthara BADAUN, UP- 243632 M- 9675982603
2.	Policy No: Type of Policy Duration of policy/Policy period	0394136731 LIFE 54 days
3.	Name of the insured Name of the policyholder	Mr. Natthu Singh Mr. Natthu Singh
4.	Name of the insurer	Bajaj Life Insurance CO.
5.	Date of Rejection	16-02-2021
6.	Reason for rejection	Repudiated the claim
7.	Date of receipt of the Complaint	10-03-2021
8.	Nature of complaint	Death claim not paid
9.	Amount of Claim	
10.	Date of Partial Settlement	nil
11.	Amount of relief sought	
12.	Complaint registered under IOB rules	yes
13.	Date of hearing/place	24-05-2021/ NOIDA
14.	Representation at the hearing	
	a. For the Complainant	Mrs. Kela Devi
	b. For the insurer	Mr. Nikhil Upadhyay
15.	Complaint how disposed	Dismissed

16	Date of Award/Order	28-05-2021
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17. Brief Facts of the case : The complainant's husband purchased the above mentioned policy on 17-03-2020. He died on 21-05-2020. The complainant submitted the claim Papers to the insurer, but it was repudiated by the insurer. The complainant applied for claim settlement.

18. Cause of the complaint: Death claim repudiated by the insurer.

A. Complainant argument: The complainant stated her husband expired on 21-05-2020 and she had submitted the claim papers to the insurer, but the insurer repudiated the claim stating that the identity of the insured was not identified. The complainant has submitted the Aadhar card, Pan card and the death certificate of the insured, and asked why the insurer is not accepting these papers as the identity of the insured. She wants early settlement of the claim.

B. Insurer's argument: The Insurer stated that the said Policy was issued on 28th March 2020 against a premium amount of Rs.40,010/- to the Life Assured, Mr. Natthu Singh. The Company was intimated that the Life Assured had passed away within a period of 54 day from date of Commencement, i.e. on 21st May 2020. During the investigation, it came to light that the photograph of Natthu Singh was fabricated and said Natthu Singh was someone else altogether. The Company therefore, initiated the Filing of the Police Complaint in the matter due to the fraudulent nature of the case. The insurer has submitted the FIR for our reference.

19. Reason for Registration of Complaint: Scope of Insurance Ombudsman Rule 2017.

20. Following documents were placed for perusal:

- a) Complaint Letter
- b) Proposal papers
- c) FIR
- d) SCN

21. Observation and conclusion : Both the parties appeared for online hearing on 24-05-2021 and retreated their submissions. The complainant stated that the Insurance Company had repudiated the claim by stating that the identity of the life assured could not be established, but while purchasing the policy all valid KYC papers were submitted by her husband Mr. Natthu Singh. The insurance company informed that the KYC documents and photographs provided to the Company during the proposal stage were fabricated. The related papers were also submitted with the SCN. The insurance company has also informed us that they have filed a FIR against the perpetrators in this matter, with the Police Authority Noida for necessary action against the offenders for the alleged fraud.

I have examined the documents exhibited as evidence and oral submission made by both the parties. It is observed that the life assured at the age of 51 died within 65 days of purchasing the policy and no doctor was consulted for the illness, justifying the doubt of the insurance company. On the basis of investigation, the insurance company has sufficient ground to suspect fraudulent activity. So they have filed a FIR on 10-05-2021 with the local authorities against the alleged perpetrators of this fraudulent activity. Since the matter is under investigation of local authorities, this office cannot decide over the matter. The complaint is dismissed.

Place – Noida
Date- 28.05.2021

(C. S. PRASAD)
INSURANCE OMBUDSMAN
Western U.P. & Uttarakhand

**PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, STATE OF WESTERN U.P. AND UTTARAKHAND
UNDER INSURANCE OMBUDSMAN RULES 2017
OMBUDSMAN – SHRI C. S. PRASAD
CASE OF MR. KARAN SINGH V/S BHARTI AXA LIFE INSURANCE CO. LTD.
COMPLAINT REF NO: NOI-L-008-2021-0944**

AWARD NO:

1.	Name & Address of the Complainant	Mr. Karan Singh Village Milak Chikna, Post- Patwal Rampur, UP- 244901 M- 9536129270
2.	Policy No: Type of Policy Duration of policy/Policy period	501-8955061 LIFE
3.	Name of the insured Name of the policyholder	Mrs. Seema Mrs. Seema
4.	Name of the insurer	Bharti Axa Life Insurance CO.
5.	Date of Rejection	No reply
6.	Reason for rejection	Death claim not paid
7.	Date of receipt of the Complaint	8-03-2021
8.	Nature of complaint	Death claim not paid
9.	Amount of Claim	
10.	Date of Partial Settlement	nil
11.	Amount of relief sought	
12.	Complaint registered under IOB rules	yes
13.	Date of hearing/place	24-05-2021/ NOIDA
14.	Representation at the hearing	
	For the Complainant	Mr. Karan Singh
	For the insurer	Mr. Vineet Ghai
15.	Complaint how disposed	Award
16.	Date of Award/Order	28-05-2021

17. Brief Facts of the case : The complainant's daughter Ms. Seema purchased the above mentioned policy on 31-03-2019. She died on 21-05-2019. The complainant submitted the claim Papers to the insurer, the claim was repudiated by the insurer. The complainant applied for claim settlement.

18. Cause of the complaint: Death claim repudiated by the insurer.

A. Complainant argument: The complainant stated his daughter died on 31-03-2019. She suffered from brain fever and died at her residence on 21-05-2019. The assured was 21 years old girl, was running her beauty parlor. She was not suffering from any disease. On 21-05-2019 she had high grade fever, a car was arranged to take her to the hospital but she died at home. She was not hospitalized. The complainant submitted the claim papers on 5-06-2019 but the insurance company rejected the claim stating that the assured did not fill the proposal form correctly by not disclosing her health problem. Then the complainant submitted the request to the claim review committee 6-11-2020 but he did not receive any reply from the review committee.

B. Insurer's argument: The Insurer stated that the life assured died within two months of purchasing the policy. Being the early claim the insurer got the case investigated by their investigating team. The neighbors told that assured was a student, she had no earning of her own. She was suffering from epileptic seizures from 7-8 years and had cancer from last 3 months. The insurer could not collect information about family doctor or diagnostic papers from the complainant, but on the basis of information received from neighbors the officer visited the hospitals at Rampur and Bareilly. By visiting to the hospitals the investigating office collected treatment papers of Ms. Seema and submitted with the investigation report. During investigation, medical documents in the name of LA has been procured from Shri Ram Murti Smarak Institute & Medical Sciences, Bareilly dated 11-11- 2018 i.e. prior to issuance of subject policy wherein family of LA had taken LAMA i.e. leave against medical advice. Thus it was proved beyond any doubt that LA was suffering from seizure disorder for 8 years and undergoing treatment for the same since prior to issuance of subject policy. However, she failed to disclose the same in the proposal form. It is necessary to reiterate that the contract of Insurance is a contract based on "uberrimae fidei"

i.e. utmost good faith. The person seeking Insurance knows all the facts, which materially affect the risk. The Insurer Company cannot have any information or knowledge. The person seeking Insurance is the only person having full knowledge and he is under an obligation to make a full and honest disclosure of the facts and materials to the Insurer at the time of proposal. The said proposition of law has been made clear by the Hon'ble Supreme Court in the case of Reliance Life Insurance Co Ltd & Anr v. Rekhaben Nareshbhai Rathod Civil Appeal No. 4261 of 2019 (Arising out of SLP (C) No 14312 of 2015), P.C. Chacko and Anr. Vs. Chairman, Life Insurance Corporation of India and Ors, AIR 2008 SC 424 and Satwant Kaur Sandhu Vs. New India Assurance Company Ltd., (2009) 8 SCC 316 which is binding on Ld. Ombudsman office as per Article 141 of Constitution of India. The suppression of material facts becomes clear on a bare perusal of the proposal form. That the answers related to the habits of the life assured have been proven falsified. That information given by life assured was found to be inaccurate from the information gathered during the claim investigation during which "material" facts were revealed which were suppressed by DLA while filling up the proposal form. This is in variance of the principles of utmost good faith and declarations in the proposal form relied upon by the company on the basis of which the above policy was issued. In view of the above facts it is evident that the complainant herein has filed the present complaint with malafide intentions to gain undue advantage from the insurer. The company has rightly repudiated the claim due to suppression of material facts.

19. Reason for Registration of Complaint: Scope of Insurance Ombudsman Rule 2017.

20. Following documents were placed for perusal:

- a) Complaint Letter
- b) Proposal papers
- c) Policy Document
- d) SCN

21. Observation and conclusion : Both the parties appeared for online hearing on 24-05-2021 and retreated their submissions. The complainant stated that his 21 year old daughter was a healthy girl. She had no health problems. On 21-05-2020, she died at their residence due to Black fever, but the insurance company has rejected the claim stating the insured was sick at the time of purchasing the policy. During investigation, the complainant was asked how he could know that the insured died from Brain fever without consulting a doctor, but he could not reply. This indicates that the complainant was hiding some facts. The insurance company stated that as per their investigation report, it was found that the life assured Ms. Seema was suffering from epilepsy and seizure for the last 7-8 years and was under treatment from Shri Ram Murti Smarak Institute & Medical Sciences, Bareilly dated 11-11- 2018, before purchasing the policy in the year 2019. There was specific question in the proposal form where the proposer had to reply, whether he/she was under any treatment of any disease and had to write Yes or NO in answer and she had replied to the question as "NO", which is a breach of contract because of non disclosure of the material facts to the insurer.

I have examined the documents exhibited as evidence and oral submission made by both the parties. It is evident from the treatment papers submitted by the insurer as proof of treatment in 2018. The insurer's statement that if they were made aware about said true facts at the time of assessment of risk under the captioned policy, Insurance Company would have certainly not issued subject policy at all. The disclosure of the facts which are material in regard to assessment of the risk for insurance policy are to be disclosed by the proposer which was lacking in the case of insurance of Ms. Seema. Hence the decision of the insurer to repudiate the death claim on the ground of non-disclosure of prior medical conditions in the proposal form is justified. The complaint is dismissed.

Place – Noida
Date- 28.05.2021

(C. S. PRASAD)
INSURANCE OMBUDSMAN
Western U.P. & Uttarakhand

**PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, STATE OF WESTERN U.P. AND
UTTARAKHAND
UNDER INSURANCE OMBUDSMAN RULES 2017
OMBUDSMAN – SHRI C. S. PRASAD
CASE OF MR. SOHAN LAL V/S BAJAJ LIFE INSURANCE CO. LTD.
COMPLAINT REF NO: NOI-L-006-2021-0939**

AWARD NO:

1.	Name & Address of the Complainant	Mr. Sohan Lal Village Allapur Samaspur Islam Nagar BADAUN , UP- 202523 M- 9410865529
2.	Policy No: Type of Policy Duration of policy/Policy period	0387588678 LIFE 3 months
3.	Name of the insured Name of the policyholder	Mr. Roashan Mr. Roashan
4.	Name of the insurer	Bajaj Life Insurance CO.
5.	Date of Rejection	No reply
6.	Reason for rejection	Non disclosure of illness'
7.	Date of receipt of the Complaint	8-03-2021
8.	Nature of complaint	Death claim not paid
9.	Amount of Claim	
10.	Date of Partial Settlement	nil
11.	Amount of relief sought	
12.	Complaint registered under IOB rules	yes
13.	Date of hearing/place	24-05-2021/ NOIDA
14.	Representation at the hearing	
	For the Complainant	Mr. Sohan Lal
	For the insurer	Mr. Nikhil Upadhyay
15.	Complaint how disposed	Award
16.	Date of Award/Order	28-05-2021

17 . Brief Facts of the case : The complainant's brother purchased this on 28-01-2020 . He died on 21-05-2020, the insurer refused to entertain the death claim because policy was cancelled ab initio. He has complained to the insurer on 12-12-2020 but they did not reply.

18. Cause of the complaint:

A. Complainant argument: The complainant stated that his brother purchased the policy but he died on 21-05-2020 due to heart attack at his residence. The complainant called on the customer care phone number of the Bajaj Insurance company on 9-12-2020 to inform about the death of his brother Mr. Roshan and asked to help in submitting the requirement for the death claim, but he was told that the insurance company has already cancelled the policy on 3-11-2020 and returned the premium amount to the assured account. The complainant submitted the complaint to the claim review committee on 12-12-2020 but the insurance company did not reply. He wants the settlement of the claim.

B. Insurer's argument: The insurance company stated that after issue of the policy, they got the investigation done about the policy holder, under section 45 of the insurance Act. The

investigation officer stated that he visited the residence of the life assured. The neighbors and relative of the assured told that life assured was a Masson and was earning Rs 1.5 p.a. He was suffering from brain tumor and was taking treatment from AIIMS Delhi, but the officer could not collect the treatment papers. On the basis of doubt of the health conditions of the assured, the insurance company cancelled the policy and returned the premium to the assureds' bank account. The complainant filed his complaint to the Ombudsman office for claim settlement. On receipt of the letter from ombudsman office, the insurer reviewed the case and tried to collect details from IRDA on the basis of his PAN Card, and they found that assured had purchased a policy on 10-01-2020 from PNB Metlife of Rs 5 lacs , one proposal form MAX Life for Rs 50 lacs on 16-01-2020 and one policy of India First life of Rs 4.79 lacs on 23-01-2020, before purchasing this policy on 28-01-2020. He applied/ purchased the policies within 30 days with a big amount but he did not disclose the details of the same while completing the proposal form of Bajaj insurance. The insurer stated the assured purchased the policies shows the fraudulent insurance shopping for undue gain.

19. Reason for Registration of Complaint: Scope of Insurance Ombudsman Rule 2017.

20. Following documents were placed for perusal:

- a) Complaint Letter
- b) Investigation report
- c) SCN

21. Observation and conclusion: Both the parties appeared for online hearing on 24-05-2021 and reiterated their submissions. The complainant stated he was nominated in this policy by his brother but before he could submit the claim form, the insurer had cancelled the policy on the ground of non disclosure of previous health problem. The complainant told that his brother had no health problem and wanted the claim settlement. The insurer stated that the case was investigated and it was found that the life assured was suffering from brain tumor and was under treatment but they could not collect any treatment papers as proof. But as per right to cancel the policy under section 45, they cancelled the same and returned the premium .Later, it was found that assured had purchased policies from other insurance companies before purchasing this policy and he did not inform about these policies to the insurer. The insurer submitted supporting details of the other policies wherein, the PNB Met life company got the investigation done but without supporting paper and no previous insurance settled the death claim. The India First life insurance company cancelled the policy ab initio. The proposal form of Max was not finalized.

I have examined the documents exhibited as evidence and oral submission made by both the parties. It is clear that on the basis of suspicion, the insurance company had cancelled the policy. The life assured purchased policies from other insurance companies without disclosing the details to the insurers. The disclosure of the previous insurance in the proposal form of the policy being purchased is a must because this is a material fact for underwriting. If the previous insurance had been disclosed in his proposal form, the Insurance Company could have denied issuing this policy. Supreme Court, in its recent judgment while deciding Civil Appeal No. 3397 of 2020, has upheld that applicant must disclose all material information to insurer. Hence the decision of the insurer of cancelling the policy is in order and requires no intervention. The complaint is dismissed.

Place – Noida
Date- 28.05.2021

(C. S. PRASAD)
INSURANCE OMBUDSMAN
Western U.P. & Uttarakhand

**PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, STATE OF WESTERN U.P. AND
UTTARAKHAND
UNDER INSURANCE OMBUDSMAN RULES 2017
OMBUDSMAN – SHRI C. S. PRASAD
CASE OF MRS. RANI V/S BAJAJ ALLIANZ LIFE INSURANCE CO. LTD.
COMPLAINT REF NO: NOI-L-006-2021-0933**

AWARD NO:

1.	Name & Address of the Complainant	Mrs. Rani W/O Prem Shankar SAMBHAL GUNNUR BADAUN, UP- 202522 M- 8273082333
2.	Policy No: Type of Policy Duration of policy/Policy period	0393724321 LIFE 27 days
3.	Name of the insured Name of the policyholder	Mr. Prem Shankar Mr. Prem Shankar
4.	Name of the insurer	Bajaj Life Insurance CO.
5.	Date of Rejection	15-02-2021
6.	Reason for rejection	Fabrication of identity papers at proposal stage
7.	Date of receipt of the Complaint	8-03-2021
8.	Nature of complaint	Death claim not paid
9.	Amount of Claim	
10.	Date of Partial Settlement	nil
11.	Amount of relief sought	
12.	Complaint registered under IOB rules	yes
13.	Date of hearing/place	24-05-2021/ NOIDA
14.	Representation at the hearing	
	a. For the Complainant	Absent
	b. For the insurer	Mr. Nikhil Upadhyay
15.	Complaint how disposed	Dismissed
16.	Date of Award/Order	28-05-2021

17. Brief Facts of the case : The complainant's husband purchased the above mentioned policy on 28-03-2020. He died on 27-04-2020. The complainant submitted the claim Papers to the insurer, the claim was repudiated by the insurer. The complainant applied for claim settlement.

18. Cause of the complaint: Death claim repudiated by the insurer.

A. Complainant argument: The complainant stated her husband expired on 27-04-2020 and she had submitted the claim papers to the insurer, but the insurer repudiated the claim stating that the identity of the insured was not identified. The complainant has submitted the Aadhar card, Pan Card and the death certificate of the insured and asked why the insurer is not accepting these papers as the identity of the insured. She wants early settlement of the claim.

B. Insurer's argument: Insurer stated that the said Policy was issued on 31st March 2020 against a premium amount of Rs.41,158/- to the Life Assured, Mr. Prem Shankar. The Company was intimated that the Life Assured had passed away within a period of 27 day from date of Commencement, i.e. on 27th April 2020. The insurance company got the investigation done. During the investigation, it was observed that assured was a vegetable vendor. He had some leg injury and was bed ridden for the last 6 months. LA had financial crisis due to which he was not able to take treatment from any good hospital , so no treatment papers were available. It came to light that the KYC documents and photographs provided to the Company during the proposal stage had been fabricated and they have received an expert opinion in regard thereof. The Company therefore, initiated the Filing of the Police Complaint in the matter due to the fraudulent nature of the case. The insurer has sent us the copy of FIR filed with the policy authority.

19. Reason for Registration of Complaint: Scope of Insurance Ombudsman Rule 2017.

20. Following documents were placed for perusal:

- a) Complaint Letter
- b) Proposal papers
- c) FIR
- d) SCN

21. Observation and conclusion: Both the parties were informed about the online hearing on 24-05-2021 but the complainant's mobile was not connected for the last two days. The complainant was sent the mail on the mail-id available on the policy document for attending the hearing but no reply or call was received from the complainant . The insurer was available online for hearing. . As per the papers received from complainant, the Insurance Company has repudiated the claim by stating that the identity of the life assured could not be established, but while purchasing the policy all valid KYC papers were submitted by her husband Mr. Prem Shankar. The insurance company informed that the KYC documents and photographs provided to the Company during the proposal stage were fabricated. The related papers were also submitted with the SCN. The insurance company has also informed us that they have filed a FIR against the perpetrators in this matter, with the Police Authority Noida for necessary action against the offenders for the alleged fraud.

I have examined the documents exhibited as evidence and oral submission made by the insurer. It is observed that the life assured at the age of 30 died within 27 days of purchasing the policy and no doctor was consulted for the illness, justifying the doubt of the insurance company. On the basis of investigation, the insurance company has sufficient ground to suspect fraudulent activity. So they have filed a FIR on 10-05-2021 with the local authorities against the alleged perpetrators of this fraudulent activity. Since the matter is under investigation of local authorities, this office cannot decide over the matter. The complaint is dismissed.

Place – Noida
Date- 28.05.2021

(C. S. PRASAD)
INSURANCE OMBUDSMAN
Western U.P. & Uttarakhand

**PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, STATE OF WESTERN U.P. AND UTTARAKHAND
UNDER INSURANCE OMBUDSMAN RULES 2017
OMBUDSMAN – SH. C.S.PRASAD
CASE OF SH. RAVISH CHANDRA V/S RELIANCE LIFE INSURANCE COMPANY LIMITED
COMPLAINT REF: NO: NOI-L-036-2021-0739**

AWARD NO:

1.	Name & Address of the Complainant	Sh. Ravish Chandra S/O Rajendra singh, Nagla Pancham Tilyani, Firozabad Uttar Pradesh-205151
2.	Policy No: Type of Policy Duration of policy/Policy period	51686894 Life Plan
3.	Name of the insured Name of the policyholder	Late Mrs. Shila Devi Late Mrs. Shila Devi
4.	Name of the insurer	Reliance Life Insurance Company Limited
5.	Date of Repudiation	NA
6.	Reason for repudiation	
7.	Date of receipt of the Complaint	21.1.2021
8.	Nature of complaint	Non Settlement of Death Claim
9.	Amount of Claim	Rs. 5 Lakh
10.	Date of Partial Settlement	NIL
11.	Amount of relief sought	Rs. 5 Lakh
12.	Complaint registered under IOB rules	13 .1.b
13.	Date of hearing/place	Online on 27.5.2021
14.	Representation at the hearing	
	a) For the Complainant	Self
	b) For the insurer	Ms. Priyanka Pritam, Legal manager
15	Complaint how disposed	31.5.2021
16	Date of Award/Order	Award

17) Brief Facts of case :- This complaint is filed by Sh. Ravish Chandra against the decision of Reliance life Insurance Company Limited relating to Non Settlement of Death Claim under policy number 51686894 issued on the life of his wife Late Mrs. Shiela Devi.

18) Cause of Complaint:- Non Settlement of Death Claim under policy.

a) Complainants argument :- The complainant stated that his wife had taken a policy on 8.6.2014 for sum assured of Rs. 5 Lakh from Reliance Life Insurance Company Limited. His wife died on 11.3.2015. The complainant has submitted all the claim forms to the insurer. The insurer has cancelled the policy and refunded him Rs.30102/- vide cheque which the complainant has not encashed till date. The insurer has neither settled death claim nor replied till date, hence he approached this forum for settlement of death claim.

b) Insurers' argument:- The insurer stated that policy named Reliance Child Plan having number 51686894 was issued on the life of Mrs. Shiela on 27.6.2014 on the basis of duly executed proposal form and half yearly premium amount of Rs.14774/-. Accordingly policy document along with copy of proposal form was dispatched at the mailing address of the complainant vide speed post on 28.6.2014. The insurer received death claim intimation on 4.3.2020 stating death of life assured on 11.3.2015 i.e. death within 9 months of issuance of policy. During investigation, it was found that the deceased was housewife and had no income of her own. As per underwriting guidelines, a woman with no source of income and no insurance in the name of her spouse can not avail present plan. The DLA had misrepresented her income and occupation at the time of proposal, hence an amount of Rs.30102/- was refunded to the complainant vide cheque number 318273 dated 9.9.2020 drawn on HDFC BANK.

19) Reason for Registration of Complaint: Scope of the Insurance Ombudsman Rules 2017.

20) The following documents were placed for perusal.

- a) Complaint Letter
- b) Repudiation Letter
- c) Policy Document
- d) SCN

21) Observations and Conclusion:- Both the parties appeared for on-line hearing on 31.5.2021. and reiterated their submissions. The complainant stated that his wife had taken a policy on 8.6.2014 for sum assured of Rs. 5 Lakh from Reliance Life Insurance Company Limited. His wife died on 11.3.2015. The complainant has submitted all the claim forms to the insurer. But the insurer has not settled the death claim.

The insurer received death claim intimation on 4.3.2020 stating death of life assured on 11.3.2015 i.e. death within 9 months of issuance of policy. During investigation, it was found that the deceased was a housewife and had no income of her own. The DLA had misrepresented her income and occupation at the time of proposal, hence death claim was repudiated on the basis of income and occupation.

It is observed from the records that the LA died after 9 months of inception of policy i.e. on 11.3.2015. The LA is shown in business, earning Rs.2 Lakh as per proposal. Whereas the insurer has repudiated the death claim on the ground of misrepresentation of income and occupation at the time of proposal. The insurer did not verify the income and occupation of the DLA at the time of underwriting/ acceptance of proposal. The policy issued is Child Plan and nominee is Ms. VISHUNA, the daughter of the DLA, aged 9 years at the time of proposal.

As per proposal form education of deceased is shown as below 10 th pass and age was admitted on the basis of ration card and address proof as voter card whereas ID proof as Ration card. Annual income is shown Rs.2 Lakh from business i.e. shop. Further, the agent Ms. Monika, code no. 127676 has verified the income proof in her confidential report as Life Style, and the agent was satisfied with the financial standing of the proposer. In reply to question No. 25 and 26 of proposal form, which is related to spouse name and details of insurance on spouse life, NA is written.

The insurer should have done the due diligence and checked the income, income proof [if they were not satisfied with the agent's certificate], and spouse insurance details at the time of underwriting of proposal. It is clear that the insurer failed to verify the particulars related to assessment of risk and issued policy, which is lapse on the part of insurer for which the insured should not be made to pay. It is grossly odd and unfair to raise these questions at the stage of claim payment, which raises doubt about the intention of the insurance company. Moreover, the annual premium amount of Rs.29548/ was not much which could not have been paid by the deceased [even it is conceded, though not accepted that she was a housewife.] by her own and family savings as the policy was meant for her daughter. Hence repudiation of death claim on the ground of misrepresentation of income and occupation is not justified. The insurance company is directed to make payment of death claim under the policy.

AWARD

Taking into account the facts and circumstances of the case and the submissions made by both the parties during the course of hearing, the insurance company is directed to make payment of death claim under the policy.

The complaint is treated as closed accordingly

22. The attention of the Complainant and the Insurer is hereby invited to the following provisions of the insurance Ombudsman Rules 2017:

As per Rule 17(6) 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.

Place – Noida
Date- 31.05.2021

(C. S. PRASAD)
INSURANCE OMBUDSMAN
Western U.P. & Uttarakhand

**PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, STATE OF WESTERN U.P. AND UTTARAKHAND
UNDER INSURANCE OMBUDSMAN RULES 2017
OMBUDSMAN – SH. C.S.PRASAD
CASE OF SH. RAVISH CHANDRA V/S RELIANCE LIFE INSURANCE COMPANY LIMITED
COMPLAINT REF: NO: NOI-L-036-2021-0739**

AWARD NO:

1.	Name & Address of the Complainant	Sh. Ravish Chandra S/O Rajendra singh, Nagla Pancham Tilyani, Firozabad Uttar Pradesh-205151
2.	Policy No: Type of Policy Duration of policy/Policy period	51686894 Life Plan
3.	Name of the insured Name of the policyholder	Late Mrs. Shila Devi Late Mrs. Shila Devi
4.	Name of the insurer	Reliance Life Insurance Company Limited
5.	Date of Repudiation	NA
6.	Reason for repudiation	
7.	Date of receipt of the Complaint	21.1.2021
8.	Nature of complaint	Non Settlement of Death Claim
9.	Amount of Claim	Rs. 5 Lakh
10.	Date of Partial Settlement	NIL
11.	Amount of relief sought	Rs. 5 Lakh
12.	Complaint registered under IOB rules	13 .1.b
13.	Date of hearing/place	Online on 27.5.2021
14.	Representation at the hearing	
	a) For the Complainant	Self
	b) For the insurer	Ms. Priyanka Pritam, Legal manager
15.	Complaint how disposed	31.5.2021
16.	Date of Award/Order	Award

17) Brief Facts of case :- This complaint is filed by Sh. Ravish Chandra against the decision of Reliance life Insurance Company Limited relating to Non Settlement of Death Claim under policy number 51686894 issued on the life of his wife Late Mrs. Shiela Devi.

18) Cause of Complaint:- Non Settlement of Death Claim under policy.

a) Complainants argument :- The complainant stated that his wife had taken a policy on 8.6.2014 for sum assured of Rs. 5 Lakh from Reliance Life Insurance Company Limited. His wife died on 11.3.2015. The complainant has submitted all the claim forms to the insurer. The insurer has cancelled the policy and refunded him Rs.30102/- vide cheque which the complainant has not encashed till date. The insurer has neither settled death claim nor replied till date, hence he approached this forum for settlement of death claim.

b) Insurers' argument:- The insurer stated that policy named Reliance Child Plan having number 51686894 was issued on the life of Mrs. Shiela on 27.6.2014 on the basis of duly executed proposal form and half yearly premium amount of Rs.14774/-. Accordingly policy document along with copy of proposal form was dispatched at the mailing address of the complainant vide speed post on 28.6.2014. The insurer received death claim intimation on 4.3.2020 stating death of life assured on 11.3.2015 i.e. death within 9 months of issuance of policy. During investigation, it was found that the deceased was housewife and had no income of her own. As per underwriting guidelines, a woman with no source of income and no insurance in the name of her spouse can not avail present plan. The DLA had misrepresented her income and occupation at the time of proposal, hence an amount of Rs.30102/- was refunded to the complainant vide cheque number 318273 dated 9.9.2020 drawn on HDFC BANK.

19) Reason for Registration of Complaint: Scope of the Insurance Ombudsman Rules 2017.

20) The following documents were placed for perusal.

- a) Complaint Letter
- b) Repudiation Letter
- c) Policy Document
- d) SCN

21) Observations and Conclusion:- Both the parties appeared for on-line hearing on 31.5.2021. and reiterated their submissions. The complainant stated that his wife had taken a policy on 8.6.2014 for sum assured of Rs. 5 Lakh from Reliance Life Insurance Company Limited. His wife died on 11.3.2015. The complainant has submitted all the claim forms to the insurer. But the insurer has not settled the death claim.

The insurer received death claim intimation on 4.3.2020 stating death of life assured on 11.3.2015 i.e. death within 9 months of issuance of policy. During investigation, it was found that the deceased was a housewife and had no income of her own. The DLA had misrepresented her income and occupation at the time of proposal, hence death claim was repudiated on the basis of income and occupation.

It is observed from the records that the LA died after 9 months of inception of policy i.e. on 11.3.2015. The LA is shown in business, earning Rs.2 Lakh as per proposal. Whereas the insurer has repudiated the death claim on the ground of misrepresentation of income and occupation at the time of proposal. The insurer did not verify the income and occupation of the DLA at the time of underwriting/ acceptance of proposal. The policy issued is Child Plan and nominee is Ms. VISHUNA, the daughter of the DLA, aged 9 years at the time of proposal.

As per proposal form education of deceased is shown as below 10 th pass and age was admitted on the basis of ration card and address proof as voter card whereas ID proof as Ration card. Annual income is shown Rs.2 Lakh from business i.e. shop. Further, the agent Ms. Monika, code no. 127676 has verified the income proof in her confidential report as Life Style, and the agent was satisfied with the financial standing of the proposer. In reply to question No. 25 and 26 of proposal form, which is related to spouse name and details of insurance on spouse life, NA is written.

The insurer should have done the due diligence and checked the income, income proof [if they were not satisfied with the agent's certificate], and spouse insurance details at the time of underwriting of proposal. It is clear that the insurer failed to verify the particulars related to assessment of risk and issued policy, which is lapse on the part of insurer for which the insured should not be made to pay. It is grossly odd and unfair to raise these questions at the stage of claim payment, which raises doubt about the intention of the insurance company. Moreover, the annual premium amount of Rs.29548/ was not much which could not have been paid by the deceased [even it is conceded, though not accepted that she was a housewife.] by her own and family savings as the policy was meant for her daughter. Hence repudiation of death claim on the ground of misrepresentation of income and occupation is not justified. The insurance company is directed to make payment of death claim under the policy.

AWARD

Taking into account the facts and circumstances of the case and the submissions made by both the parties during the course of hearing, the insurance company is directed to make payment of death claim under the policy.

The complaint is treated as closed accordingly

22. The attention of the Complainant and the Insurer is hereby invited to the following provisions of the insurance Ombudsman Rules 2017:

As per Rule 17(6) 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.

**Place – Noida
Date- 31.05.2021**

**(C. S. PRASAD)
INSURANCE OMBUDSMAN
Western U.P. & Uttarakhand**

**PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, STATE OF WESTERN U.P. AND
UTTARAKHAND
UNDER INSURANCE OMBUDSMAN RULES 2017
OMBUDSMAN – SH. C.S.PRASAD
CASE OF SH. GAURAV V/S PNB MET LIFE INSURANCE COMPANY
COMPLAINT REF: NO: NOI-L-033-2021-0763**

AWARD NO:

1.	Name & Address of the Complainant	Sh. Gaurav S/O Late Sh. Ram Shankar Gayatri Nagar , Banda, Shahjahanpur Uttar Pradesh - 242042
2.	Policy No: Type of Policy Duration of policy/Policy period	23260013 Life Plan 20/10
3.	Name of the insured Name of the policyholder	Late Sh. Ram Shankar Late Sh. Ram Shankar
4.	Name of the insurer	PNB Met Life Insurance Company Limited
5.	Date of Repudiation	11.1.2021
6.	Reason for repudiation	Death prior to proposal
7.	Date of receipt of the Complaint	21.1.2021
8.	Nature of complaint	Repudiation of death claim
9.	Amount of Claim	Rs.8.24Lakh
10.	Date of Partial Settlement	NIL
11.	Amount of relief sought	Rs. 8.24 Lakh
12.	Complaint registered under IOB rules	13.1.b
13.	Date of hearing/place	Online on 27.5.2021
14.	Representation at the hearing	
	a) For the Complainant	Absent
	b) For the insurer	Mr. Arijit Basu
15	Complaint how disposed	DISMISSED
16	Date of Award/Order	31.05.2021

17)Brief Facts of case :- This complaint is filed by Sh. Gaurav against the decision of PNB Met Life Insurance Company Limited relating to repudiation of death claim under policy number 23260013 issued on the life of his father Late Sh. Ram Shankar.

18)Cause of Complaint:-

a)Complainants argument :- The complainant stated that his father had taken a policy on 24.03.2020 for sum assured of Rs 8.24Lakh from PNB Met Life Insurance Company Limited. His father died suddenly on 21.6.2020. The complainant has submitted all the claim forms on 21.10.2020. The insurer have repudiated payment of death claim on the ground that address mentioned in the proposal form was incorrect and not traceable.

b)Insurers' argument:- The insurer in the self contained note dated 21.5.2021 admitted of having issued the subject policy after receipt of the duly filled proposal forms and other documents. The insurer submitted that after having suspicious about the address of the insured due to return of undelivered policy, and the fact that a resident of Shahjahanpur in UP , signing

proposal form at Gurgaon, the insurer conducted a thorough investigation and found that the address given by the deceased life assured was incorrect. The risk suspension letter was issued on 27.8.2020 and was shared with the insured via email dated 31.8.2020 and the insured was asked to comply with certain requirements within 7 days failing which the policy was cancelled. The insurer received the death claim intimation on 21.10.2020 informing that the insured had died on 21.06.2020. The death claim was not entertained as the policy was cancelled ab-initio under section 45 of Insurance act.

19) Reason for Registration of Complaint: Scope of the Insurance Ombudsman Rules 2017.

20) The following documents were placed for perusal.

- a) Complaint Letter
- b) Repudiation Letter
- c) Policy Document
- d) SCN

21) Observations & conclusions: Online hearing was scheduled on 27.5.2021. Insurer attended the hearing but the complainant did not.

It is observed from the documents provided by the insurer and based on the circumstances of the case like death within 3 months of taking the policy, resident of Shahjahanpur, UP signing proposal at Gurgaon, return of policy document undelivered, the insurer has reasonable grounds for suspicion and suspending the risk and later cancelling the policy ab-initio as per Section 45 of the Insurance act.

Later it is revealed at our end that the complainant has the same mobile number which, another complainant of NOI-L-033-2021-0764 of a nearby location had given. The nature of complaint is also similar in both the cases. This definitely raises an alarm that a gang is operating who abusing the process of law to earn undue money. The insurance company may probe the matter deeply and contemplate filing a complaint to the police.

The complaint is dismissed.

Place – Noida
Date- 31.05.2021

(C. S. PRASAD)
INSURANCE OMBUDSMAN
Western U.P. & Uttarakhand

**PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, STATE OF WESTERN U.P. AND
UTTARAKHAND
UNDER INSURANCE OMBUDSMAN RULES 2017
OMBUDSMAN – SH. C.S.PRASAD
CASE OF SH. RAM AUTAR GAUTAM V/S LIFE INSURANCE CORPORATION
OF INDIA
COMPLAINT REF: NO: NOI-L-029- 2021 -0922**

AWARD NO:

1.	Name & Address of the Complainant	Sh. Ram Autar Gautam, S/O Late Kanha, Village Veerpur, Mohalla Bilauni Post – Ugpur , The. Sandila, Hardoi Uttar Pradesh- 241304 Mobile No. 09315083887
2.	Policy No: Type of Policy Duration of policy/Policy period	224413887 Life Plan 20
3.	Name of the insured Name of the policyholder	Late Mrs. Garima Devi Late Mrs. Garima Devi
4.	Name of the insurer	Life Insurance Corporation of India
5.	Date of Repudiation	NA
6.	Reason for repudiation	
7.	Date of receipt of the Complaint	25.2.2021
8.	Nature of complaint	Non – Settlement of Accidental Death Claim
9.	Amount of Claim	Rs.1 Lakh
10.	Date of Partial Settlement	Nil
11.	Amount of relief sought	Rs.1 Lakh
12.	Complaint registered under IOB rules	13.1.b
13.	Date of hearing/place	Online hearing on 20.05.21
14.	Representation at the hearing	
	a) For the Complainant	Absent
	b) For the insurer	Sh. Pawan Raj Mittal, AO
15.	Complaint how disposed	Award
16.	Date of Award/Order	31.5.2021

17) Brief Facts of case :- This complaint is filed by Ram Autar Gautam against the decision of Life Insurance Corporation of India relating to repudiation of accidental death claim under policy number 224413887 issued on the life of his wife Late Mrs. Garima Devi.

18) Cause of Complaint:-

a) Complainants argument :- The complainant stated that his wife had taken a policy number 224413887 from Life Insurance Corporation of India for sum assured of Rs.1 Lakh on 29.2.2012 under plan and term 179-20 . The complainant stated that his wife died in an

accident on 3.11.2019. The complainant has received death claim payment of RS.90000/-. The complainant has submitted all the claims forms for settlement of accidental claim benefit but till date he has not received accidental death claim payment .

b) Insurers' argument:- The policy number 224413887 was issued on the life of Late Garima Devi on 29.2.2012 under plan and term 179-20 for sum assured of Rs.1Lakh with accident benefit and LA died on 3.11.2019. As per claim form A and intimation received from the complainant, this was a case of killing after kidnapping of LA. Death claim for basic SA was settled on 27.1.2020. The cause of death is murder but the objective of murder is not mentioned in Police Final Report. As per exclusion clause of accident benefit, death due to act of immorality by LA is also excluded from payment of DAB. As per FIR, the policy holder was found dead below the flat of accused, and not at her own house or in a public place. Hence to rule out the possibility of planned murder or immorality involved in accident the Final Verdict from court is required for consideration of accident benefit.

19) Reason for Registration of Complaint: Scope of the Insurance Ombudsman Rules 2017.

20) The following documents were placed for perusal.

- a) Complaint Letter
- b) Repudiation Letter
- c) Policy Document
- d) SCN

21) Observations and Conclusion:- The online hearing was held on 20.5.2021. The insurer attended the hearing and reiterated their submissions. The complainant could not attend the hearing. The insurer submitted that the cause of death is kidnapping and murder but the objective of murder is not clear and also not mentioned in the police report.

It is observed from the records that the insurer has paid death claim for basic sum assured but the accidental claim benefit is pending due to non receipt of requirements from the complainant. The complainant has not submitted the court certified copies of FIR, PMR, Panchnama and FR/Charge Sheet till date. The policy conditions warrant that the exact cause of murder is ascertained to decide whether the murder was an accident. These documents are necessary to decide the exact cause of murder.

In view of above, the complaint is advised to send Final Verdict of court, for consideration of Accident Benefit by the insurer. The insurer shall settle the Payment of claim on receipt of Final Verdict of court. I see no reason to interfere with the decision of insurance company.

AWARD

Taking into account the facts and circumstances of the case and the submissions made by both the parties during the course of hearing, I find no reason to interfere with the decision of insurance company in the present situation.

The complaint is disposed off accordingly.

**Place – Noida
Date- 31.05.2021**

**(C. S. PRASAD)
INSURANCE OMBUDSMAN
Western U.P. & Uttarakhand**

**PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, STATE OF WESTERN U.P. AND
UTTARAKHAND
UNDER INSURANCE OMBUDSMAN RULES 2017
OMBUDSMAN – SH. C.S.PRASAD
CASE OF MRS. ANITA V/S PNB MET LIFE INSURANCE COMPANY
COMPLAINT REF: NO: NOI-L-033-2021-0751**

AWARD NO:

1.	Name & Address of the Complainant	Mrs.Anita W/O late Angrej Singh Beria Daulat, Bazpur Udhamsingh Nagar, Uttarakhand Pin 26240 09927398480
2.	Policy No: Type of Policy Duration of policy/Policy period	21564117 Life Plan 20/20
3.	Name of the insured Name of the policyholder	Late Sh. Angrej Singh Late Sh. Angrej Singh
4.	Name of the insurer	PNB Met Life Insurance Company Limited
5.	Date of Repudiation	9.1.2021
6.	Reason for repudiation	Death Prior to Proposal
7.	Date of receipt of the Complaint	15.1.2021
8.	Nature of complaint	Repudiation of Death Claim
9.	Amount of Claim	Rs.9.10 Lakh
10.	Date of Partial Settlement	-----NIL-----
11.	Amount of relief sought	Rs.9.10 Lakh
12.	Complaint registered under IOB rules	13.1.b
13.	Date of hearing/place	Online on 27.5.2021
14.	Representation at the hearing	
	a) For the Complainant	Self
	b) For the insurer	Sh. Arijit Basu, Manager Legal
15	Complaint how disposed	Dismissed
16	Date of Award/Order	31.5.2021

17) Brief Facts of case :- This complaint is filed by Mrs. Anita against the decision of PNB Met Life Insurance Company Limited relating to repudiation of death claim under policy number 21564117 issued on the life of her husband.

18) Cause of Complaint:- Repudiation of Death Claim under the policy.

Complainants argument :- The complainant stated that her husband Late Sh. Angrej Singh had taken policy number 21564117 on his own life on 23.4.2015 for sum assured of Rs.9.10 Lakh. Her husband died suddenly on 20.8.2005 at home. The complainant filed the death claim with the insurer. The insurer has repudiated payment of death claim on the ground that the life assured had expired before the proposal.

Insurers' argument:- The insurer in their SCN stated that Late Sh. Angrej Singh, deceased life assured after completely understanding the terms and conditions of our product had voluntarily applied for policy bearing number 21564117 by filling up the proposal form on annual payment of premium of Rs.19606 /- for sum assured of Rs.9.10 lakh. On the basis of proposal form along with initial premium policy was issued on 23.4.2015 .The insurer received the death intimation under the policy on 20.8.2015 i.e. death of the assured within 4 months of taking the policy.

The Investigation service was appointed to investigate the claim lodged by the complainant. The said investigator found that the DLA had already died prior to issuance of the policy and the complainant / nominee fraudulently obtained the policy.As such insurer is not liable to pay death claim as per terms and conditions of policy.The death claim was rejected vide letter dated28.2.2019 and the same was communicated to the complainant.

19) Reason for Registration of Complaint: Scope of the Insurance Ombudsman Rules 2017.

20) The following documents were placed for perusal.

- a) Complaint Letter
- b) Repudiation Letter
- c) Policy Document
- d) SCN

21) Observations and Conclusion:- On line hearing in the case was fixed on27.5.2021. Both the complainant and insurer attended the hearing and reiterated their submissions. The complainant submitted that the insurer has repudiated payment of death claim on false grounds. The insurer submitted that DLA died prior to issuance of policy. The complainant has submitted claim forms after 4 years of issuance of policy.

The insurer submitted that some scamsters had taken the policy fraudulently. During the investigation, it was revealed that the insured had died prior to the issue of the policy. It also came on record that some criminal & scamsters are working in the market who are taking policies in the name of non-existent persons. Therefore, the company has decided to file police complaint in the captioned matter

I observe that the insurance company has repudiated the claim on the basis of reasonable doubts. The insurance company confirmed that they have filed a police complaint against the complainant. In view of matter being investigated and dealt with by police authorities, the present complaint is dismissed.

AWARD

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

The complaint is disposed off accordingly.

**Place – Noida
Date- 31.05.2021**

**(C. S. PRASAD)
INSURANCE OMBUDSMAN
Western U.P. & Uttarakhand**

**PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, STATE OF WESTERN U.P. AND
UTTARAKHAND
UNDER INSURANCE OMBUDSMAN RULES 2017
OMBUDSMAN – SH. C.S.PRASAD
CASE OF MRS. MAYA DEVI V/S PNB MET LIFE INSURANCE COMPANY
COMPLAINT REF: NO: NOI-L-033-2021-0764**

AWARD NO:

1.	Name & Address of the Complainant	Mrs. Maya Devi W/ O Late Sh. Suresh Chandra Shyam Patti, D Ghanshyam, Shahjahanpur Powayan, Uttar Pradesh Pin-242042
2.	Policy No: Type of Policy Duration of policy/Policy period	23361142 Life Plan 38/38
3.	Name of the insured Name of the policyholder	Late Sh. Suresh Chandra Late Sh. Suresh Chandra
4.	Name of the insurer	PNB Met Life Insurance Company Limited
5.	Date of Repudiation	4.1.2021
6.	Reason for repudiation	Death Prior to Proposal
7.	Date of receipt of the Complaint	21.1.2021
8.	Nature of complaint	Repudiation of Death Claim
9.	Amount of Claim	Rs. Lakh
10.	Date of Partial Settlement	-----NIL-----
11.	Amount of relief sought	Rs. Lakh
12.	Complaint registered under IOB rules	13.1.b
13.	Date of hearing/place	Online on 27.5.2021
14.	Representation at the hearing	
	a) For the Complainant	ABSENT
	b) For the insurer	Mr.Arijit Basu
15	Complaint how disposed	Dismissed
16	Date of Award/Order	31.5.2021

17)Brief Facts of case :- This complaint is filed by Mrs. Maya Devi against the decision of PNB Met Life Insurance Company Limited relating to repudiation of death claim under policy number 23361142 issued on the life of her husband Late Sh. Suresh Chandra.

18)Cause of Complaint:-

a)Complainants argument. :- The complainant stated that her husband Late Sh. Suresh Chandra had taken policy number 23361142 on his own life on 6.7.2020 for sum assured of Rs.15 lakh. Her husband died suddenly on 5.9.2020 at home .The complainant being the nominee filed the death claim with the insurer. The insurer has repudiated payment of death claim on the ground that the life assured had expired before the proposal.

b)Insurers' argument:- The insurer in their SCN stated that Late Sh. Suresh Chandra deceased life assured after completely understanding the terms and conditions of our product had voluntarily applied for policy bearing number 23361142 by filling up the proposal form on 6.7.2020 with annual payment of premium of Rs13398/-for sum assured of Rs15 lakh. On the basis of proposal form along with initial premium policy was issued on29.7.2020. Insurer, after observing certain discrepancies in the proposal form, issued a risk suspension letter dated 15.10.2020 by which the life assured was given 7 days time to clarify. In absence of any clarification, the company went ahead with the cancellation of policy ab-initio as informed in the letter dated 15.10.2020, on 28.10.2020. The insurer received the death intimation under the policy on 26.10.2020 that the insured had died on 05.9.2020 i.e. death of the assured within 2 months of taking the policy. The papers submitted with the claim forms confirmed the doubts of the insurer as documents pertaining to the Insured like PAN card, Aadhar card, submitted at the time of proposal and death claim were not identical. The complaint needs to be dismissed.

19) Reason for Registration of Complaint: Scope of the Insurance Ombudsman Rules 2017.

20) The following documents were placed for perusal.

- a) Complaint Letter
- b) Repudiation Letter
- c) Policy Document
- d) SCN

21) Observations & conclusion;- Online hearing was scheduled on 27.5.2021. Insurer attended the hearing but the complainant did not.

It is observed from the documents provided by the insurer and circumstances of the case like death within 2 months of taking the policy, resident of Shahjahanpur, UP signing proposal at Gurgaon, deceased having two different Aadhar cards of same number, different occupation in death claim form and the proposal form, the insurer has reasonable grounds for suspicion and suspending the risk and later cancelling the policy ab-initio as per Section 45 of the Insurance act.

Later it is revealed at our end that the complainant has the same mobile number which, another complainant of NOI-L-033-2021-0763 of a nearby location has given , and the nature of complaint is also similar. This definitely raises an alarm that a gang is operating who abusing the process of law to earn undue money. The insurance company may probe the matter deeply and contemplate filing a complaint to the police.

The complaint is dismissed.

**Place – Noida
Date- 31.05.2021**

**(C. S. PRASAD)
INSURANCE OMBUDSMAN
Western U.P. & Uttarakhand**

**PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, STATE OF WESTERN U.P. AND
UTTARAKHAND
UNDER INSURANCE OMBUDSMAN RULES 2017
OMBUDSMAN – SH. C.S.PRASAD
CASE OF SMT. NEETU GUPTA V/ S LIFE INSURANCE CORPORATION OF
INDIA
COMPLAINT REF: NO: NOI-L-029 – 2021-0800**

AWARD NO:

1.	Name & Address of the Complainant	Smt. Neetu Gupta W/O Late Sushil Kumar Mohalla - Ibrahimganj Chibramau, Kannauj, Uttar Pradesh Pin 209721
2.	Policy No: Type of Policy Duration of policy/Policy period	238687725 Life Plan 21/5
3.	Name of the insured Name of the policyholder	Late Sh. Sushil Kumar Late Sh. Sushil Kumar
4.	Name of the insurer	Life Insurance Corporation of India
5.	Date of Repudiation	23.10.2020
6.	Reason for repudiation	Non Disclosure of Material facts of illness
7.	Date of receipt of the Complaint	2.2.2021
8.	Nature of complaint	Repudiation of Accidental Death Claim
9.	Amount of Claim	Rs.5 Lakh
10.	Date of Partial Settlement	NIL
11.	Amount of relief sought	Rs. 5 Lakh
12.	Complaint registered under IOB rules	13.1.b
13.	Date of hearing/place	Online on 20.5.2021
14.	Representation at the hearing	
	a) For the Complainant	Self
	b) For the insurer	Mr.S. K. Gautam
15	Complaint how disposed	Award
16	Date of Award/Order	31.5.2021

17)Brief Facts of case :- This complaint is filed by Smt. Neetu Gupta against the decision of Life Insurance Corporation of India relating to repudiation of Accidental Death Claim under the policy number 238687725 issued on the life of her husband Late Sh. Sushil Kumar.

18)Cause of Complaint:-

a)Complainants argument:- The complainant stated that her husband had taken a policy number 238687725 from LIC of India on 31.7.2017 under plan term 836-21-15 on yearly mode of payment of premium of Rs.28175/- She further stated that her husband was shot dead by some unknown person on 29.1.2019 when he was returning to home after his duty.The complainant had submitted all the claim document to the insurer . The insurer has made

payment of death claim for sum assured of Rs.5 Lakh but accidental death claim benefit has been repudiated.

b) Insurers' argument:- The insurer stated that a policy number 238687725 was issued on the life of Sh. Sushil Kumar on 31.7.2017 under plan term 836-21-15 on yearly mode of payment of premium of Rs.28175 /-.The life assured was shot dead by some unknown person on 29.1.2019. The insurer has made payment of death claim of Rs.5 Lakh under the policy. As per police report cause of death is MURDER by unknown person. As per terms and conditions of policy accidental death claim is not payable in case of death due to murder. Hence accidental death claim payment was repudiated .

19) Reason for Registration of Complaint: Scope of the Insurance Ombudsman Rules 2017.

20) The following documents were placed for perusal.

- a) Complaint Letter
- b) Repudiation Letter
- c) Policy Document
- d) SCN

Observations and conclusions: Both the parties attended the online hearing on 20.5.2021. The complainant is aggrieved because of non-payment of accidental benefit under the subject policy taken on the life of her husband. The Insurer has held that the life assured under the policy was murdered, and murder is not regarded as an accident. The insurer submitted the copy of police final report in this regard.

It is observed from the oral and written submissions of both the parties and the police final report which proved the charges of murder against the accused. Reliance is placed on the decision of National Consumer Dispute Redressal Commission in case of Chinthareddy Vijayamma V/S LIC of India wherein, the Honorable Court had enunciated the situation and circumstances where under the accidental benefit could be paid in case of murder. The Court in the said case had observed that if the cause of murder or act of murder was not pre-planned and the same was caused in furtherance of any other felonious act then such murder is an accidental murder. The present dispute is examined in the light of the above decision. , The central issue linked with the admissibility of the claim is whether it is a case of accidental murder or murder simplicitor. In the instant case, the police final report conclusively proves that the accused murdered the deceased life assured, so it cannot be regarded as an accident. The insurer has rightly repudiated the accidental claim. There is no need to interfere with its decision.

The Complaint is dismissed.

**Place – Noida
Date- 31.05.2021
OMBUDSMAN**

**(C. S. PRASAD)
INSURANCE**

Western U.P. & Uttarakhand

**PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, STATE OF WESTERN U.P. AND
UTTARAKHAND
UNDER INSURANCE OMBUDSMAN RULES 2017
OMBUDSMAN – SH. C.S.PRASAD
CASE OF SMT. PAVITRA DEVI V/S LIFE INSURANCE CORPORATION OF
INDIA
COMPLAINT REF: NO: NOI-L-029-2021-0859**

AWARD NO:

1.	Name & Address of the Complainant	Smt. Pavitra Devi W/O Late Sh. Har Prasad Sharma Village and Post Govindpur, Fagoi Aligarh, Uttar Pradesh Pin-202002
2.	Policy No: Type of Policy Duration of policy/Policy period	565413645 Life Plan
3.	Name of the insured Name of the policyholder	Late Sh. Hari Prasad Sharma Late Sh. Hari Prasad Sharma
4.	Name of the insurer	Life Insurance Corporation of India
5.	Date of Repudiation	17.10.2020
6.	Reason for repudiation	Misrepresentation of Age
7.	Date of receipt of the Complaint	4.3.2021
8.	Nature of complaint	Repudiation of Death Claim
9.	Amount of Claim	Rs.2.30 Lakh
10.	Date of Partial Settlement	NIL
11.	Amount of relief sought	Rs. 2.30 Lakh
12.	Complaint registered under IOB rules	13 (1) (b)
13.	Date of hearing/place	On Line Hearing on 20.5.2021
14.	Representation at the hearing	
	a) For the Complainant	Absent
	b) For the insurer	Sh. Sushil Sharma, AO
15.	Complaint how disposed	Award
16.	Date of Award/Order	31.5.2021

17) Brief Facts of case :- This complaint is filed by Smt. Pavitra Devi against the decision of LIC of India relating to repudiation of death claim under policy number 565413645 issued on the life of her husband Late Sh. Hari Prasad Sharma.

18) Cause of Complaint:- Repudiation of Death Claim of the policy.

Complainants argument :- The complainant stated that her husband Late Sh. Hari Prasad Sharma had taken a policy number 565413645 from LIC of India for sum assured of Rs.2.30 Lakh on 28.5.2017. Her husband died on 22.2.2019. The complainant has submitted all the relevant claim forms to the insurer for the settlement of death claim. The insurer had repudiated payment of death claim on the ground of pre existing disease on 13.5.2020.

Insurers' argument:- The insurer stated that policy number 565413645 was issued on the life of late Sh. Hari Prasad Sharma on the basis of school certificate at the age of 49 years i.e

22.7.1968 . As per treatment papers of DR. Navneet Maheshwari and others at Aligarh, his age was 70 years whereas as per Dev Hospital his age was 75 years. His oldest son is 1.1.1972. The difference between Father and Son age is only 3.5 years which is not possible. As per Parivar Register his year of birth is 1944. As per Aadhar Card his DOB is 1.1.1946 and accordingly age comes 71 years. At the age of 71 years policy cannot be issued. Therefore death claim was repudiated on the basis of mis-representation of age .

19) Reason for Registration of Complaint: Scope of the Insurance Ombudsman Rules 2017.

20) The following documents were placed for perusal.

- a) Complaint Letter
- b) Repudiation Letter
- c) Policy Document
- d) SCN

21) Observations and Conclusion:- On line hearing in the case was held on 20.5.2021. The complainant could not attend the hearing. The insurer attended the hearing and reiterated their submissions.

The insurer submitted that LA died on 22.2.2019 i.e. after 1 year and 9 months of inception of policy. The immediate cause of death was Cardio Pulmonary failure. The policy was issued on the basis of school certificate at the age of 49 year and date of Birth was shown as 22.7.1968. Since the claim was early, it was investigated. During investigation, it is found that there is misrepresentation of age as the treatment papers show age of the deceased as 75 years. The family could not produce any proof related to age of the deceased.

It is observed from the records that the deceased took policy on 28.5.2017 at the age of 48 years and died on 22.2.2019 i.e. after 1 year and 9 months of inception of policy. As per treatment papers of DR. Navneet Maheshwari and others at Aligarh, deceased age was 70 years whereas as per Dev Hospital his age was 75 years. As per Aadhar Card deceased DOB is 1.1.1946 and accordingly age comes 71 years. At the age of 71 years policy can not be issued. Therefore death claim was correctly repudiated by the insurer on the basis of mis-representation of age. I find no reason to interfere with the decision of insurance company.

AWARD

Taking into account the facts and circumstances of the case and the submissions made by both the parties during the course of hearing, I find no reason to interfere with the decision of insurance company.

The complaint is disposed off accordingly.

**Place – Noida
Date- 31.05.2021
OMBUDSMAN**

**(C. S. PRASAD)
INSURANCE**

Western U.P. & Uttarakhand

**PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, STATE OF WESTERN U.P. AND
UTTARAKHAND
UNDER INSURANCE OMBUDSMAN RULES 2017
OMBUDSMAN – SH. C.S.PRASAD
CASE OF SMT. KAMLESH DEVI V/S LIFE INSURANCE CORPORATION OF
INDIA
COMPLAINT REF: NO: NOI-L-029-2021-0947**

AWARD NO:

1.	Name & Address of the Complainant	Smt. Kamlesh Devi W/O Late Sh. Tilak Ram H.NO. 171, Golabadh, Rohta Road Post Ghantaghar, Meerut , Uttar Pradesh Pin --250002
2.	Policy No: Type of Policy Duration of policy/Policy period	258593131 Life Plan
3.	Name of the insured Name of the policyholder	Late Sh. Tilak Ram Late Sh. Tilak Ram
4.	Name of the insurer	Life Insurance Corporation of India
5.	Date of Repudiation	3.12.2020
6.	Reason for repudiation	Non-Disclosure of material fact of previous illness
7.	Date of receipt of the Complaint	8.3.2021
8.	Nature of complaint	Repudiation of Death Claim
9.	Amount of Claim	Rs.2 Lakh
10.	Date of Partial Settlement	NIL
11.	Amount of relief sought	Rs.2 Lakh
12.	Complaint registered under IOB rules	13 (1) (b)
13.	Date of hearing/place	Oniine Hearing on 27.5.2021
14.	Representation at the hearing	
	a) For the Complainant	ABSENT
	b) For the insurer	Mr. Gaurav Chowdhary
15.	Complaint how disposed	AWARD
16.	Date of Award/Order	31.5.2021

17)Brief Facts of case :- This complaint is filed by Smt. Kamlesh Devi against the decision of LIC of India relating to repudiation of death claim under policy number 258593131 issued on the life of her husband Late Sh. Tilak Ram.

18)Cause of Complaint:-

Complainants argument :- The complainant stated that her husband Late Sh. Tilak Ram had taken a policy number 258593131 from LIC of India for sum assured of Rs. 2 Lakh on 22.3.2017. Her husband died on 20.12.2017. The complainant has submitted all the relevant claim forms to the insurer for the settlement of death claim. The insurer had repudiated payment of death claim on the ground of pre-existing disease on 20.1.2020.

Insurers' argument:- The insurer stated that in their SCN dated 9.4.2021 policy number was issued 258593131 on the life of Sh. Tilak Ram on 22.3.2017 at the age of 54 years for sum assured of Rs.2 Lakh. The LA died on 20.12.2017 i.e. within 9 months of inception of policy. During investigation, it was found that LA was admitted to G.B. Pant Hospital, New Delhi on 19.12.2017 and died on 20.12.2017. As per claim form 3816- Certificate of hospital treatment filled by the doctor of G.B. Pant Hospital, New Delhi the life assured was suffering from HYPERTENSION from 10 years which was reported by his relatives and was ascertained from old hospital records. The primary cause of death was CVA. The cause of death is directly related with HTN. The discharge summary of Mimhans hospital confirms that LA was admitted to the hospital on 30.11.2017 due to Acute Stroke. The LA did not disclose HTN at the time of taking the policy and has replied in negative to questions related to the health. Hence death claim payment was repudiated on the ground of concealment of facts regarding health.

19) Reason for Registration of Complaint: Scope of the Insurance Ombudsman Rules 2017.

20) The following documents were placed for perusal.

- a) Complaint Letter
- b) Repudiation Letter
- c) Policy Document
- d) SCN

21) Observations and Conclusion:- On line hearing in the case was held on 20.5.2021. The insurer appeared for on line hearing and reiterated their submissions. The complainant could not attend the hearing.

The insurer submitted that the life assured died on 20.12.2017 i.e. after 9 month of inception of policy. Further, the insurer submitted that as per claim form 3816- Certificate of hospital treatment filled by the doctor of G.B. Pant Hospital, New Delhi, the life assured was suffering from HYPERTENSION for 10 years which was reported by his relatives and was ascertained from old hospital records. The primary cause of death was CVA. The cause of death is directly related to HTN.

It is observed from the records that policy was issued on the basis of Medical Report which was found proper by the insurer to grant insurance. As per Employer certificate, DLA did not avail any leave before inception of policy on medical ground. The insurer has repudiated the claim on the basis of Claim Form B, wherein, HTN is mentioned for 10 years which was reported by the relatives of the deceased. The treating doctor has not mentioned history of HTN. The insurer failed to produce cogent proof to support their allegation of PED. The Investigating Officer has not mentioned any adverse remark in his report.

The insurer has not submitted any evidence regarding Hypertension prior to inception of policy and that the deceased was aware of it prior to taking the policy. So the mensrea is not proved. In the absence of evidence, insurer is directed to make payment of death claim under the policy.

AWARD

Taking into account the facts and circumstances of the case and the submissions made by both the parties during the course of hearing, the insurer is directed to make payment of death claim under the policy

The complaint is disposed off accordingly.

22. The attention of the Complainant and the Insurer is hereby invited to the following provisions of the insurance Ombudsman Rules 2017:

As per Rule 17(6) 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.

Place – Noida
Date- 31.05.2021

(C. S. PRASAD)
INSURANCE OMBUDSMAN
Western U.P. & Uttarakhand

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, PUNE
(STATE OF MAHARASHTRA EXCEPT MUMBAI METRO)
UNDER SECTION 16(1)/17 OF THE INSURANCE OMBUDSMAN RULES-2017
OMBUDSMAN–VINAY SAH
Case of Smt Meera K Sable v/s Life Insurance Corporation of India
COMPLAINT NO: PUNE-L-029-2021-0114
Award No: IO/PUN/A/LI/ /2021-22

1	Name /Address of Complainant	Smt. Meera K Sable / Manivali, Dist Thane
2	Policy No. / Type of Policy	882231078 / JeevanAnand
3	Date of commencement / FPR Date of proposal PT/PPT / Mode / FUP Premium / SA	28.05.2013 / 31.05.2013 29.05.2013 69-28 / Mly SSS / 02-2015(3 gaps) Rs. 2655/- / Rs. 8,50,000/-
4	Date of Death Duration from FPR	30.01.2015 1 year 8mths
5	Insurance Intermediary	Individual Agent
6	Name of Insured Age Name of Policy holder	Sri. Keshav H Sable(Deceased) 31yrs Sri. Keshav H Sable
7	Name of Insurer	LIC of India
8	Nature of Complaint	Death claim Repudiation
9	Relief sought	Claim settlement

10	Date of repudiation by RI Reason for Repudiation	31.03.2018 Suppression of material facts
11	Date of receipt of Complaint to OIO	16.09.2020

A hearing was conducted on **06.05.2021** through video conferencing. During the hearing Smt. Meera Sable (hereinafter referred to as the complainant) and Mrs. Manasi Sarpotdar, the representative of Life Insurance Corporation of India (hereinafter referred to as Respondent Insurer-RI) reiterated their earlier submissions.

- The complainant Smt. Meera K Sabale is wife of Late Keshav H Sable, Deceased LA (hereinafter referred to as DLA) and the nominee under the policy 882231078.
- DLA had purchased policy bearing no. 882231078 with DOC 28.05.2013 and DOC of risk 31.05.2013 from RI with Mly SSS premium of Rs. 2655/-. The premiums were paid upto Feb. 2015 (policy had 3 intermittent gaps premiums -07/2014, 11/2014 & 12/2014).
- Mr. Keshav H Sable died on 30.01.2015 within 1 year 8 months from date of commencement of risk 31.05.2013 due to Chest pain with Encephalopathy due to Hepatitis.
- The death claim submitted by the complainant was repudiated by RI due to non-disclosure of illness prior to the date of proposal. Hence the complainant, being nominee under the policy has approached the forum for relief.
- Being an early claim under the policy in contention, investigation was done by RI.
- During investigation, it was found that the Deceased LA, who was employed with MTNL, was suffering from chest pain, Pleural Effusion & Koch's and hospitalized in Shree Samarth Hospital, Kalyan from 19.03.2013 up to 22.03.2013.
- During the investigation, it was further revealed that DLA was a chronic alcoholic and tobacco chewer. As per the IPD case papers of DLA collected from Shree Samarth Hospital, Kalyan, LA had undergone certain pathological tests. The X-ray chest report dated 29.03.2013 indicated that DLA was suffering from Right Pleural effusion. It is also revealed from the medical treatment papers dated 22.03.2013 of Shree Samarth Hospital that DLA was admitted with the complaints of cough with breathlessness and chest pain.
- The company's Medical referee had also opined that DLA had not disclosed Tubercular Pleural Effusion and treatment with AKT. Had the said ailment been disclosed in the proposal form, the proposal would have been decided with Extra **Premium for Pulmonary koch's** and the case would have been referred to higher authority (Zonal Office)
- The abovementioned history of illness and treatment taken goes prior to the date of proposal 29.05.2013 and was not disclosed in the concerned questions in the proposal form while opting for the insurance.
- The claim under the policy in contention was received by RI on 07.11.2017 and **repudiated on 31.03.2018** by RI on grounds of suppression of material facts with active concealment under the policy in contention and the same was intimated to the complainant vide letter dated 13.04.2018. The decision of repudiation was also upheld by GRO- Zonal Office and the same was also communicated to the complainant on 11.10.2019.
- Forum notes that as per the above evidence submitted by RI, it is evident that DLA was **suffering from chest pain, pleural Effusion, koch's** since March 2013 and taken treatment at Shree Samarth Hospital, Kalyan for the same. The medical history of the

said illnesses as also treatment taken for same is prior to the date of proposal under the policy, was not disclosed by DLA in the proposal form dated 29.05.2013 while opting for insurance under the policy. This suppression of medical material facts by DLA had a bearing on the assessment and acceptance of Risk by RI under the policy at the time of issuing it.

- Forum further notes from the mail sent by RI on 28.05.2021 that the policy bearing no. 882231078 was in lapsed status as on date of death of the Life assured.

In view of all above, forum observes that the claim was repudiated on the grounds of suppression of past medical history in the proposal form while opting for the insurance under the policy. Also the policy was not in force as on date of death as submitted by RI and in any case not eligible for consideration of claim.

Award follows:

AWARD
Taking in to account the facts and circumstances of the case and submissions made by both the parties, the forum does not find substance in the complaint.
As such the complaint is dismissed.

Dated at Pune, on 31.05.2021

**VINAY SAH
INSURANCE OMBUDSMAN, PUNE**

**PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, PUNE
(STATE OF MAHARASHTRA EXCEPT MUMBAI METRO)
UNDER SECTION 16(1)/17 OF THE INSURANCE OMBUDSMAN RULES-2017
OMBUDSMAN-VINAY SAH
CASE OF Shri Pradeep Swain V/S Pramerica Life Insurance Co Ltd
COMPLAINT NO: PUN-L-013-2021-0082
Award No : IO/PUN/A/LI/ /2021-2022**

1	Name & Address of Complainant	Mr. Pradeep Swain / Kalyan
2	Policy Cert No./Master policy no Master policy holder Type of Policy	GC000006P441600 / GC000006 DHFC Ltd DHFL PramericaGroup Credit Life Plan
3	Date of Proposal Date of commencement Mode / Term DOD Duration	20.06.2017 /20.06.2017 20.06.2017 Single / 15 years 08.01.2019 1 Y6M19D
4	Premium / SA	Rs.23539/Rs. 841302
5	Name of Life insured, Age	Late Shri Dilip Kumar Swain,33 years
6	Name of Insurer	DHFL Pramerica Life Insurance Co Ltd
7	Nature of Complainant	Death claim Repudiated
8	Relief sought	Settlement of Death claim

9	Date of rejection by RI Date of complaint to OIO	30.07.2019, 02.09.2019 10.08.2020,
10	Reason for Rejection	Non disclosure of pre existing disease

- A hearing was conducted on **23.03.2021** through video conferencing both the complainant Shri Pradeep Swain and RI's representative Shri Sahil Mahajan reiterated their earlier submissions.
- Shri Pradeep Swain is the brother of deceased life assured and nominee under policy bearing Certificate no.GC000006P441600 for total SA Rs.841302/-with a single premium of Rs.23539.21/-for a policy term 15 years.The policy was taken as a security against Loan against property taken by complainant
- The DLA died on 08.01.2019 due to cardio respiratory arrest due to acute Anterolateral Wall Myocardial infarction. The complainant submitted the claim to the Respondent Insurer,DHFL Pramerica Life Insurance.Theclaim under the policy was repudiated by RI on 30.07.2019 due to non-disclosure of previous disease and the treatment taken thereof, Hence he approached Forum for redressal.
- Being an early claim investigation was conducted by RI where it was revealed that as per Discharge summary of Kaushalya Medical Foundation Trust Hospital,Thane,DLA was admitted in the said Hospital from 09.03.2018 to 19.03.2018 and was diagnosed as case of advanced CA Rectum Re since 2016 Exploratory Laparotomy done 02.05.2016 and Colostomy closure done on 04.10.2016.
- "The RI has submitted to the Forum copies of the above documents as evidence where it was clearly mentioned that the DLA was hospitalized prior to date of proposal dated 20.06.2017 to the forum.
- RI had repudiated the claim made by the complainant on grounds of non-disclosure of medical material facts by the DLA in the Application form dated 20.06.2017 The Application form is to be filled furnishing all material information required by the insurer to decide whether to accept or decline, to undertake the risk, and in the event of acceptance of the risks, to determine the rates, terms and conditions of a cover to be granted and the proposer is obliged to disclose it while answering questions in the proposal form.Late Shri Dilip Kumar Swain was suffering from Carcinoma Rectum with Exploratory Laparotomy done prior to coverage commencement date and this vital information was not disclosed by him.
- RI has further informed that premium paid including taxes of Rs.24153/-have been refunded to Master policy holder DHFL towards full and final settlement of claim for policy no: GC000006P441600.
- RI representative maintained their stand that they have acted as per terms and conditions.
- Forum observes that from the copy of Discharge Summary of Kausalya Hospital for 09.03.2018 to 19.03.2018 it is evident that DLA was suffering from CA Rectum recurrent and Rectum Exploratory Laparotomy done prior to the date of proposal and same was not disclosed by DLA in the Application form dated 20.06.2017 which had a bearing on the assessment and acceptance of Risk under the policy by the RI. Forum further observes that Insurance contract is based on the principle of "Uberrima fides" i.e., utmost good faith and by suppression of material facts by DLA the principal is violated and the underwriter's decision is affected. The Forum does not find any substance in the complaint.

Award follows,

AWARD

Taking into account the facts and circumstances of the case and submissions made by both the parties during the course of hearing, the Forum opines that the RI has acted according to the terms and conditions of the policy contract in the terms of repudiation of claim under the policy and does not merit any intervention of the Forum.

As such the Complaint is dismissed.

Dated at Pune, 21.05.2021

VINAY SAH
INSURANCE OMBUDSMAN, PUNE
PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, PUNE
(STATE OF MAHARASHTRA EXCEPT MUMBAI METRO)
(UNDER RULE NO: 16(1) /17 of THE INSURANCE OMBUDSMAN RULES, 2017)
OMBUDSMAN - VINAY SAH
Case of SmtSushmaYangad V/S L I C of India
Complaint No: PUN-L-029-2021-0079
Award No:IO/PUN/A/LI/ /2021-2022

1.	Name & Address of the Complainant:	SmtSushmaYangad , Yavatmal
2.	Policy No Type of Policy:	825587320 , New JeevanAnand
3.	Dt of Com./Mode / Term / Prem	15.05.2017 Hly 20-20 Rs.3052/-
4.	Sum Assured	Rs.100000/-
5.	Date of Death Duration of policy	02.06.2018 1Y0M18D
6.	Name of the Prop LA	ShriNiteshYangad (decd.)
7.	Name of the Insurer:	L I C Of India
8.	Nature of complaint:	Repudiation of death Claim
9.	Relief sought:	Sum Assured plus Bonus
10.	Date of Refusal by RI	12.03.2019
11.	Date of receipt of the Complaint at OIO:	13.08.2020

An online hearing was held on **18.05.2021** through video conferencing, where Smt. SushmaYangad (hereafter referred to as the complainant) and Mr.Milind Deshpande, representative of LIC of India (hereafter referred to as the RI- Respondent Insurer), reiterated their earlier submissions.

- The complainant is the wife of Late Mr.NiteshYangad (hereafter referred to as DLA) and nominee under the policy bearing no.825587320.
- The complainant's husband had purchased a policy with commencement date15.05.2017 and a half yearly premium of Rs.3052/- having a sum assured of Rs.100000/-.
- The DLA expired on 02.06.2018 at Govt.Medical Hospital, Yavatmalwith primary cause of Respiratory failure with CRA and secondary cause Acute myeloidleukaemia.
- The complainant submitted the claim paper to the RI's Digras Branch office and the same was repudiated by RI on the grounds that the DLA had a medical history prior to the proposal date.
- The complainant has claimed that her husband was a labourer and had never taken any medical treatment prior to the proposal date.
- The complainant has also stated that DLA suffered from high fever in April 2018 but tests could not be conducted as advised by the doctor due to financial constraint.

- The DLA was later admitted to Govt. Medical Hospital on local doctor's advice as the DLA was unable to walk on his own.
- The complainant has approached the Forum and requested to consider her claim on humanitarian grounds as she has four children to take care of and other family liabilities to be met with.

The RI, in its SCN and during the hearing has submitted that:

- The policy was issued under LIC's New JeevanAnand Plan and term 815-20.
- The DLA had purchased the plan on 15.05.2017 by signing proposal form, accepted all the terms and conditions of the policy.
- The LA died on 02.06.2018. Being an early claim as the duration of the policy was one year, RI investigated the same as per the provisions of Insurance Act, 1938, which revealed that the answers given in proposal form Que.11- Personal History, at the inception were false. The DLA had answered "No" to all personal health questions where it was asked whether he was suffering from any disease or previously hospitalised.
- As per Claim form-B(Medical attendant's Certificate received from Shri V.G.Govt. Medical College, Yavatmal mentions that the diseased life assured was suffering from Acute Myeloid Leukaemia for 3-5 years.
- The RI repudiated the claim on 12.03.2019 on grounds of suppression of material facts.
- In response to representation by claimant, ZO-CDRC had examined the facts and on 24.09.2019 upheld the decision to repudiate the claim, but refund of premiums paid on ex-gratia basis.
- Accordingly the RI has refunded the premiums paid Rs.9156/- to claimant Smt.SushamaNiteshYangad on 15.01.2020 through NEFT to A/C no.37768556314, which is correct.

The Forum observes that the RI's decision to repudiate the claim under the subject policy is based solely on the reply given to Question no.4 in Claim form-B(Medical attendant's certificate) obtained by RI wherein it is mentioned that the DLA was suffering from Acute Myeloid Leukaemia for 3-5 years. The question itself is self contained and limited and does not prove that the DLA was suffering from the illness and taking treatment.

The RI has not produced any documentary evidence like treatment papers, discharge summary or any test reports in support of the fact that the DLA was having a medical history of AML and was taking treatment for the same prior to date of proposal which was 15.05.2017.

The Forum further observes that it is possible that DLA was having symptoms of illness but may not have been aware of the specific illness and the severity of same. Also had the insurance been taken knowing the advent of the disease, it could have been taken for a much higher sum-assured.

The Forum opines that in the absence of any concrete documentary evidence of diagnosis and treatment taken for the illness pertaining to the period prior to the date of proposal, the RI's decision of repudiation of claim under the policy is not justifiable.

The Forum finds substance in the complaint.

Award follows:

AWARD

Taking in to account the facts and circumstances of the case and submission made by both the parties, the RI is directed to settle the death benefits under the policy 825587320 in favour of the complainant as per the terms and conditions of the policy after deduction of premium amount refunded earlier.

Hence the complaint is allowed.

Compliance of the Award: -

The attention of the Complainant and the Insurer is here by invited to the following provisions of Insurance Ombudsman Rules 2017:

A) According to Rule 17(6) of Insurance Ombudsman Rules 2017, the Insurer shall comply with the Award within **thirty** days of the receipt of the Award and intimate the compliance of the same to Ombudsman.

B) According to Rule 17(8) of Insurance Ombudsman Rules 2017, the Award of Insurance Ombudsman shall be binding on the Insurers

Dated at Pune, 31.05.2021

VINAY SAH

INSURANCE OMBUDSMAN, PUNE

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, PUNE

(STATE OF MAHARASHTRA EXCEPT MUMBAI METRO)

(UNDER RULE NO: 16(1) / 17 of INSURANCE OMBUDSMAN RULES,2017)

Ombudsman - VINAY SAH

Case of Mr. Vishwambhar V Padgilwar/s Life Insurance Corporation of India

Complaint No: PUN-L-029-2021-0083

Award No: IO/PUN/A/LI/2020-21

1.	Name & Address of the Complainant:	Shri Vishwambhar V Padgilwar, Nanded
2.	Policy No:	988340476 988338545 908524280
3.	Type of Policy/Plan	AadhaarShila/ New Endowment/ JeevanRakshak
4.	Date of Commencement	27.06.2017 25.03.2017 14.09.2017
5.	Sum Assured- Rs.	3Lac / 2Lac / Rs 2Lac
6.	Term	20Yrs. / 20Yrs. / 16Yrs
7.	Name of the Proposer and LA	Late Smt.Savita V. Padgilwar
8.	Name of the Insurer:	Life Insurance Corporation of India
9.	Date of Death / Duration	19.03.2019 1Y8M22D 1Y11M22D 1Y6M5D
10.	Nature of complaint:	Death benefit not paid
11.	Date of Repudiation	30.07.2019
12.	Reason for repudiation	Discrepancy in date of birth/age in the policies

A hearing was conducted on **23.03.2021** through video conferencing. During the hearing Mr. Vishwambhar Padgilwar (hereafter referred to as the complainant) and Mr. T. V. Vishwanath and Ms. Kavita Dhoot, the representatives from LIC of India (hereafter referred to as the RI – Respondent Insurer), submitted their contentions.

- The complainant is the husband of Late Mrs. Savita Padgilwar (hereafter referred to as the DLA – Deceased Life Assured) and nominee under 3 policies bearing nos. 988340476 , 988338545 and 908524280 which were purchased by DLA from the RI over a span of six months with an interval of three months between the policies from 25.03.2017 to 14.09.2017.

- The complainant's wife and LA under the 3 policies expired on 19.03.2019 and he submitted the claim papers to the RI.
- The claim under the 3 policies was repudiated by the RI on 30.07.2019. Hence the complaint to the Forum.
- The complainant, through RTI, procured the documents submitted during the processing of the policies. The complainant claims that they had not submitted any bonafide certificates as age proof and that his wife never attended the school mentioned on the certificates. He has further stated that DLA had submitted a copy of her Aadhar card as age proof in which year of birth is mentioned as 1964.
- The complainant has further claimed that the agent who sourced the policies has omitted the details of previous policies and it was not the intention of the DLA to hide the details.
- The complainant has also mentioned that the DLA had undergone medical check up for the health policy, which proves that the age had not been understated to avoid the medical check up.
- **The RI** in their letter dated 05.08.2019 and during the hearing, contended that:
 1. The policies have not completed three years from date of commencement to date of death of the life assured. As such the RI has examined the claim keeping in view of provisions of Section 45 of Insurance Act, 1938.
 2. In the proposals dated 13.09.2017 and 24.03.2017, submitted under the policies bearing nos. 908524280 and 988338545 respectively, the age of LA is stated as 54 years, with date of birth as **25.03.1963**. The supporting document is bonafide certificate dated 12.08.2017 and 12.01.2017 respectively given by a school with different registration numbers.
 3. In the proposal dated 26.06.2017, submitted under the policy bearing no.988340476, the age of LA is stated as 50 years with date of birth as **23.02.1967**. The supporting document submitted is bonafide certificate dated 03.06.2017 given by a school.
 4. However, during their investigation it is revealed that the date of birth mentioned in the proposals and bonafide certificate are false and they have evidence of Secondary School Certificate of Maharashtra State Board of Secondary and Higher Secondary Education (Aurangabad Divisional Board, Aurangabad) dated 28.12.1978, seat no. K13767 and Sr no. 001837 mentioning the date of birth of LA as **10.05.1961**.
 5. The RI has stated that in the proposals, the answer given to question no.9 which reads as follows "Please give details of your previous insurance (including policies surrendered / lapsed during three years)' is **NIL**, which is not true and suppressed by the DLA at the time of opting for the policies under contention.
 6. The RI has definite reason to believe that it is an intentional understatement of age by 2 years in Policy nos.908524280 and Policy no. 988338545 and understatement of age by 6 years under policy no. 988340476 and suppression of details of previous policies in all the 3 policies. If the correct age of 56 years as per Date of Birth 10.05.1961 as per the SSC certificate dated 28.12.1978 would have been disclosed in the proposal form of policy nos. 908524280 and no.988340476, the said two policies would not have been issued, as the maximum age at entry under the two plans is 55 years. RI has further contended that if the correct age of 56 years had been disclosed in the proposal form dated 24.03.2017 of policy no 988338545 then they would have called Special Medical Reports and acceptance of the proposal would have been based on the outcome of the special reports.
 7. RI has further submitted that the suppression of correct age, previous policy details and submission of false age certificates, which would have had a bearing on the granting of risk, was clearly done with intent to deceive the Corporation. Hence RI has repudiated all liabilities under the subject policies and that all the money received by the Corporation under afore stated policies stand forfeited in terms of policy terms and conditions and communicated to complainant vide their letters dated 05.08.2019.

The Forum observesthat the age as per certificate of SSC of Aurangabad Divisional Board dated 28.12.1978 SrNo. 001837 the date of birth of DLA is 10.05.1961 and age 56Y at the time of opting for the insurance under the 3 policies. However,thereis varied date of birth mentioned in the policies under contention The date of birth and age under policy nos.988338545 and Policy no. 908524280 are mentioned as 25.03.1963 and 54 years respectively while under policy no 988340476 it is mentioned 23.02.1967 and 50 years respectively.

- Forum also observes that RI has submitted details of previous policies of DLA issued earlier as:

Policy no 982987947 with DOC 28.03.2003 & Policy No.982657805 with DOC 27.03.1999 wherein Date of Birth mentioned is 10.05.1961 which concurs with the date of birth in the SSC certificate.

- Forum notes that in case the correct date of birth 10.05.1961 and age 56 Years had been mentioned in the proposal forms of Policy nos 988340476 and 908524280, then the 2 policies would not have been issued by the RI as the maximum age at entry under the plans under the 2 policies is 55 years. Also, in case the correct date of birth - 10.05.1961 and age 56 years had been mentioned in proposal form of policy no.988338545,then as per RI's underwriting norms they would have called for special medical reports and decided the acceptance of Risk on the basis of outcome the said Special Medical Reports.
- The forum also notes that the suppression and understatement of correct age and submitting of incorrect/false age proofs /certificates along with the proposals under the 3 policies as also non-disclosure of previous policies in subsequent proposals by the DLA had a bearing on the assessment and acceptance of Risk under the policies by the RI.
- The Forum opines that the foremost principle of insurance contract is "Uberrima fides" i.e .-utmost good faith. Forum further opines that the said principle is breached in view of above facts and RI has rightly repudiated the claim under the 3 policies.

Award follows:

AWARD

Taking in to account the facts and circumstances of the case and submissions made by both the parties, the Forum does not find substance in the complaint.

Hence, the complaint is dismissed.

Dated at Pune, on 25.05.2021

**VINAY SAH
INSURANCE OMBUDSMAN,PUNE**