PROCEEDINGS BEFORE - THE INSURANCE OMBUDSMAN, STATE OF M.P. & C.G.
(UNDER RULE NO: 16(1)/17 OF THE INSURANCE OMBUDSMAN RULE 2017)
OMBUDSMAN -RAVINDRA MOHAN SINGH

Mrs Gudia …………………………………………………………….…….. Complainant

V/s

Canara HSBC Oriental Bank of Commerce life ……………….………………………….……Respondent

COMPLAINT NO: BHP-L-010-2122-0868 ORDER NO: IO/BHP/A/LI/ 0033 /2022-2023

1.	**Name & Address of the Complainant**	**Mrs Gudia** **Vill- Gulkhedi, Po- Pipliya,** **Rasoda, The- Pachore, Rajgarh** **(MP), 465683**
2.	**Policy No:** **Type of Policy** **Duration of policy/Policy period**	**00XXXX2111** **Easy Bima Plan** **27.12.2018**
3.	**Name of the insured** **Name of the policyholder**	**Mrs Gudia** **Mrs Gudia**
4.	**Name of the insurer**	**Canara HSBC Oriental Bank of Commerce life**
5.	**Date of Repudiation/ Rejection**	**09.02.2022**
6.	**Reason for Repudiation/ Rejection**	**Suicide Clause**
7.	**Date of receipt of the Complaint**	**22.03.2022**
8.	**Nature of complaint**	**Rejection of death claim**
9.	**Amount of Claim**	**--**
10.	**Date of Partial Settlement**	**--**
11.	**Amount of relief sought**	**Rs.10,00,000/-**
12.	**Complaint registered under Rule**	**Rule No. 13(1)(b) Ins. Ombudsman Rule 2017**
13.	**Date of hearing/place**	**10.05.2022 at OIO Bhopal**
14.	**Representation at the hearing**	
	• **For the Complainant**	**Mrs Gudia over GoTo Meet App**
	• **For the insurer**	**Mr Arindam Mishra, Senior Manager Legal over GoTo Meet App**
15.	**Complaint how disposed**	**Allowed**
16.	**Date of Award/Order**	**11.05.2022**

- **Mrs Gudia** (Complainant) has filed a complaint against **Canara HSBC Oriental Bank of Commerce life** Respondent) alleging non payment of death claim of her husband.
- **Brief facts of the Case –**

  • **Contention of the complainant** (Facts as per the complaint) - The complainant has stated that her husband had taken a policy bearing no. **00XXXX2111** on 27.12.2018 for Sum Assured Rs. 10,00,000/- but unfortunately he died on 24.10.2019 suddenly. After follow-up of payment of Death Claim company replied vide their letter dated 29.12.2019 that payment of death claim had already been paid on 14.12.2021 but when

she viewed her account she found that only Rs. 6568/ had been credited. She approached Indore branch of HSBC Life insurance company, then company replied vide their letter dated 09.02.2020 that during the course of investigation it was found that the reason of death was on account of suicide, hence, the decision of repudiation of claim under the suicide clause was taken and as per terms and condition of the policy only 80% of premium paid is payable as death benefit. Complainant has stated that the reply of the company was totally wrong and baseless because death of her husband was due to heart attack. She has requested to the forum for payment of full death claim of Rs. 10,00,000/-.

Contention of respondent – (Facts as per the SCN) - The respondent submitted that the complainant's main averment is that the company is not paying the death benefits upon the death of her husband Late Mr Rahul Kumar. They further submitted that DLA after having taken the policy in December 2018 had attempted to commit suicide in February 2019 by consuming poisonous substance and got himself hospitalized. The LA was then discharged against medical advice. Due to the complications developed on account of the said attempted suicide, the LA had died in October 2019 within the first policy year. Since the death had happened within the first year of policy issuance on account of suicide, the suicide clause of the policy terms and conditions became applicable and accordingly 80% of the premium received was payable as death benefit. It is also pertinent to submit that while issuing the claim decision letter, due to an inadvertent clerical error, it got mentioned that Rs.1,00,000/- was beig paid instead of Rs.6,568/- (which is 80% of the premium amount received i.e. Rs.8,210/-). They therefore stated that the sum assured to the tune of Rs.1,00,000/- being claimed by the complainant is not justifiable and the present complaint deserves to be dismissed since the company had already settled the claim in accordance with the agreed policy terms and conditions. Late Mr Rahul Kumar (after completely understanding and satisfying himself with the terms and conditions of our product had voluntarily applied for the plan namely Canara HSBC Oriental Bank of Commerce Life Insurance POS – Easy Bima Plan for a sum assured of Rs.1,00,000/- on payment of annual premium of Rs.8,210/-. Policy holder was given a detailed description about the features of the said policy including sum assured, premium amount, premium paying terms and was also apprised with the free look cancellation period at proposal stage. It was only after being completely aware as regards the risks and consequences of the said policy and the terms and conditions that the policy holder applied for the same. DLA signed a Declaration and Authorisation wherein it was declared that all the facts mentioned in the proposal form were true, correct and complete in all respect and he understood the product features. Trusting said details to be true and correct and after receipt of initial premium, the Company had issued the above policy with risk commencement date being 27.12.2018 and dispatched the same with the registered address of the policy holder through speed post vide AWB No.EH785252783IN on 30.01.2014 and successfully delivered on 27.12.2018. Receipt of the original policy document is not disputed by the complainant. Upon receipt of the policy document, DLA did not raise any concern or objection with regards to the policy terms and features and benefits therein during the free look cancellation period. Company then was in receipt of death claim in July 2021 from the complainant and the Company was given to understand that the DLA had died on 24.10.2019. Company evaluated the claim and it got revealed that the DLA after having taken the policy in December 2018 had attempted to commit suicide in February 2019

by consuming poisonous substance and got himself hospitalized. The LA was then discharged against medical advice. Due to the complications developed on account of the said attempted suicide, LA had died in October 2019. Since death happened within the first year of the policy issuance on account of suicide, the suicide clause of the policy terms and conditions became applicable and 80% of the premium received was payable as death benefits. Accordingly Rs.6568/- which is 80% of the amount received i.e. Rs.8210/- has been paid to the complainant and the same was also communicated to the complainant vide company's email dated 09.02.2022.

- The complainant has filed complaint letter, Annex. VI A and correspondence with respondent, while respondent have filed SCN with enclosures.
- I have heard both the parties over GoTo Meet App at length and perused papers filed on behalf of the complainant as well as the Insurance Company.
- **Observation and Conclusion** - During hearing the complainant submitted that the respondent company had repudiated the death claim of her husband stating that he had committed suicide. They further submitted that the deceased life assured was at home only on 24.10.2019 around 4-5 am in the morning he complained of chest pain and died immediately. She therefore requested this forum for payment of death claim of her husband.

  On their turn the respondent company informed that the policy No.00xxxx2111 was issued to Mr Rahul Kumar in December, 2018 and that he had attempted to commit suicide in February 2019 by consuming poisonous substance and got himself hospitalized and also got discharged against medical advice. They further submitted that due to complications developed as a result of the said attempted suicide, LA died in October 2019 i.e. within the first policy year. Since death happened within a year of issuance of policy, the respondent company had conducted an investigation through M/s ProbeIndia who submitted their report on 31.08.2021. They further submitted that they had rejected the claim based on the fact that DLA was admitted at Community Health Centre, Pachore and at Jash Hospital, Shujalpur on 25.02.2019 due to unknown poisoning. They have also submitted a copy of LAMA consent dated 25.02.2019 which has the right thumb impression of the complainant informing therein that they are taking Mr Rahul back home on their own risk. Respondent company also informed that they have repudiated the claim based on his hospitalization at two places mentioned above and however, they do not have any evidence to prove that death in October, 2019 was due to this suicide attempt in February, 2019.

  Complainant argued and informed that her husband was hale and healthy till his death and that he had never attempted suicide nor was he ever admitted in any Hospital as contested by the respondent company. She further stated that even on the date of death, he died at home only due to heart attack. She further informed that she puts her signature on any paper and does not put her thumb impression to sign.

  I have heard both the parties and carefully examined the documents available on the file. On perusal of papers on file, it is observed that M/s ProbeIndia, the Investigating Agency vide Addendum dated 15.10.2021 have mentioned that they did not find proof which could justify that life assured expired due to consuming poison. However they stated that DLA tried to commit suicide and that they are unable to establish it. They tried to find the exact cause of death of LA and to establish suicidal death, but no evidence could be procured. Respondent Company have also in their SCN stated that they are not able to provide any proof for the reason of his death due to consuming

poisonous substance. In view of foregoing facts and circumstances, complaint is liable to be allowed.

- **AWARD**

  The complaint filed by Mrs Gudia is allowed with directions to the respondent company to settle the death claim under policy No.00xxxx2111 to the complainant within 30 days from the date of receipt of this Award.

- Let copies of the order be given to both the parties. Compliance of the same shall be intimated to this forum.

Place : Bhopal (**RAVINDRA MOHAN SINGH**)
Date: 11.05.2022 INSURANCE OMBUDSMAN

Mr KishorPrajapati………………………………………………………………….. Complainant

V/s

Bharti Axa Life Insurance Co. Ltd . ………………………………………………….……Respondent

COMPLAINT NO: BHP-L-008-2122-0904 ORDER NO: IO/BHP/A/LI/0035 /2022-2023

1.	**Name & Address of the Complainant**	**Mr Kishor Prajapati** **Vill & Post Jamuniya Kalan** **Neemuch, Madhya Pradesh 458 441**
2.	**Policy No:** **Type of Policy** **Duration of policy/Policy period**	**50X-XXX7947** **Bharti Axa Life Elite Advantage Plan** **06.05.2020**
3.	**Name of the insured** **Name of the policyholder**	**Mrs Kala Bai Prajapti** **Mrs Kala Bai Prajapti**
4.	**Name of the insurer**	**Bharti Axa Life Insurance Co. Ltd**
5.	**Date of Repudiation/ Rejection**	**31.03.2021**
6.	**Reason for Repudiation/ Rejection**	**Non disclosure of material facts at the time of making proposal**
7.	**Date of receipt of the Complaint**	**24.03.2022**
8.	**Nature of complaint**	**Rejection of Death Claim**
9.	**Amount of Claim**	**Rs. 4,78,261.00**
10.	**Date of Partial Settlement**	**--**
11.	**Amount of relief sought**	**Rs. 4,78,261.00**
12.	**Complaint registered under Rule**	**Rule No. 13(1)(b)Ins. Ombudsman Rule 2017**
13.	**Date of hearing/place**	**23.05.2022 Online (Virtual Hearing)**
14.	**Representation at the hearing**	
	• **For the Complainant**	**Shri Kishore Prajapati**

	• For the insurer	Mr Mithesh Pabari over GoTo Meet App.
15.	Complaint how disposed	Allowed
16.	Date of Award/Order	23.05.2022

- **Mr Kishor Prajapati** (Complainant) has filed a complaint against **Bharti Axa Life Insurance Co. Ltd** Respondent) alleging non payment of death claim.
- **Brief facts of the Case –**

  • **Contention of the complainant (Facts as per complaint)** - **The complainant has stated that a policy was issued bearing No. 50X-XXX7947 in favour of his mother by the advisor of Bharti Axa company. He further submitted that his mother was hale and healthy when the above policy was issued to her. But respondent company has repudiated death** claim of his mother for Rs. 4,78,261.00 stating that she was sick prior to taking the policy. He conveyed his grievance by way of correspondence to the senior officers of the company also, but failed to get death claim. He has requested to the forum for payment of death claim of his mother.

  • **Contention of the respondent (Facts as per SCN)** - The respondent in their SCN have stated that after understanding the key features of the policy, policyholder had signed and submitted the proposal form for insurance after above which policy was issued in the name of life assured on 06.05.2020 on payment of half yearly premium of Rs.11,724.90. Thereafter policy document was dispatched with option of free look period of 15 days to the registered address of the complainant on 26.06.2020 vide POD No.EA923266244IN and delivered on 08.07.2020. On 11.02.2021 the insurance company was in receipt of a death claim from the complainant informing that the life assured died on 03.12.2020 due to heart attack. As the death of life assured occurred within 6 months and 27 days from the date of issuance of policy, therefore as per Section 45 of the Insurance Act, Insurance company was entitled to investigate the veracity of the claim. After careful evaluation of the records obtained by the Company, during the claim processing, it was revealed that the Life Assured was suffering from mouth cancer since past 2 years i.e. prior to the issuance of subject policy. Also during the investigation proves, the company found discrepancies as to pre medical history provided by the DLA. It was revealed that there was non- disclosure of pre existing illness i.e. mouth cancer by DLA at the time of proposal. Suppression of material fact is evident on a bare perusal of the proposal form. Answers related to pre medical history to issuance of subject policy, of the life assured have been proven falsified. Further 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. It is stated that had insurance company was aware about the said true facts at the time of assessment of risk under captioned policy, insurance company would have certainly not issued subject policy at all or premium amount would have been not same in subject policy. On the basis of these conclusion during the claim assessment of the deceased, the death claim was repudiated on the ground of non disclosure of material facts in the proposal form as to pre medical history prior to issuance of the subject policy in the proposal form and the same was conveyed to complainant vide letter dated 31.03.2021. It is evident that the complainant herein has filed the present complaint with malafide intentions to gain

undue advantage from us since the company has rightly repudiated the claim on grounds of non disclosure of material facts.

- The complainant has filed complaint letter, Annex. VI A and correspondence with respondent, while respondent have filed SCN with enclosures.
- I have heard both the parties at length and perused papers filed on behalf of the complainant as well as the Insurance Company.
- **Observation and Conclusion** – During the hearing, the complainant submitted that a policy was issued bearing No. 50X-XXX7947 in favour of his mother by the advisor of Bharti Axa company. He further submitted that his mother was hale and healthy when the above policy was issued to her. But respondent company has repudiated death claim of his mother for Rs. 4,78,261.00 stating that she was sick prior to taking the policy. He conveyed his grievance by way of correspondence to the senior officers of the company also, but failed to get death claim. He has requested to the forum for payment of death claim of his mother.

  On their turn, the respondent submitted that the company was in receipt of a death claim on 11.02.2021 from the complainant informing that the life assured died on 03.12.2020, due to heart attach. As the death of life assured occurred within 6 months and 27 days from the date of issuance of policy, therefore as per Section 45 of the Insurance Act, Insurance Company was entitled to investigate the veracity of the claim. After careful evaluation of the records obtained by the Company, during the claim processing, it was revealed that the Life Assured was suffering from mouth cancer, since past 2 years i.e. prior to the issuance of subject policy. Also during the investigation, the company found discrepancies as to pre medical history provided by the DLA. It was revealed that there was non- disclosure of pre existing illness i.e. mouth cancer by DLA at the time of proposal. Suppression of material fact is evident on a bare perusal of the proposal form. The death claim was repudiated on the ground of non disclosure of material facts in the proposal form regarding pre medical history prior to issuance of the subject policy in the proposal form.

  I have heard both the parties and carefully examined the documents available on file. I am of the view that the respondent company has repudiated the claim on the basis of the investigation report which is based merely on vicinity check with insured's neighbours, that too verbally only. There is no medical document on record to prove that the DLA was suffering from Cancer, therefore the respondent company has wrongly repudiated the claim. The Claim is, therefore liable to be Allowed.

- AWARD
- The complaint filed by Mr. Kishor Prajapati is allowed and the respondent is directed to settle the Death Claim under the Policy No. 50X-XXX7947 within 30 days from the date of receipt of this Award.

- Let copies of the order be given to both the parties. Compliance shall be intimated to this forum.

Place : Bhopal (RAVINDRA MOHAN SINGH)

Date : 23.05.2022 INSURANCE OMBUDSMAN

Mrs Ram Lekha Devi………………………………………………………………….…. Complainant

V/s

HDFC StandardLife Insurance Co. Ltd ……………………………………………….…Respondent

COMPLAINT NO: BHP-L-019-2122-0848 ORDER NO: IO/BHP/R/LI/0034 /2022-2023

1.	**Name & Address of the Complainant**	**Mrs. Ram Lekha Devi** **W/O Sugreev Meena** **Meena Mohalla, V&P Udotpura** **Sheopur, (MP)**
2.	**Policy No:** **Type of Policy** **Duration of policy/Policy period**	**IFXX0130** **HDFC Life Insurance** **22.06.2019**
3.	**Name of the insured** **Name of the policyholder**	**Mr. Sugreev Meena** **Mr. Sugreev Meena**
4.	**Name of the insurer**	**HDFC StandardLife Insurance Co. Ltd**
5.	**Date of Repudiation/ Rejection**	**19.04.2021**
6.	**Reason for Repudiation/ Rejection**	**Enhance GTI-EGT**
7.	**Date of receipt of the Complaint**	**07.03.2022**
8.	**Nature of complaint**	**Rejection of death claim**
9.	**Amount of Claim**	**--**
10.	**Date of Partial Settlement**	**--**
11.	**Amount of relief sought**	**Rs.15 lacs**
12.	**Complaint registered under Rule**	**Rule No. 13(1)(b)Ins. Ombudsman Rule 2017**
13.	**Date of hearing/place**	**23.05.2022 Online (Virtual Hearing)**
14.	**Representation at the hearing**	
	• **For the Complainant**	**Smt. Ramlekha Devi over GoTo Meet App.**
	• **For the insurer**	**Mr. Gurpreet Singh, Dy Manager Legal & Compliance over GoTo Meet App**
15.	**Complaint how disposed**	**Recommendation**
16.	**Date of Award/Order**	**23.05.2022**

- **Mrs Ram Lekha Devi**(Complainant) has filed acomplaint against HDFC StandardLife Insurance Co. Ltd. (Respondent) alleging rejection of death claim of her husband.
- **Brief facts of the Case –**

  • **Contention of the complainant (Facts as per complaint)** - The complainant has stated that after death of her husband she intimated the company for claim settlement. But even after more than 1 year of claim intimation company didn't reply. She then approached to the IGMS (IRDA Token no. 05-21-013377 dated 24.05.2021) after which company shared a soft copy of repudiation letter mentioning that "that the Life Assured was suffering from Cancer which is prior to issuance of the policy. Respondent also informed that if the insured member had multiple insurance covers under the same or

different products; final claim decision in other claims may vary according to policy specifications and availability of supporting documents at the time claim decision”. Company’s allegations were wrong, so she approached GRO for representation but company denied. Complainant has therefore requested this forum for allowing payment of death claim.

- **Contention of respondent (Facts as per SCN)** – The respondent in their SCN have stated that the deceased life assured i.e. Mr. Sugreev Meena had availed HDFC Life Group Term Insurance Plan bearing Policy No.IFxx0130 with risk commencement dated of 22.07.2019 for sum assured of Rs.15,00,000/- on crystal clear terms and conditions in the said policy. They further stated that it is apparent from the policy document containing the proposal form duly filed by the deceased life assured at the time of availing the policy that the life assured had full knowledge of the terms of the policy. Further after availing the aforesaid policy the life assured died on 13.09.2019 i.e. after a period of 1 month 22 days from the date of issuance of policy. Subsequently complainant lodged death claim under the policy with us intimating the death of life assured. On investigation of the claim lodged, it was found that life assured had not disclosed his correct health details at the time of policy issuance. It was revealed that life assured was suffering from cancer prior to the issuance of policy and the same was not disclosed by him at the time of policy purchase. In the light of above facts and irrefutable evidences we hold that we were provided with false and inaccurate answers at the time of proposal hence the contract is ab initio and communicated the repudiation of the death claim lodged by the complainant on the ground of non disclosure of correct personal details at the time of policy issuance vide our letter dated 19.04.2021. It is pertinent to note that this is an early death claim i.e. prior to the elapse of statutory 3 years period from the risk commencement date as stated under Section 45 (amended) of the Insurance Act, 1938. Therefore this matter has to be decided strictly upon the dictum of Uberimma Fides i.e. utmost good faith where the insured discloses all material facts and issues to the Insurance Company at the time of proposal. In view of aforementioned facts and circumstances, claim under the complaint is illegal and unjust, thus rejected.
- The complainant has filed complaint letter, Annex. VI A and correspondence with respondent, while respondent have filed SCN with enclosures.
- I have heard both the parties at length and perused papers filed on behalf of the complainant as well as the Insurance Company.

- **Observation and Conclusion** – During the hearing, at the outset, in the absence of medical documents, the Company offered for settlement of claim payment of Sum Assured under the subject Policy. The said offer was accepted by the complainant. Thus, the complaint is resolved by mutual agreement between both the parties.
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AWARD

The complaint filed by Mrs. Ram Lekha Devi has been resolved mutually, hence the complaint is decided in terms of mediation/mutual agreement with directions to the respondent to settle the Death Claim for payment of Sum Assured under the Policy No. IFXX0130, within 30 days from the date of receipt of this Award.

- Let copies of the order be given to both the parties. Compliance shall be intimated to this Forum.

Place : Bhopal (**RAVINDRA MOHAN SINGH**)
Date: 23.05.2022 INSURANCE OMBUDSMAN

Mr Amant Kumar Bagde……………………………………………………………….….. Complainant

V/s

Canara HSBC Oriental Bank of Commerce life ………………..………………………….……Respondent

COMPLAINT NO: BHP-L-010-2223-0090 ORDER NO: IO/BHP/A/LI/ 0038 /2022-2023

1.	**Name & Address of the Complainant**	**Mr Amant Kumar Bagde Gali No. 7, Triloki Nagar Chhindwara (MP), 480001**
2.	**Policy No: Type of Policy Duration of policy/Policy period**	**GPxxXXXX-xxx7800 Secure Future 30.08.2019**
3.	**Name of the insured Name of the policyholder**	**Mr Hemant Kumar Bagde Mr Hemant Kumar Bagde**
4.	**Name of the insurer**	**Canara HSBC Oriental Bank of Commerce life**
5.	**Date of Repudiation/ Rejection**	**23.03.2021 and 09.03.2022**
6.	**Reason for Repudiation/ Rejection**	**Concealment of critical information**
7.	**Date of receipt of the Complaint**	**27.04.2022**
8.	**Nature of complaint**	**Non payment of death claim**
9.	**Amount of Claim**	**--**
10.	**Date of Partial Settlement**	**--**
11.	**Amount of relief sought**	**Rs.19,00,000/-**
12.	**Complaint registered under Rule**	**Rule No. 13(1)(b) Ins. Ombudsman Rule 2017**
13.	**Date of hearing/place**	**24.05.2022 at OIO Bhopal**
14.	**Representation at the hearing**	
	• **For the Complainant**	**Mr Amant Kumar Bagde over GoTo Meet App**
	• **For the insurer**	**Ms Jyoti Gautam, Asstt Manager Legal over GoTo Meet App**
15.	**Complaint how disposed**	**Dismissed**
16.	**Date of Award/Order**	**24.05.2022**

- **Mr Amant Kumar Bagde** (Complainant) has filed a complaint against **Canara HSBC Oriental Bank of Commerce life** Respondent) alleging non payment of death claim.
- **<u>Brief facts of the Case –</u>**

- **Contention of the complainant** - The complainant has stated that Company had repudiated death claim of his brother for which complaint was lodged to the IRDA. But satisfactory reply was not given by the company stating that Death Claim was declined due to concealment of critical information and a form was supplied to nominee (His Wife) for providing information of the Policy holder. He further submitted that he was told by the bank to purchase above policy and at the time of taking the policy, no medical test related to health condition were done nor policyholder was called to Bank. No form was got filled up by the policyholder and no enquiry regarding any health issue was made. Bank had only on the spot deducted a lumpsum amount of Rs.92,304/- towards premium for policy. But at the time of giving claim, a letter was received from Company on 23.03.2021 asking information regarding health of the policy holder for last 5 years along with Enrolment form in which all the information regarding health of policy holder was given by the company which was totally wrong i.e. height & weight was totally wrong then how other information could be correct. Only Rs.78,230/- was deposited in the loan account of my elder brother as death claim without consent of nominee (Wife), out of premium amount of Rs.92,304/- which was deducted from policy holder's account at the time of taking policy. Now Bank is demanding balance amount of loan of Rs. 19 Lacs from nominee which is not possible to repay by his (Wife) as she is daily wager. Complainant has requested to the forum to direct the company to make the payment of death claim so that Bank loan can be repaid.
- **Contention of the respondent** - The respondent in their SCN have stated that the present Complaint is not maintainable as the complainant has not approached this Hon'ble Forum with clean hands and has withheld various information material from the Hon'ble Ombudsman to properly adjudicate the present case. At the outset, it is submitted that the complainant's main averment is that the Company is not paying the death benefits upon the death of his brother (Late Mr. Hemant Kumar Bagde, hereinafter referred to as the Deceased Life Assured / DLA) who was the life assured under the Policy. However, it is humbly submitted that the DLA despite being fully cognizant of the fact that he was required to provide true and correct details pertaining to his medical history amongst other necessary details, necessary for apt assessment and underwriting the risk associated with providing the insurance cover by the Company, the DLA knowingly did not disclose his adverse medical condition at the time of applying for the life cover. Due to the said non-disclosure, which was material information for the Company from underwriting standpoint, the Company had repudiated the death claim filed by the complainant/ claimant under the subject policy. It is stated that the DLA, after completely understanding and satisfying himself with the terms and conditions of our product had voluntarily applied for the plan namely "Canara HSBC Oriental Bank of Commerce Group Secure Plan" for an initial sum assured of Rs.19,00,000/-, for a Single Premium of Rs. 92,303/- and Policy/ Cover Term of 324 months vide Member Enrolment Form bearing no. 8800040295 dated 29.08.2019 ("Proposal Form") and provided the requisite details and information therein. It is pertinent to mention that the DLA had availed a home loan from Punjab National Bank and to secure the same, had gotten himself enrolled under the Group Secure Master Policy No. GP000147. It is stated that the DLA had admittedly provided all the particulars at the proposal stage, regarding his personal details and medical history which were necessary for apt assessment and assumption of risk by the Company. The DLA also signed a Declaration & Authorization wherein it was declared that all the facts

mentioned in the Proposal Form are true, correct and complete in all respect and he has understood the importance of medical declarations and the Company was authorized to terminate the policy and repudiate the claim in case any declaration given in the Proposal Form is found to be misrepresented or false. That relying on the information provided by DLA in the said Proposal Form, thereby trusting said details to be true, and in consideration of the payment of Single Premium and subject to all terms and conditions of the Master Policy, the Company had issued the Certificate of Insurance bearing no. GP000147-0987800 with risk commencement date being 30.08.2019 ("Certificate of Insurance / COI/ Policy"). It was dispatched at the registered address of the DLA. The receipt of the COI is not disputed by the complainant in the complaint. That upon receipt of the Policy contract, the Policyholder did not raise any concern or objection with regards to the policy terms and features and benefits therein during the free look cancellation period. The Policyholder had the option/right to re-consider about the Policy and request for cancellation of Policy by returning the original Policy along with written request stating the reasons for objection to the Company, within 15 days from the receipt of the Policy. However, the Policyholder did not raise any concern during the free-look period and the Policy remained in force. That subsequently the Company was in receipt of death claim intimation from the complainant that DLA had died on 22.11.2020 due to sepsis. Being an early death, Company investigated the claim through investigation agency- M/s Probe India. During the course of investigation, the said investigating agency procured DLA's medical records (death summary bearing MR No. 209767 issued by Midas Multispecialty Hospital, Nagpur) which evidenced that DLA was a known case of Hypertension (HTN) and chronic kidney disease (CKD) since 2001 and chronic graft dysfunction prior to the proposal stage. DLA was receiving regular treatment (haemodialysis) post his right Renal Transplant in the year 2001 and the same was willfully and knowingly concealed in the Proposal Form which tantamount to non- disclosure of material fact on part of the DLA. Had the Company known about the aforesaid medical condition of the DLA at the proposal stage, it would not have issued the said Policy. The said fact gets evidenced from the "*history of present illness"* of DLA detailed under the medical reports/ Transfer summary bearing IPD No. 2528 procured during the course of investigation and annexed herewith in the view of which, the Company had rightfully repudiated the death claim. It is also pertinent to mention that DLA had chronic graft dysfunctions and was put on CAPD dialysis since the year 2008. Due to DLA's kidney dysfunction, he has also undergone and procured lab test from Ashwini Kidney and Dialysis Centre, Nagpur. It is pertinent to note that by virtue of the fundamental principle of contract of insurance i.e. utmost good faith between insurer and insured, DLA was under strict obligation to disclose the said medical details in the Proposal Form. However, the DLA did not provide true and correct answers to the questions specifically asked in the proposal form.Company vide its letter dated 23.03.2021 had duly communicated to the complainant, that the death claim was not payable on account of concealment of critical information which was material for the company to underwrite the risk on DLA's life. Had the Company known this information at the proposal stage it would have not issued the said policy. It is further pertinent to mention that the Company had processes the refund of total premium amount of Rs.78,223/- towards Punjab National Bank account number ending with ****0606 of the master policyholder, PNB under lender borrower scheme.

- The complainant has filed complaint letter, Annex. VI A and correspondence with respondent, while respondent have filed SCN with enclosures.
- I have heard both the parties over GoTo Meet App at length and perused papers filed on behalf of the complainant as well as the Insurance Company.
- **Observation and Conclusion** – During hearing the complainant submitted that his elder brother / DLA had taken above policy from respondent company on 30.08.2019 on payment of lumpsum amount of Rs.92,304/- in order to secure his home loan of Rs.19,00,000/- that he had taken from Punjab National Bank. He further submitted that his brother died on 22.11.2020 and thereafter he submitted the claim to the respondent company but the same was rejected by them as he had not disclosed critical information related to his health in the proposal form. He therefore appealed to this forum for redressal of his grievance.

  On their turn the respondent company informed that policy No.GP00xxxx-xxx7800 was issued to the complainant on 30.08.2019. They further submitted that company received death claim intimation from the complainant that DLA had died on 22.11.2020 due to sepsis. As it was a case of early death, company had conducted an investigation done. Investigation report revealed the DLA was a k/c/o of HTN since 2001 and chronic kidney disease (CKD) since 2001 and chronic graft dysfunction prior to the proposal stage as per DLAs medical records (death summary bearing MR No.209767 issued by Midas Multispecialty Hospital, Nagpur). They further submitted that DLA was receiving regular treatment (haemodialysis) post his right renal transplant in 2001 and this fact was willfully and knowingly concealed in the proposal form and company hence rejected the claim as it amounts to non disclosure of material fact on the part of DLA. They have also produced medical document transfer summary of Ashwini Kideny and Dialysis Centre Pvt Ltd, Nagpur dated 12.11.2020 wherein it is mentioned that DLA had chronic graft dysfunction and was put on CAPD Dialysis since 2008. They further submitted that by virtue of Utmost good faith between insurer and insured, LDA was under obligation to disclose the said medical facts in the proposal form. However DLA did not provide true and correct answers to questions specifically asked in proposal form and accordingly company had repudiated the claim and refunded the total premium of Rs.78,223/- towards PNB account number ending with XXXX0606 of the Master policyholder, PNB under lender borrower scheme.

  I have heard both the parties and carefully examined documents available on the file. I am of the view that the respondent company has rightly rejected the death claim as DLA had suppressed material information relating to his health in the proposal form. In view of above, complaint is liable to be dismissed.
- **AWARD**

  The complaint filed by Mr Amant Kumar Bagde stands dismissed herewith.
- Let copies of the order be given to both the parties.

Place : Bhopal (**RAVINDRA MOHAN SINGH**)

Date: 24.05.2022 INSURANCE OMBUDSMAN

Mr Radheshyam Thakur ………………………………………………………………….…. Complainant

V/s

PNB MetLife Insurance Co. Ltd . ……………………………………………….……Respondent

COMPLAINT NO: BHP-L-033-2223-0008 ORDER NO: IO/BHP/A/LI/ 0040 / 2022-23

1.	**Name & Address of the Complainant**	**Mr Radheshyam Thakur Qtr. No. 26/2 Type-3 Near Chhota Bharat Mata School Wireless Colony Bilaspur, (CG), 495001**
2.	**Policy No: Type of Policy Duration of policy/Policy period**	**23xx7747 PNB MetLife Smart Platinum Plan 31.12.2020**
3.	**Name of the insured Name of the policyholder**	**Mrs Radha Bai Mrs Radha Bai**
4.	**Name of the insurer**	**PNB MetLife Insurance Co. Ltd**
5.	**Date of Repudiation/ Rejection**	**29.12.2021**
6.	**Reason for Repudiation/ Rejection**	**Suffering from Cancer prior to policy**
7.	**Date of receipt of the Complaint**	**06.04.2022**
8.	**Nature of complaint**	**Non payment of Death Claim**
9.	**Amount of Claim**	
10.	**Date of Partial Settlement**	**--**
11.	**Amount of relief sought**	**Rs.7,00,000/-**
12.	**Complaint registered under Rule**	**Rule No. 13(1)(b) Ins. Ombudsman Rule 2017**
13.	**Date of hearing/place**	**24.05.2022 at OIO Bhopal**
14.	**Representation at the hearing**	
	• **For the Complainant**	**Mr Radhe Shyam Thakur over GoTo Meet App**
	• **For the insurer**	**Ms Priya Dwivedi, Deputy Manager Legal over GoTo Meet App**
15.	**Complaint how disposed**	**Dismissed**
16.	**Date of Award/Order**	**26.05.2022**

- **Mr Radheshyam Thakur** (Complainant) has filed a complaint against **PNB MetLife Insurance Co. Ltd** Respondent) alleging non payment of death Claim.
- **Brief facts of the Case –**
  - **Contention of the complainant (Facts as per complaint)** - The complainant has stated that his mother died on 05.10.2021 due to Covid-19. On the basis of medical report, Government of Chhattisgarh declared epidemic and paid him Rs.50,000/- as helping amount which is credited in his SBI account No. 30xxxxx1821. Policy Bond was issued by PNB Met Life Company after conducting full medical test by SriRam Care Chikitsa Bilaspur and she had been diagnosed as fit and accordingly policy has been

issued by respondent company and hence policy holder tick the check box concerned box with comments 'NO'. He further submitted that a Blister was detected in January 2021 and he had taken his mother to Dr. S. Ghosh, Surgical Nursing Home on 23.01.2021 then they advised for Biopsy and report for the same came on 29.01.2021 and on the basis of this report she was hospitalized on the same day, operated on 05.02.2021 and discharged on 08.03.2021. He further stated that at that time they could not guess that she was suffering from cancer. He also stated that as per Doctor's prescription the disease was detected after taking policy and before that there were no symptoms of any type of cancer. He stated that respondent company vide letter dated 29.12.2021 repudiated the claim stating that the DLA was suffering from cancer before the policy was issued and the concerned question in the application form dated 28.12.2020 seeking insurance cover under the policy was answered as "No" by late Mrs Radha Bai. Vide mail dated 16.03.2022 he enquired the company on the basis of which report they refused the policy and also the fact that his mother was suffering from cancer prior to taking the policy. He received response from the company on 21.03.2022 wherein they had mentioned that policy money is being credited to his SB A/c No.30xxxxx1821. Two more policies bearing No.21xx1230 and 21xx9719 were with the company since 7 years and their payment was made on 16.11.2021. He has requested to the forum for justice sympathetically.

- **Contention of the respondent (facts as per SCN)** - The respondent in their SCN have stated that DLA Radha Bai after completely understanding the terms and conditions of above mentioned insurance and after medicals done on 30.12.2020 for MER, HIV, URA, FBS, HBA1C policy no. 23xx7747 and product "MET SMART PLATINUM" had voluntarily applied by filling up the proposal form dated 31.12.2020 and offered to pay an annually premium of Rs. 1,00,000/- to be paid annually for proposed S.A. amounting to Rs. 7,00,000/-. Policy was issued on 31.12.2020. Policyholder died on 05.10.2021. DLA was house wife having education 12th pass. At the time of death policy was in force and cause of death was CA left buccal mucosa and place of death was Aar Bee Institute of Medical Sciences, Bilaspur and Name of nominee is Mr Radheshaym Thakur who is a son of DLA. It is stated that upon receipt of the duly filled up Proposal Form along with the initial premium against the application, company evaluated and processed the proposal form on the basis of the information provided by the complainant and issued on 31.12.2020 to the DLA the premium paying term of 29 years and coverage term of 29 years. That the entire question in the proposal form was duly answered by the DLA. The DLA categorically answered the question in proposal from asked as …. Have you been suffering from any type of cancer, Tumor, Cyst,Leukemia, Growth, Lump or other Malignancy…….? Answer-No, hence despite having knowledge that DLA was diagnosed with cancer, same was not disclosed in the proposal form filed on 30.12.2020. It is mentioned in the SCN that at the time of policy issuance DLA had gone through medicals MER, HIV,URA,FBS, HbA1c. As per medical report DLA was having elevated blood sugar, hence was signed counteroffer with the company for subject policy. Insurance company received death claim intimation under the policy informing that DLA died on 05.10.2021. Toyam Investigation and valuation PVT. Ltd service was appointed as an investigator in order to investigate the claim lodged by the complainant, The said investigator completed the investigation with findings that DLA had a history of cancer and cause of death carcinoma in left Buccal Mucosa, Inner cheek Cancer, DLA was taking treatment from hospitals. During the investigation procured medical records from

hospital which states that discharge summary of Ghosh Surgical Nursing Home dated 29.01.2021 confirmed that DLA had below complaints in the past 06 months which is coming prior to policy issuance, " growth on left side of ramus of Mandible in the past 6 months", "Neck swelling left side", "Ca mandible with cervical lymph node metastasis", "HPE done on 23.01.2021 shows the well differentiated squamous cell carcinoma with marked necroinflammation", has undergone recurrent chemotherapy and radiotherapy till May. It is stated that she was admitted in 04.09.2021 at Apollo Hospitals Bilaspur and discharged in 22.09.2021. It is stated that the malafide intentions of complainant is apparent from the above narrated facts, that DLA was suffering from above mentioned disease prior to issuance of this policy. As such company is not liable to pay the claim as per terms and conditions of the policy, thus the claim lodged by the complainant was declined due to non-disclosure of essential facts as per term and conditions of the policy and the decision was sent to the complainant on 29.12.2021 as per terms and conditions of the policy.

- The complainant has filed complaint letter, Annex. VI A and correspondence with respondent, while respondent have filed SCN with enclosures.
- I have heard both the parties over GoTo Meet App at length and perused papers filed on behalf of the complainant as well as the Insurance Company.
- **Observation and Conclusion** – During hearing the complainant submitted that his mother had taken above policy from respondent company in December, 2020. He further submitted that his mother died on 05.10.2021 due to Covid and that he had also received Rs.50,000/- as helping amount declared and paid by Chattisgarh Government to family of Covid death victims. He also stated that when he submitted the death claim to the respondent company they had repudiated the claim stating that DLA was suffering from cancer prior to the inception of policy. Complainant re-affirmed that the policy was issued to his mother after medical tests done by Sriram Care Chikitsa, Bilaspur and that she was not suffering from cancer prior to the issue of the policy. He therefore appealed to this forum for redressal of his grievance.

  On their turn the respondent company informed that the policy No.23xx7747 was issued to the DLA on 31.12.2020 after medicals done on 30.12.2020 for MER, HIV, URA, FBS, HBA1C for a sum assured of Rs.7,00,000/- on payment of annual premium of Rs.1,00,000/-. They further submitted that policy holder died on 05.10.2021 and that at the time of death policy was in force and cause of death was CA left buccal mucosa. DLA had died at Aar Bee Institue of Medical Science, Bilaspur. Respondent company submitted that as per medical report DLA was having elevated blood sugar and this fact was not disclosed by the complainant and hence was signed counter offer for subject policy. They further submitted that the DLA categorically answered the questions in the proposal form …… Have you been suffering from any type of cancer, Tumor, Cyst,Leukemia, Growth, Lump or other Malignancy…….? Answer-No, hence despite having knowledge that DLA was diagnosed with cancer, same was not disclosed in the proposal form filed on 30.12.2020. Respondent company received death claim intimation and as death occurred within 9 months of inception of policy, as per provisions of Sec 45, respondent company had investigated the claim. Investigation findings revealed that DLA had a history of cancer and cause of death carcinoma in left Buccal Mucosa, Inner cheek Cancer, DLA was taking treatment from hospitals. They have filed medical records of discharge summary of Ghosh Surgical Nursing Home dated 29.01.2021 wherein it is stated that DLA had complaints of " growth on left side of

ramus of Mandible in the past 6 months", "Neck swelling left side"and diagnosed "Ca mandible with cervical lymph node metastasis", "HPE done on 23.01.2021 shows the well differentiated squamous cell carcinoma with marked necroinflammation" and has undergone recurrent chemotherapy and radiotherapy till May. They also filed Discharge Summary of Apollo Hospital Bilaspur where DLA was admitted on 04.09.2021 and discharged on 22.09.2021 with history of present illness as 'she is a k/c/o Ca left buccal mucosa ad underwent left segmental mandibulectomy with left block dissection neck on 05.02.2021 in Ghosh Nursing Home, Bilaspur. All these medical records prove that DLA was suffering from cancer prior to the inception of policy and as this fact was not disclosed in the proposal form respondent company repudiated the claim.

I have heard both the parties and carefully gone through the documents available on file. It is observed from papers on record that complainant himself in his complaint had admitted that a 'Blister' was detected in January, 2021 and doctor was consulted for the same on 23.01.2021. This blister is actually a pre-symptom of cancer. The Medical records of Discharge Summary of Ghosh Surgical Nursing Home dated 29.01.2021 clearly reveals that DLA had complaints of 'growth on left side of ramus of Mandible in the past 6 months'"Neck swelling left side", "Ca mandible with cervical lymph node metastasis" and these facts should have been disclosed by the complainant in the proposal form. Hence the repudiation action of respondent company due to non disclosure of material facts is justified and as per terms and conditions of the contract. Therefore the complaint is liable to be dismissed.

- **AWARD**

  The complaint filed by Mr Radhe Shyam Thakur stands dismissed herewith.

- Let copies of the order be given to both the parties.

Place : Bhopal (**RAVINDRA MOHAN SINGH**)

Date: 26.05.2022 INSURANCE OMBUDSMAN

Mrs Usha Kunwar Songra……………………………………………………………….. Complainant

V/s

Bharti Axa Life Insurance Co. Ltd . ….…………………………………………….……Respondent

COMPLAINT NO: BHP-L-008-2223-0010 ORDER NO: IO/BHP/A/LI/ 0039 /2022-2023

1.	**Name & Address of the Complainant**	**Mrs Usha Kunwar Songra W/o Dashrath Songra House no. 286,Ward No. 10, Po- Badri Parswanath, Bahi Mandsaur (MP), 458664**
2.	**Policy No: Type of Policy Duration of policy/Policy period**	**50X-XXX2168 Bharti Axa Life Shining Stars Plan 19.05.2020**

3.	Name of the insured Name of the policyholder	Mr Dashrath Songra Mr Dashrath Songra
4.	Name of the insurer	Bharti Axa Life Insurance Co. Ltd
5.	Date of Repudiation/ Rejection	31.03.2021
6.	Reason for Repudiation/ Rejection	Non disclosure of material facts
7.	Date of receipt of the Complaint	04.04.2022
8.	Nature of complaint	Rejection of death claim
9.	Amount of Claim	--
10.	Date of Partial Settlement	--
11.	Amount of relief sought	Rs.4,93,385/-
12.	Complaint registered under Rule	Rule No. 13(1)(b) Ins. Ombudsman Rule 2017
13.	Date of hearing/place	25.05.2022 at OIO Bhopal
14.	Representation at the hearing	
	• For the Complainant	Mrs Usha Kumar Songra over GoTo Meet App
	• For the insurer	Mr Mithesh Pabari over GoTo Meet App
15.	Complaint how disposed	Allowed
16.	Date of Award/Order	25.05.2022

- **Mrs Usha Kunwar Songra** (Complainant) has filed a complaint against **Bharti Axa Life Insurance Co. Ltd** Respondent) non payment of death claim.
- **Brief facts of the Case –**

  • **Contention of the complainant** - Complainant has stated that her husband had taken above policy No.50x-xxx2168 from Respondent Company. She further submitted that respondent company had repudiated death claim of her husband stating that he was sick before taking the policy. Complainant further stated that her husband was hale and healthy and performing his duties daily as Soldier in Home Guard which is self explanatory through copy of attendance register. She further stated that after completing his night duty on 21.05.2020, suddenly in the morning of 22.05.2020, he complained of chest pain and died. She has requested the forum for payment of death claim from the company because except her husband nobody is there to look after her family.

  • **Contention of the respondent** – The respondent in their SCN have stated that after understanding the key features of the policy, policyholder had signed and submitted the proposal form for insurance after above which policy was issued in the name of life assured on 17.05.2020 on payment of yearly premium of Rs.22,000.04. Thereafter policy document was dispatched with option of free look period of 15 days to the registered address of the complainant on 04.06.2020 vide POD No.EA923173304IN and delivered on 04.06.2020. Through policy documents it was duly informed to life assured that answers to the questions asked in proposal form are material for underwriting risk on the insurance company and any inaccurate answer will entile the insurer to repudiate his liability because there is clear presumption that any information sought for in the proposal form is material for the purpose of entering into a contract of insurance. As per proposal form and law of insurance life assured is under obligation is

disclose every material fact to the insurance company which affects the underwriting decision of the company to arrive out at the decision to issue policy. Thus questions as to existing disease, conditions, ailments, past medical examinations as specifically asked in proposal form and status thereof having direct nexus with life assured are material for underwriting risk of life assured including for present life assured accordingly specific questions were asked in proposal form. The insurance company was in receipt of a death claim intimation dated 18.01.2021 from the complainant informing that the life assured died on 22.05.2020 a natural death. As the death of life assured occurred within 5 days from the date of issuance of policy, insurance company was entitled to investigate the veracity of the claim. After careful evaluation of the records obtained by the Company, during the claim processing, it was revealed that the Life Assured had suppressed material facts pertaining to his medical history prior to the issuance of subject policy. It was revealed that DLA was suffering from liver disease prior to issuance of the subject policy and the said fact was not disclosed by the DLA at the time of issuance. It is pertinent to inform that LA was taking treatment from various hospitals in Udaipur, Mandsaur and Ahmedabad. The respondent had replied in negative to the questions pertaining to his health records in proposal form. It indicates the malafide intention of the DLA and complainant to gain undue advantage from the insurance company. Further 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. It is stated that had insurance company was aware about the said true facts at the time of assessment of risk under captioned policy, insurance company would have certainly not issued subject policy at all or premium amount would have been not same in subject policy. On the basis of these conclusion during the claim assessment of the deceased, the death claim was repudiated on the ground of non disclosure of prior medical conditions in the proposal form and the same was conveyed to complainant vide letter dated 31.03.2021. It is evident that the complainant herein has filed the present complaint with malafide intentions to gain undue advantage from us since the company has rightly repudiated the claim on grounds of non disclosure of material facts.

- The complainant has filed complaint letter, Annex. VI A and correspondence with respondent, while respondent have filed SCN with enclosures.
- I have heard both the parties over GoTo Meet App at length and perused papers filed on behalf of the complainant as well as the Insurance Company.
- **<u>Observation and Conclusion</u>** – During hearing the complainant submitted that her husband had taken above policy No.50x-xxx2168 from the respondent company. She further stated that her husband was performing his duties daily as Soldier in Home Guard and that after completing his night duty on 21.05.2020, all of a sudden in the morning of 22.05.2020 he complained of chest pain and passed away immediately. She submitted that respondent company has rejected the death claim of her husband stating that he was sick before taking the policy.

  On their turn the respondent company informed that policy No.50x-xxx2168 was issued in the name of Mr Dashrath Songra on 17.05.2020 against payment of yearly premium of Rs.22,000.04. He further informed that respondent company was in receipt of death claim intimation dated 18.01.2021 from the complainant informing that life assured

died on 22.05.2020 a natural death. But as death of life assured occurred within 5 days from the date of issuance of policy, respondent company investigated the case. They further submitted that investigation findings revealed that DLA was suffering from liver disease prior to issuance of subject policy and was taking treatment from various hospitals in Udaipur, Mandsaur and Ahmedabad. The above facts were not disclosed by DLA at the time of issuance of policy. Further 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 and hence the claim was rejected.

I have heard both the parties and carefully examined the documents available on the file. It is observed that the respondent company has not provided any documentary evidence in support of their statement that the DLA was suffering from liver disease prior to the inception of the policy and taking treatment in various Hospitals in Udaipur, Mandsaur and Ahmedabad.

It is pertinent to mention that in the Investigation report submitted by the Investigating Agency they have mentioned that "through vicinity check it was found that LA was suffering from some serious health issue and was on medication for the same and before his death, the doctors had answered that LA could not survive and we tried to procure medical records for the same, but no record found". Hence in the absence of any medical document the respondent company has failed to prove that LA was suffering from some serious health issue. The respondent company has wrongly repudiated the claim. In view of foregoing, complaint is liable to be allowed.

- **AWARD**

  The complaint filed by Mrs Usha Kumar Songra is allowed with directions to the respondent company to settle the death claim under policy No.50x-xxx2168 to the complainant within 30 days from the date of receipt of this Award.

- Let copies of the order be given to both the parties. Compliance of the same shall be intimated to this forum.

Place : Bhopal (**RAVINDRA MOHAN SINGH**)

Date: 11.05.2022 INSURANCE OMBUDSMAN

Mrs Beena Yadav ……………………………………………………………….. Complainant

V/s

LIC of India ……………………………………………………………………………………………Respondent

COMPLAINT NO: BHP-L-029-2223-0017 ORDER NO: IO/BHP/A/LI/ 0043 /2022-23

1.	**Name & Address of the Complainant**	**Mrs Beena Yadav** **Ajnas Road, JP Colony, Ward No. 5** **Khate Gaon, Dewas (MP), 155336**
2.	**Policy No:**	**34xxx7597**

	Type of Policy **Duration of policy/Policy period**	**Limited Premium Endowment Plan** **18.03.2019**
3.	**Name of the insured** **Name of the policyholder**	**Mr Jagdish Yadav** **Mr Jagdish Yadav**
4.	**Name of the insurer**	**LIC of India**
5.	**Date of Repudiation/ Rejection**	**10.02.2022**
6.	**Reason for Repudiation/ Rejection**	**Non disclosure of disease**
7.	**Date of receipt of the Complaint**	**07.03.2022**
8.	**Nature of complaint**	**Rejection of death claim**
9.	**Amount of Claim**	**Rs.5,00,000/-**
10.	**Date of Partial Settlement**	**11.02.2022**
11.	**Amount of relief sought**	**Rs.5,00,000/- death sum assured**
12.	**Complaint registered under Rule**	**Rule No. 13(1)(b) Ins. Ombudsman Rule 2017**
13.	**Date of hearing/place**	**27.05.2022 at OIO, Bhopal**
14.	**Representation at the hearing**	
	• **For the Complainant**	**Mrs Beena Yadav and Mr Deepak Yadav, son of the complainant over GoTo Meet App**
	• **For the insurer**	**Mr P S Alawa, DM (CRM) and Mr O P Dagore, A.O. over GoTo Meet App**
15.	**Complaint how disposed**	**Allowed**
16.	**Date of Award/Order**	**27.05.2022**

- **Mrs Beena Yadav** (Complainant) has filed a complaint against LIC of India (Respondent) for rejection of death claim.
- **<u>Brief facts of the Case –</u>**

  • **<u>Contention of the complainant</u>** - The complainant has stated that policy no. 34XXX7597 was taken by her husband on 26.03.2019. She then stated that the Covid pandemic had taken the lives of thousands of people and her husband died on 17.05.2021 as he had tested positive for positive Covid 19 and pneumonia. She stated that her husband was fully healthy before and after taking the policy i.e. 26.03.2019. The cause of her husband's death due to Covid has been mentioned in claim form no. 3784 and bed head ticket of New Luxmi Memorial Hospital also where treatment was given for 10-12 days. LIC repudiated the claim of her husband under the above policy. She stated that she is dissatisfied of this decision of LIC, therefore she is requesting to the forum to reconsider the decision to make the payment of death claim on the following grounds – a) Her husband was hale and healthy as per her knowledge and he had not been hospitalized in any hospital for last 30 years which can be confirmed from the people of her colony, village or Tehsil b) Her husband was not having too chronic or serious disease to big risk of his life c) Her husband was fully hale and healthy at the time of taking policy as per LIC Medical test d) Death of Her husband was due to Covid-19 as he had tested positive which is self explanatory in the claim form 3784 which is filled by the doctor e) The leave taken by her husband from his department on medical ground was due to personal work (not because of actually sick), because in Govt.

Department it is very difficult to take leave on the ground of personal work that is why leave on medical ground with different diseases were mentioned.

- **Contention of the respondent** - The respondent in their SCN have stated that above policy was issued on 18.03.2019 for SA 500000/-, Plan- 830 in the name of Mr. Jagdish Yadav. Policy holder died on 17.05.2021. They further submitted that a) Deceased LA Jagdish Yadav was sick since 1995 prior to taking the policy which is clearly mentioned in the statement of absence from service during 23.09.1986 to 17.05.2021 which is suppressed by the LA in the proposal form at the time of taking insurance b) Medical certificates issued by the doctor along with leave applications to his employer by deceased LA clearly showing number of disease like chronic chest pain, Pyrexia and Hypertension c) at the time of taking insurance, a general test is being done, if deceased LA would have mentioned specific diseases in the proposal form then he would have gone through Special Medical reports for health check up by the LIC office d) Immunity level of a person becomes weak particularly in respect of those people who are always sick and therefore there is a tendency of that person to get infected very soon from any disease compared to a healthy person. Further under policy No. 34XXX7597 refund of premiums paid by the LA has already been done sympathetically by LIC for Rs.1,26,958/- on 11.02.2022. There is no omission in the process of death claim made by their office therefore complaint made by the complainant is baseless.

- The complainant has filed complaint letter, Annex. VI A and correspondence with respondent, while respondent have filed SCN with enclosures.
- I have heard both the parties over GoTo Meet App at length and perused papers filed on behalf of the complainant as well as the Insurance Company.
- **Observation and Conclusion** – During hearing the complainant submitted that respondent company had repudiated the death claim of her husband stating that DLA had taken frequent sick leave prior to inception of the policy. She further submitted that her husband was always healthy, had never been admitted to any Hospital during the last 30 years and at times had taken leave on the pretext of ill health in order to attend certain religious commitments like Satsang. She therefore appealed to this forum for payment of death claim of her husband since he died on 17.05.2021 due to Covid only. On their turn the respondent company submitted that policy No.34xxx7597 was issued to the DLA on 18.03.2019 for SA of Rs.5 lacs. Policyholder died on 17.05.2021. They further submitted that DLA, Mr Jagdish Yadav was sick since 1995 prior to taking the policy till 17.05.2021 which is evident from the record of absence from duty from 23.09.1986 to 17.05.2021 (Claim Form E) issued by Office Engineer of MPEB where DLA was employed as Linesman. They further submitted that the medical certificates issued by the Doctor shows the number of diseases like chronic chest pain, pyrexia and hypertension suffered by the DLA. As DLA had not disclosed these diseases in the proposal form, respondent company repudiated the death claim but however reviewing the matter on sympathetic grounds refunded the premiums paid by LA amounting to Rs.1,26,958/- on 11.02.2022.

I have heard both the parties and carefully examined the documents available on record. I am of the view that a Medical Certificate issued by a Doctor for the purpose of leave cannot be construed as a Medical Prescription or a Treatment Paper unless it is further supported by other evidences like diagnosis and treatment chart by Qualified Medical Practitioner, etc. In the instant case, during hearing the complainant submitted that her husband and all her family members are attached to Radha Swami Satsang

where the entire family goes and does service for 45 days and at times, as office does not sanction leave every now and then, they had to get leave on medical grounds. Further the respondent company when they could lay hands on the medical certificates, they could as well have obtained further documents related to line of treatment given to the DLA from the Doctor who had signed those Medical Certificates. In view of foregoing fact and circumstances, I am of the considered view that respondent company has wrongly rejected the claim and hence, complaint is liable to be allowed.

AWARD

The complaint filed by Mrs Beena Yadav is allowed with directions to the respondent company to settle the death claim under policy No.34xx7597 to the complainant within 30 days from the date of receipt of this Award.

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  intimated to this forum.

Place : Bhopal (**RAVINDRA MOHAN SINGH**)
Date: 27.05.2022 INSURANCE OMBUDSMAN

Mrs Phool Bai Ahirwar ……………………………………………………………. Complainant

V/s

Bharti Axa Life Insurance Co.Ltd ……………………………………………………………Respondent

COMPLAINT NO: BHP-L-008-2122-0707 ORDER NO: IO/BHP/A/LI/ 0051 /2022-23

1.	**Name & Address of the Complainant**	**Mrs Phool Bai Ahirwar 03, Gram & Post – Pagra Thamanganj, Pagrabadapdara Panna 488 441**
2.	**Policy No: Type of Policy Duration of policy/Policy period**	**50X-XXX3631 Bharti Axa Life Super Endowment Plan 15.05.2018**
3.	**Name of the insured Name of the policyholder**	**Mr Rajesh Ahirwar Mr Rajesh Ahirwar**
4.	**Name of the insurer**	**Bharti Axa Life Insurance Co.Ltd**
5.	**Date of Repudiation/ Rejection**	**30.08.2021**
6.	**Reason for Repudiation/ Rejection**	**Suppression of material facts regarding past medical history of insured**
7.	**Date of receipt of the Complaint**	**14.10.2021**
8.	**Nature of complaint**	**Rejection of death claim**
9.	**Amount of Claim**	**--**
10.	**Date of Partial Settlement**	**--**
11.	**Amount of relief sought**	**Rs.8,54,993/-_ Rider Rs.7,90,014/- + Extended life cover – Rs.8,54,993/-**

12.	Complaint registered under Rule	Rule No. 13(1)(d) Ins. Ombudsman Rule 2017
13.	Date of hearing/place	05.04.2022 AT OIO, Bhopal
14.	Representation at the hearing	
	• For the Complainant	Mrs Phool Bai Ahirwar over Whatsapp call on her mobile number
	• For the insurer	Mr Mithesh Pabari over Whatsapp call on his mobile number
15.	Complaint how disposed	Dismissed
16.	Date of Award/Order	31.05.2022

- Mrs Phool Bai Ahirwar (Complainant) has filed a complaint against Bharti Axa Life Insurance Co. Ltd (Respondent) alleging rejection of death claim of her husband.
- **Brief facts of the Case –**

  • **Contention of the complainant** - The complainant has stated that after the unfortunate demise of her husband she had applied to the respondent company for settlement of death claim. But the respondent company has repudiated her claim on 30.08.2021 mentioning that life assured was a BPL card holder and his income and occupation is false, was unhealthy before taking the policy and also a BPL Card holder while they have no evidence. She then approached the GRO vide letter dated 11.10.2021 and even after lapse of one month has not got any response from them. She has therefore approached this forum for settlement of death claim of her husband.

  • **Contention of the respondent** - The respondent in their SCN have stated that after understanding the key features of the policy, policyholder had signed and submitted the proposal form for insurance after which above policy was issued on 15.05.2018 to Mr Rajesh Ahirwar on payment of premium of Rs.50,000/- for Sum assured of Rs.8,54,993/- , dispatched with option of free look period of 15 days to the registered address of the complainant on 10.05.2018 vide POD No.EM308470754IN and delivered to the complainant on 23.05.2018. Through policy documents it was duly informed to the life assured that answers to the questions asked in proposal form are material for underwriting the risk on the insurance company and any inaccurate answer will entitle the insurer to repudiate his liability because there is clear presumption that any information sought for in the proposal form is material for the purpose of entering into a contract of insurance. That as per the proposal form and law of insurance the life assured is under obligation to disclose every material fact to the insurance company which affects the underwriting decision of the company to arrive out at the decision to issue policy. On 02.05.2021 the insurance company was in receipt of death claim from the complainant informing that the life assured died on 02.08.2018 due to the Cardio Respiratory Arrest. Company had received the death claim intimation after 2 years and 11 months and 23 days from the issuance of the subject policy, whereas the LA died on 02.08.2018 i.e. after approximately 3 months from the issuance of the subject policy. Thus discrete investigation was conducted as per Section 45 of the Insurance Act, 1938 wherein the insurance company had the prerogative to call the policy in question within 3 years from the date of issuance of subject policy. Thus the insurance company conducted investigation and through investigation it was revealed that the subject policy was obtained by playing fraud through suppression of material facts as to the income and occupation of the DLA. Investigation revealed that DLA suppressed the

material fact pertaining to income and occupation in the proposal form. As per the statement of nominee, DLA had died on 02.08.2018 and was cremated as per Hindu rituals. Further the respondent have stated that as per their Investigation report, life assured was a BPL Card holder in his name which makes it evident that DLA had misrepresented his income in the proposal form. Further as per statement of Sarpanch, the LA was a labour by profession and worked on daily wages in Delhi and Haryana. In the proposal form DLA had filled that he was a building contractor with an income of Rs.5,00,000/-. However through investigation it was revealed that DLA was actually a labourer and his financial condition was not very sound. Investigation report also revealed that he was a BPL Card holder (Below Poverty Line) with an annual income of Rs.2.96 lacs for the financial year 2017-2018 as per the Income Tax Return filed by DLA. In view of suppression of material fact it is evident that the complainant herein has filed the present complaint with malafide intentions to gain undue advantage from us since the company has rightly repudiated the claim on grounds of non disclosure / suppression of material facts.

- The complainant has filed complaint letter, Annex. VI A and correspondence with respondent, while respondent have filed SCN with enclosures.
- I have heard both the parties over Whatsapp call at length and perused papers filed on behalf of the complainant as well as the Insurance Company.
- **Observation and Conclusion** – During hearing the complainant submitted that the respondent company has repudiated the death claim of her husband for non disclosure of material information at the time of making the proposal. She further submitted that her husband had given all correct and true information. She therefore appealed to this forum for payment of death claim of her husband.

On their turn the respondent company informed that policy No.50x-xxx3631 was issued on 15.05.2018 to Mr Rajesh Ahirwar (DLA) on payment of premium of Rs.50,000/- for a sum assured of Rs.8,54,993/- under Bharti Axa Life Super Endowment Plan. Under this plan the life assured also had an extended cover for Rs.8,54,993/- plus a term rider for Rs.7,90,014/- the aggregate risk cover being Rs.25 lacs. They informed that the policy bonds were duly dispatched and delivered to the complainant on 23.05.2018. They further submitted that Company was in receipt of death claim from the complainant on 02.05.2021 informing that life assured died on 02.08.2018 due to Cardio Respiratory arrest i.e. after a period of 2 years 11months of death. They further submitted that DLA had died just within two and half months from the date of issue of policy. Hence as per Section 45 of the Insurance Act, 1938 Company had conducted discrete investigation. Investigation reports revealed that the subject policy was taken by playing fraud through suppression of material facts as to income and occupation in the proposal form i.e. DLA was actually a labourer and his financial condition were not very sound. Further more he was a BPL Card holder with an annual income of Rs.2.96 lacs and hence company repudiated the claim on grounds of non disclosure / suppression of material facts.

I have heard both the parties and carefully gone through the documents available on the file. It is evident from file that policy was issued to DLA on 15.05.2018 based on the proposal submitted by complainant with the respondent on 28.03.2018. DLA died on 02.08.2018 and respondent company was in receipt of death claim intimation from complainant on 02.05.2021. Death Certificate has been registered and issued on 18.09.2020 by Gram Panchayat, Pagara. It is also clear from the proposal form that the

life assured has declared his income as Rs.5 lacs in the proposal form and occupation as Building Contractor under Employment category of Professionals. Respondent company had repudiated the claim on the grounds that the DLA had given false occupation and income details in his proposal. The Investigation report submitted by the respondent company states that the DLA was a Daily wage labour and not a building contractor. The ITRs submitted by the complainant at the claim stage to the respondent company shows the income as Rs.2,67,780/- for Assessment Year 2016-17 and Rs.2,96,450/- for the Assessment Year 2017-18. It is therefore clear that there was misrepresentation in the proposal form relating to income and occupation details. Further it is pertinent to note here that 1) Death Certificate was registered and issued on 18.09.2020 i.e. after more than 2 years of death. Death Claim intimation was given to Insurance Company on 02.05.2021 i.e. after 2 years and 9 months after death. The delayed action of the complainant in getting the Death Certificate and subsequent death claim intimation to the Company also appears to be deliberately done by the complainant so that the evidences, etc. could not be traced at a later date.

Moreover the fact that both the ITRs were filed on the same day i.e. 27.03.2018 just a day prior to the proposal date i.e. 28.03.2018 raises doubt / suspicion about the malafide intention of the DLA to go in for such a high risk coverage plan. In view of above foregoing facts and circumstances, the repudiation action by respondent company on the ground of suppression of material facts by life insured is justified and as per terms and conditions of contract. Hence complaint is liable to be dismissed.

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AWARD

The complaint filed by Mrs Phool Bai Ahirwar stands dismissed herewith.

- Let copies of the order be given to both the parties.

Place : Bhopal (**RAVINDRA MOHAN SINGH**)
Date: 31.05.2022 INSURANCE OMBUDSMAN

PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, STATE OF ODISHA
(UNDER RULE NO: 16(1)/17of
THE INSURANCE OMBUDSMAN RULES, 2017)
OMBUDSMAN – **Shri Suresh Chandra Panda**

Case of (Janaki Dash vs. L I C of India, Bhubaneswar.)
COMPLAINT REF: NO: BHU-L-029-2223-0005
AWARD NO: IO/BHU/A/LI/______/2022-2023

1.	Name & Address of the Complainant	Smt. Janaki Dash W/O- Late. Krushna Chandra Dash b-167, BDA Colony, Baramunda, Bhubaneswar-751003

2.	Policy No: Type of Policy, D.O.C, Term Basic Sum Assured Premium, Mode	83154519-New Jeevan Anand Life – With profit 12.02.2019, 20-20 years Rs.150,000 Rs.2679.00 - Qly
3.	Name of the life Insured Name of the Policy holder	Krushna Chandra Dash Krushna Chandra Dash
4.	Name of the insurer	Life Insurance Corporation of India, Bhubaneswar
5.	Date of Repudiation	11.11.2020
6.	Reason for repudiation	Suppression of medical history at the time of entering into policy agreement and Revival of the policy on 20.11.2021
7.	Date of admission of the Complaint	04.04.2022
8.	Nature of complaint	Death Claim unjustly repudiated by the Insurer.
9.	Amount of Claim	Full Death benefit under the policy.
10.	Date of Partial Settlement	N.A
11.	Amount of relief sought	Full Death Benefit
12.	Complaint registered under Rule no: of Insurance Ombudsman Rules	Rule 13(1)(b) of IO Rules
13.	Date of hearing/place	11.05.2022
14.	Representation at the hearing	
	• For the Complainant	Janaki Dash
	• For the insurer	U.S.S.Rout, AO, CRM
15	Complaint how disposed	Under Insurance Ombudsman Rule 17.
16	Date of Award/Order	11.05.2022

17) Brief Facts of the Case- Smt. Janaki Dash, spouse of the DLA and registered nominee in the policy in question (herein after referred to as the complainant) had filed a complaint against Life Insurance Corporation of India, Bhubaneswar Division (herein after referred to as the respondent Insurance company) by alleging that the respondent Insurer has unjustly repudiated the death claim benefit under policy number 831548519. The complaint falls within the scope of Insurance Ombudsman Rules,2017 and so it was registered.

18) Cause of complaint: Repudiation of Death Claim benefit by the Insurer.

Complainant's argument: The Complainant submitted that her husband Krushna Chandra Dash had purchased a Jeevan Anand policy bearing number 831548519 on 12.02.2019 from the present Insurer with Sum assured Rs.150,000/- against quarterly premium of Rs.2679.00. On unfortunate death of her husband, she submitted all original document with the respondent Insurer on 26.06.2020 claiming death benefit under policy number 831548519. The respondent Insurer unjustly repudiated the death claim vide their letter dated 11.11.2020 on the ground of nondisclosure of pre-existing disease. The Complainant had also sent representation to the Grievance Redressal Officer on dated 22.12.2020 and 1.01.2022. But the respondent Insurer upheld the repudiation decision vide their communication dated 02.02.2022. Finding no other alternative, she approached this Forum for redressal of her grievance.

Insurer's Argument-: Per contra, the respondent insurer furnished that the DLA (Deceased Life Assured) Krushna Chandra Dash had purchased the above policy on 12.02.2019 with sum assured of Rs.1,50,000. On death of the life assured on 10.01.2020, the complainant applied for settlement of death claim. Keeping in view the provision of section 45 of the Insurance Act,2015 as amended time to time, the respondent Insurer had instituted early claim investigation. During the investigation, it was noted that in the proposal form dated 12.02.2019, the deceased life assured had answered the medical related questions in "negative". Further, on scrutiny of treatment papers dated 29.04.2019 of 'HCG Panda Cancer Hospital' and 'Sparsh Hospital, dated 02.05.2019 it was found that the deceased life assured was suffering from Cancer (CA of Anal Canal) since more than 2-3 months, i.e. prior to the Date of Commencement (12.02.2019). Further, the policy was revived on 20.11.2019 which was during the course of treatment (01.05.2019 to 10.01.2020) which amounts to suppression of material facts. As such the complaint filed by the complainant 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) Photo copy of policy document.
b) Copy of Complaints addressed to the GRO
c) Death Certificate
c) SCN by the insurer.

21) Result of hearing with both parties (Observations & Conclusion):-On perusal of all the papers, documents submitted and submissions made by both the parties , the Forum has observed that the policy on the life of the deceased had lapsed due to non-payment of premiums for the quarterly due 05/19, 08/19 and 11/2019. While making an application for reviving the same on 20.11.2019, the deceased had not disclosed the pre-existing ailment for which he was undergoing medical treatment from 20.04.2019. The deceased had mentioned that his state of health on the date of the "Declaration of Good Health" was good. From the documents on record, it was seen that the deceased had undergone several pathological and radiological tests for treatment of Anal cancer (Carcinoma rectum). Non-disclosure of this extensive ailment denied the opportunity to the respondent Insurer to properly assess the risk. Thus, suppression of material information got established. The Insurer has already refunded the premium paid towards full and final settlement of the claim. The complainant is not eligible for any further relief as per terms and conditions of the policy document. As such, the decision of the Respondent to repudiate the subject claim is upheld.

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

Dated at Bhubaneswar on 11th May 2022.

SURESH CHANDRA PANDA

INSURANCE OMBUDSMAN
FOR THE STATE OF ODISHA

PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, STATE OF ODISHA
(UNDER RULE NO: 16(1)/17of
THE INSURANCE OMBUDSMAN RULES, 2017)
OMBUDSMAN – **Shri Suresh Chandra Panda**

Case of (Sunita Pradhan vs. Life Insurance Corporation of India.)
COMPLAINT REF: NO: BHU-L-029-2223-0011
AWARD NO: IO/BHU/A/LI/______/2022-2023

1.	Name & Address of the Complainant	Sunita Pradhan, W/O- Bibhuti Bhusan Pradhan At- Ankulpatana Sahi, Po- Rajsunakhala Dist- Nayagarh
2.	Policy No, Type of Policy, Option Commencement of Policy, Term Basic Sum Assured Premium/Payment-Mode	574972611- Jeevaan Lakshya Life- With Profit 24.09.2018 Rs.500,000/- Rs.3406.00 , Mly (SSS)
3.	Name of the Insured Name of the Policyholder	Bibhuti Bhusan Pradhan Bibhuti Bhusan Pradhan
4.	Name of the insurer	Life Insurance Corporation of India, Cuttack Division
5.	Date of Repudiation	22.02.2022
6.	Reason for repudiation	Gap premium for 06/2019 to 09/2019 , total 04 premiums were not deducted by the Employer of the DLA
7.	Date of admission of the Complaint	06.04.2022
8.	Nature of complaint	Death benefit repudiated by the Insurer for SSS Gap premium.
9.	Amount of Claim	Death benefit under policy number 574972611
10.	Date of Partial Settlement	N.A
11.	Amount of relief sought	Rs.5,00,000/-
12.	Complaint registered under Rule no: of I O Rules	Rule 13 (1)(b) of IO Rules
13.	Date of hearing/place	11.05.2022

14.	Representation at the hearing	
	• For the Complainant	Smt. Sunita Pradhan
	• For the insurer	Smt. Sujata Naik, AO , Legal
15	Complaint how disposed	Under Insurance Ombudsman Rule 17.
16	Date of Award/Order	11.05.2022

17) Brief Facts of the Case- Smt.Sunita Pradhan, W/O the DLA , Bibhuti Bhusan Pradhan and registered nominee in the policy in question (herein after referred to as the complainant) had filed a complaint against Life Insurance Corporation of India, Cuttack Division (herein after referred to as the respondent Insurance company) alleging unjust repudiation of death claim under policy number 574972611. The complaint falls within the scope of Insurance Ombudsman Rules,2017 and so it was registered.

18) Cause of complaint: Repudiation of Death benefit under policy number.574972611.
Complainant's argument: The Complainant submitted that her husband had purchased 2 numbers of policies bearing numbers 587842297 and 574972611 under Salary Savings Scheme from the present Insurer. On unfortunate death of her husband on 17.05.2020, the complainant had submitted all original document for death claim benefit under the above two policies. During the policy tenure, premium for the period 06/2019 to 09/2019 were not sent to the Insurer as the policyholder was absent from duty on medical ground. While the respondent Insurer had settled death claim under one policy (587842297) after deducting outstanding gap premium for four months, the death claim benefit under 2nd policy (574972611) was rejected for the same gap premium period. She had not received any satisfactory reply against her representation sent to the GRO on 04.03.2022 for reconsideration of the death claim rejection.

Insurer's Argument-: Per contra, the respondent insurer submitted that the reliefs sought by the complainant are unsustainable and without any merits. The respondent insurer submitted that this was a SSS (Salary Savings Scheme) policy and the DLA (Deceased Life Assured) was an employee of OSAP,6TH Battalion, Cuttack. The monthly premiums of the said policy were being adjusted by salary deduction through the employer OSAP, Cuttack. As on date of death of the Life Assured. i.e.17.05.2020, there were four (04) numbers of intermittent gaps for the period 06/2019 to 09/2019. Hence, the policy in question was in lapse condition as on date of death. Being an early claim, the policy was in lapse condition and had not acquired paid up value as per the policy conditions. Since numbers of intermittent gaps are more than 2 in the above SSS policy, it is not qualifying for payment under 'Chairman's Relaxation Rules,1987 and SSS ex-gratia "circular dated.16.12.2019. (copy enclosed).
So far as the policy number 587842297 with D.O.C 14.06.2012 is concerned, the death claim was settled as because it was qualifying for 'extended claim concession rules". The respondent insurer submitted that it has not committed any deficiency in service and rejection of the complaint by the insurer is done as per rules. As such the complaint filed by the complainant 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) Photo copy of policy document.
b) Copy of Complaint sent to the GRO on 04.03.2022 by speed post.
c) Copy of death certificate
c) SCN by the insurer.

21) Result of hearing with both parties (Observations & Conclusion):- On perusal of all the papers, documents submitted and submissions made by both the parties it is observed that the complainant has filed this complaint alleging that her husband working in OSAP,6th battalion, Odisha(P.A.Code.085113) had purchased this policy under Salary Savings Scheme on 24.09.2018. The policy was in force with First Unpaid premium due 05/2020 on the date of death of the life assured. However, there were four intermittent gaps in the premium due for 06/2019, 07/2019,08/2019 and 09/2019 as the DLA was on medical leave without salary for the same period. The above facts were also duly acknowledged by the employer vide their certificate dated 28.09.2021. It is contended by the respondent Insurer that as per policy document part 5(b) a grace period of 15 days is allowed for monthly premium. If the premium is not paid before the expiry of the days of grace, the policy lapses. Further, under Chairman's Relaxation Rules, 1987 "Death claims under SSS policy issued w.e.f.01.01.2014, where the claims concessions are not applicable and having initial/intermittent gaps, may be considered on ex-gratia basis subject to the conditions that total number of gaps including initial gaps does not exceed 3". In this particular case, numbers of intermittent gaps are 04, hence, technically not qualifying for Chairman's Relaxation Rules dated.16.12.2019. However, it will not be out of place to mention that one of the objectives of Salary Saving Scheme policy is to arrest lapsation of policy where under the contract, the employer acts as Agent and responsible for deducting premium from the salary of the employee and Insurer acts as the Principal. It is observed that SSS Schemes is providing for tripartite arrangement wherein employer accepting responsibility of deducting premium from salaries of employee and sending the same to the insurer. It is held that in any specific event where the premiums could not be deducted from the salary of the employee, the employer is obligated to inform the employee that for some reason, he is not in a position to perform his obligation of sending premium to the insurer, whereupon the latter could have paid the premium directly to the insurer. In the instant case, the Insurer also could not produce any evidence of sending default notices to the insured or the employer for the above gap periods. Therefore, in the opinion of the Forum the employer and the Insurer are also responsible to some extent for the lapsation of the policy. In the light of the above circumstances, denying the claim of the complainant in toto will be an injustice to her, hence, the complainant is entitled to get back the total premium paid under the policy.

AWARD

Taking into account the facts & circumstances of the case and the submissions made by both the parties and the acknowledgement during the course of hearing, the Insurer is directed to refund the total premium paid under policy number 574972611.

The complaint is treated as allowed accordingly.

22) The attention of the Complainant and the Insurer is hereby invited to the following provisions of Insurance Ombudsman Rules, 2017:

a) According to Rule 17(6) of the Insurance Ombudsman Rule 2017, the Insurer shall comply with the Award within 30 days of the receipt of the award and shall intimate the compliance to the Ombudsman
b) As per rule 17(8) of the said rule, the award of the Insurance Ombudsman shall be binding on the Insurers.

Dated at Bhubaneswar on 11th May 2022.

SURESH CHANDRA PANDA

INSURANCE OMBUDSMAN

FOR THE STATE OF ODISHA

PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, STATE OF ODISHA
(UNDER RULE NO: 16(1)/17of
THE INSURANCE OMBUDSMAN RULES, 2017)
OMBUDSMAN – **Shri Suresh Chandra Panda**

CASE OF (Chandra Sekhar das vs Bajaj Allianz Life Insurance Co. Ltd.)
COMPLAINT REF: NO: BHU-L-006-2223-0013
AWARD NO: IO/BHU/A/LI/______/2022-2023

1.	Name & Address of the Complainant	Chandra Sekhar Das S/O Pradeep Kumar Das Kuthari Temple Street, Berhampur, Ganjam 760009 Odisha
2.	Policy No: Type of Policy	0166145671 Life

	Duration of policy/Policy period	03.05.2010
3.	Name of the insured Name of the policyholder	Arun Kumar Das. do
4.	Name of the insurer	Bajaj Allianz Life Insurance Co. Ltd.
5.	Date of Repudiation	02.12.2021
6.	Reason for repudiation	Policy in lapsed condition
7.	Date of admission of the Complaint	05.04.2022
8.	Nature of complaint	Partial Repudiation of Death Claim.
9.	Amount of Claim	Rs16,50,000
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Rs16,50,000
12.	Complaint registered under Rule no: of Insurance Ombudsman Rules	Rule 13 of IO Rules
13.	Date of hearing/place	18.05.2022/ Bhubaneswar
14.	Representation at the hearing	
	a) For the Complainant	Chandra Sekhar Das
	b) For the insurer	Mr. Saswata Banerjee, Bajaj Allianz Life Insurance
15	Complaint how disposed	Under Insurance Ombudsman Rule 17.
16	Date of Award/Order	18.05.2022

17) Chandra Sekhar Das (herein after referred to as the complainant) had filed a complaint against Bajaj Allianz Life Insurance Co. Ltd. (herein after referred to as the respondent Insurance company) alleging partial repudiation of Death Claim.

18) Cause of complaint:
a) Complainant's argument: The complainant Chandra Sekhar Das, being the brother of DLA Arun Kumar Das stated that the renewal premium due on 03.05.2021 could not be deposited by the DLA because of illness from May'2021 to June'2021. The DLA was infected with covid19 on 06.05.2021 and was admitted to hospital on 10.05.2021 and discharged on 17.06.2021.

Because of the pandemic and infection with covid19, the financial condition got deteriorated and Mr. Das could not deposit the premium which was due on 3rd May'2021 for which the policy got lapsed. The Insurer was not paying the full Sum assured with bonus against the Death Claim of the policy as the policy was lapsed as on date of death.
Hence, the complainant has complained before the Ombudsman for settlement of above Death Claim with full Sum Assured and bonus.

b) Insurer's argument: The Insurer argued that the policy no. 0166145671 was lapsed on 03.05.2021 for non- payment of premium in time and the life assured had died on 17.06.2021. Hence the Insurer had paid the lapsed death benefit of Rs.3,75,021 which included paid up value of Rs.1,83,333 + reversionary bonus of Rs1,38,655 + special bonus of Rs10,000 + terminal bonus of Rs 20,166.67 and policy suspense of Rs 22,865.76. It was submitted that contract of insurance was an agreement between the proposer and the Insurer where both the parties agreed to be bound by the terms and conditions of the contract. But the life assured had failed to oblige the contract by not paying the premium in due time. So, in a lapsed policy only lapsed death claim would be payable. Regarding the IRDA circular dated 09.07.2020, the relaxation was till May 2020 and the DLA had died on 17.06.2021. Therefore, the Insurer had acted as per the circular and lapsed death benefits had been settled and had requested the Hon'ble Ombudsman to dismiss the complaint.

19) Reason for Registration of Complaint: - scope of the Insurance Ombudsman Rules 2017.
This is a complaint against partial repudiation of Death Claim.

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

21)Result of hearing with both parties (Observations & Conclusion)- On perusal of all the papers, documents submitted and submissions made by both the parties, it was found that the yearly premium due on 03.05.2021 was not paid within the grace period of 30 days i.e. 03.06.2021 and the life assured had died on 17.06.2021. As per the policy conditions, if the premium is not paid within the days of grace, the policy gets lapsed and the policy acquires paid up value. In the cited complaint no. BHU-L-006-2223-0013, the insurer had already paid the paid-up value with requisite bonuses on 02.12.2021. As per the IRDA circular dated 04.04.2020, the additional grace period of 30 days was allowed for life insurance policies whose premiums fell due in March/April 2020. But in the present policy, the premium was due on 03.05.2021 which was not paid in time for which the policy had lapsed and the insurer had correctly settled the Death Claim by paying the paid-up value with bonuses as per the policy conditions.
Hence, the forum has dismissed the complaint by upholding the decision of the insurer.

AWARD

Taking into account the facts & circumstances of the case and the submissions made by both the parties during the course of hearing, the complaint no. BHU-L-006-2223-0013 stands dismissed.

Dated at Bhubaneswar on 18th Day of May, 2022.

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

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

Ombudsman: Shri Sudhir Krishna

Case of Dhanpat Rai versus Life Insurance Corporation of India
Complaint Ref. No.: DEL-L-029-2223-0083

1.	Name & Address of the complainant	Shri Dhanpat Rai, H No.1242, Maruti Vihar, Chakkarpur, M.G Road, Gurugram -122001

2.	Policy No. Type of policy Policy term/Premium term	***093*** Pension plan 20/15
3.	Name of the insured Name of the policy holder Name of the nominee	Deepak Rai Deepak Rai Dhanpat Rai
4.	Name of insurer	Life Insurance Corporation of India
5.	Date of rejection	16.06.2019 & 26.07.2021
6.	Reason for grievance	Repudiation of death claim
7.	Date of receipt of the complaint	30.03.2022
8.	Nature of complaint	Repudiation of death claim
9.	Amount of claim	Rs.300000/-
10.	Date of partial settlement	N.A.
11.	Amount of partial settlement	N.A.
12.	Amount of relief sought	Rs.300000/-
13.	Complaint registered under Rule no.: Insurance Ombudsman Rules, 2017	13(1)(b)- any partial or total repudiation of claims by the life insurer, General insurer or the health insurer
14.	Date of hearing/ Place of hearing	17.05.2022/ Online Video Conferencing via WebEx & Call
15.	Representation at the hearing	
	For the complainant	Shri Dhanpat Rai, the complainant
	For the insurer	1.Shri Rajesh Tikoo, Manager (CRM), Delhi D.O.-1 2. Smt. Shail Bala Misra, AO (CRM), Delhi D.O.-1
16.	Date of Award/Order	Award under Rule 17/ 17.05.2022

17. **Brief Facts of the Case:** Shri Dhanpat Rai (hereinafter, the Complainant) has filed this complaint against the Life Insurance Corporation of India (hereinafter, the Insurers) alleging wrong repudiation of death claim under the subject policy no. ***093***.

18. **Cause of Complaint:**

a) **Complainant's Argument:** The DLA had sent cheque of Rs. 23650 for the defaulted renewal premiums and the 'late fee' by post to the Insurers' branch office on 08.09.2018 and the same was returned by the Insurer vide speed post but without giving any reason for return. Meanwhile, his son died in a road accident on 21.09.2018 in Warsaw, Poland. When he approached Insurers for death claim, they rejected the claim basis policy under lapsed condition. To this, he approached the Insurers on multiple occasions, but his request was declined. Hence, he has now approached this forum for relief.

b) **Insurer's Argument:** The Insurers in their Self-Contained Note dated 12.05.2022 have stated that the subject Policy was issued on 28.06.2016 for annual premium of Rs. 22751 and two annual premiums were received in all. Complainant has alleged depositing cheque at their branch office by post on 08.09.2018 and the same was returned without mentioning any reason. However, no record relating to receipt of cheque or return of cheque for the year 2018 is available with them as the same was destroyed in accordance with their internal guidelines of the corporation for destruction of old records. Further, the premium becomes

due in the month of June, as the same was not paid within the days of grace, therefore as per policy condition 2 and 3, the policy acquired lapsed status. That on 08.09.2018, the policy was in lapsed status. Further, the cheque deposited with the complaint letter pertains to a third party. Hence, in view of the aforesaid arguments, the complaint may be closed.

19. **Reason for registration of complaint:** Repudiation of death claim.

20. **The following documents were placed for perusal:**
    a) Copy of policy.
    b) Correspondence between the Complainant and the Insurance Company.
    c) Self-Contained Note from the Insurers.

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

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

The policy was issued on 28.06.2016 for annual premium of Rs. 22751 and the policyholder had paid the renewal premium due on 28.06.2017. However, the second annual premium due on 28.06.2018 was not paid within the due date of 28.06.2018 and the grace period of 30 days, which ended on 27.07.2018. The Complainant has submitted a copy of postal envelope of Rs. 5, which he says had contained the cheque for the second annual premium due on 28.06.2018. He also says that the Insurers had returned his cheque to him, but the Insurers state that he has submitted no proof to this effect.

As per the Conditions No. 2 & 3 of the policy, a policy stands lapsed if premium is not paid within the grace period of one month and can be revived within a period of two consecutive years from the due date of the first unpaid premium but before the date of maturity, on the submission of the proof of continued insurability of the insured to the satisfaction of the Insurers. Further, Policy Condition No. 4 states that if less than 3 annual premiums have been paid and any premium has not been duly paid, then all benefits under the policy shall cease from the expiry of the grace period of 30 days, which ended on 27.07.2018. All these factors lead to the conclusion that the claim was not maintainable and, pursuantly, the Insurers were justified in repudiating the claim and, accordingly, the complaint shall deserve to be rejected.

Award
The complaint is rejected.

(Sudhir Krishna)
Insurance Ombudsman

May 17, 2022

Copy to: 1) The Complainant.

2) The Insurance Company.

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

Ombudsman: Shri Sudhir Krishna

Case of Pavittarjit Kaur Versus HDFC ERGO General Insurance Company Ltd.
Complaint Ref. No.: DEL-G-018-2223-0019

1.	Name & Address of the Complainant	Smt. Pavittarjit Kaur, T-6, 506, Park View Residency, Gurugram-122017
2.	Policy No: Type of Policy Duration of policy/Policy period	**** 2024 8864 0300**** Sarv Suraksha Plus Policy 02.11.2018-01.11.2023
3.	Name of the insured Name of the policy holder	Late Amandeep Singh Late Amandeep Singh
4.	Name of the insurer	HDFC ERGO General Insurance Company Ltd.
5.	Date of repudiation	31.07.2021
6.	Reason for repudiation	Claim not covered under the Critical Illness & Credit Shield Assurance
7.	Date of receipt of the complaint	08.04.2022
8.	Nature of complaint	Rejection of claim
9.	Amount of claim	Rs 100000/-
10.	Date of partial settlement	NA
11.	Amount of partial settlement	NA
12.	Amount of relief sought	Rs 100000/-
13.	Complaint registered under Rule No. of the Insurance Ombudsman Rules, 2017	Rule 13(1) (b) – any partial or total repudiation of claim by insurer.
14.	Date of hearing/place	24.05.2022, Delhi, Online, Via WebEx
15.	Representation at the hearing	
	For the complainant	Smt. Pavittarjit Kaur, the complainant
	For the insurer	Ms Khushmani Kaur, Manager (Legal Claims)
16.	Date of Award/Order	Award under Rule 17/ 24.05.2022

17. Brief Facts of the Case: Smt. Pavittarjit Kaur (hereinafter referred to as the Complainant) has filed this complaint against the decision of the HDFC ERGO General Insurance Company Ltd. (hereinafter referred to as the Insurers or the Respondent Insurance Company) alleging wrong rejection of the death claim on her husband, Late Amandeep Singh, and rejection of credit assurance claim.

18. Cause of Complaint:

a) Complainant's Argument: The Complainant is the nominee of the insured under the Sarv Suraksha Policy taken from the Respondent by the deceased policy holder Shri Amandeep Singh. She had preferred a claim for waiving off the car loan with the insurer following death of her husband due to Covid 19 on 04.05.2021. The claim was denied by the insurer stating that the death of the insured was non-accidental and hence the claim for the balance outstanding loan as per Section 5 of the policy was not payable. She has stated that the claim was filed on the ground of Critical Illness rather than the Credit Shield Insurance. The death claim on her husband should be treated under Critical Illness against which the sum insured is Rs 100000/- under point 5 in the coverage details. She has

complained that the death claim was rejected by the insurers stating that the cause of death was not a critical illness. She then represented against the rejection. However,

the respondents reviewed the case but maintained the stand taken by them for rejection. The complainant then approached this forum to get her complaint redressed.

b) Insurers Argument: The Insurer in the SCN dated 19.05.2022 has stated that Amandeep Singh was insured under the Sarv Suraksha Plus Policy. The benefits of the policy are stated in the Coverage details and are subject to the conditions and exclusions thereof. The complainant had lodged a claim seeking benefits under Credit Shield section of the policy following the death of her husband on 04.05.2021. The insurers are liable to pay the balance outstanding loan up to the sum insured in the event of Accidental Death or Permanent Total Disability. They have stated that the cause of death of the insured was B/L Covid Pneumonia as per Death Certificate of Tagore Hospital, Jalandhar. They had therefore repudiated the claim. The claim under critical illness was also not admissible. The insured person has to survive for a period of 30 days from the date of diagnosis which in the present case is 26.04.2021. They have specified the major medical illnesses as listed by IRDAI guidelines. The claim arising out of the ailment in the present case is not payable under the policy.

19. Reason for registration of Complaint: Rejection of claim.

20. The following documents were placed for perusal:

a) SCN, Insurance policy.

b) Claim Form.

c) Death Summary, Letter to GRO.

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

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

The Policy provides benefit under Credit Shield only for accidental death, but the cause of death of the insured was B/L Covid Pneumonia and hence the claim on this count was not admissible.

As regards the claim under Critical Illness, (a) the cause of death is not included in one of the 10 illnesses covered under the Policy and (b) insured person did not survive for a period of 30 days from the date of diagnosis, which in the present case was 26.04.2021, and the date of death was 04.05.2021. Therefore, the claim on this count was also not admissible.

In these circumstances, the repudiation of the claim was justified and, pursuantly, the complaint shall deserve to be rejected.

Award

The complaint is rejected.

(Sudhir Krishna)
Insurance Ombudsman
May 24, 2022

Copy to: 1. The Complainant.
2. The Insurance Company.

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

Ombudsman: Shri Sudhir Krishna

Case of Swati Mittal versus Reliance General Insurance Company Ltd.
Complaint Ref. No.: DEL-G-035-2223-0009

1.	Name & Address of the Complainant	Smt. Swati Mittal House No. 296, Gautam Nagar, New Delhi-110049
2.	Policy No:/Certificate No. Type of Policy Duration of Policy/Policy Period	****96291400****/ ****9172914100****, Reliance Group Personal Accident Policy 10.08.2020 To 09.08.2021
3.	Name of the insured Name of the policy holder	Vineet Mittal Vineet Mittal
4.	Name of the insurer	Reliance General Insurance Company Ltd.
5.	Date of repudiation	25.09.2021
6.	Reason for repudiation	Cause of loss not covered under the policy.
7.	Date of receipt of the complaint	11.04.2022
8.	Nature of complaint	Repudiation of claim
9.	Amount of claim	Rs. 2000000/-
10.	Date of partial settlement	N.A.
11.	Amount of partial settlement	N.A.
12.	Amount of relief sought	Rs. 2000000/-
13.	Complaint registered under Rule No. of the Insurance Ombudsman Rules, 2017	Rule 13(1)(b) – any partial or total repudiation of claims by an insurer
14.	Date of hearing/place	05.05.2022, Delhi, Online, Via WebEx
15.	Representation at the hearing	
	For the complainant	Smt. Swati Mittal, the complainant
	For the insurer	Smt. A Vasundhara Devi, Head, Personal Accidents Claims
16.	Date of Award/Order	Award under Rule 17/ 05.05.2022

18. **Brief Facts of the Case:** Smt. Swati Mittal (hereinafter referred to as the Complainant) has filed this complaint against the decision of Reliance General Insurance Company Ltd. (hereinafter referred to as the Insurers) alleging wrong repudiation of death claim on her deceased husband.

19. **Cause of Complaint:**

a) **Complainant's Argument:** The Complainant has stated that her husband Shri Vinnet Mittal had taken Home Loan Rs. 2047000/- from Indiabulls Housing Finance on 09.08.2017 and he was given the subject Policy of the Insurers for Rs. 2000000/- to secure home loan and the policy was renewed every year in time. Unfortunately, Shri Vineet Mittal expired on 02.05.2021 due to COVID-19 infection in Le Crest Hospital, Ghaziabad. Complainant filed death claim for 20 lacs on Insurance Company to meet home loan liability. But insurance company repudiated the claim stating that the cause of death was Covid-19, not accident and thus the cause of loss was not covered under the policy. Complainant wrote that policy was taken for secure of home loan in case of any mishap. She wrote to GRO also on and 29.12.2021

but Insurance Company denied the claim for the same reason. So, she has approached this forum for relief.

b) **Insurer's Argument:** The Insurers in their SCN dated 27.04.2022 have stated that on receipt of claim documents from complainant, the same were scrutinized and it was observed from the claim documents that the death of insured was due to COVID-19 Positive-Bilateral Pneumonitis, LRT1 and HTN, but not due to accident/injury, so claim was inadmissible and did not cover as per policy. Therefore, the claim was rightly repudiated under the policy.

19. Reason for registration of Complaint: Repudiation of Mediclaim.

20. The following documents were placed for perusal:

a) Death Summary
b) Repudiation
c) GRO

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

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

The Complainant states that her husband was informed while taking the policy that the policy benefits would be available in case of death due to any reason. She also states that the Policy Cover Letter has stated the Cover Details as "Death + Permanent Disability" and has not mentioned about any reasons for the death.

The subject policy is a Group Personal Accident and the Scope of Coverage states that the Company shall pay to the Policyholder or his legal heir, as the case may be, the amounts specified in the Policy, if any of the Insured Persons shall sustain death or any injury resulting solely and directly from an accident during the Policy Period. In this case, the insured had died due to Covid, which was not an accident. Therefore, the Insurers were justified in repudiating the clam. Pursuantly, the complaint shall deserve to be rejected.

Award
The complaint is rejected.

(Sudhir Krishna)
Insurance
Ombudsman

May 05, 2022

Copy to:

1. The Complainant.
2. The Insurance Company.

PROCEEDINGS OF THE INSURANCE OMBUDSMAN, DELHI

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

Ombudsman: Shri Sudhir Krishna

Case of Varun Sachdeva Versus HDFC ERGO General Insurance Company Ltd.
Complaint Ref. No.: DEL-G-018-2223-0002

1.	Name & Address of the Complainant	Shri Varun Sachdeva, H.No.141, 2nd Floor, Chitra Vihar, New Delhi-110092
2.	Policy No: Type of Policy Duration of policy/Policy period	****20335632370**** Sarv Suraksha Plus Policy 16.03.2020-15.03.2025
3.	Name of the insured Name of the policy holder	Renu Sachdeva Renu Sachdeva
4.	Name of the insurer	HDFC ERGO General Insurance Company Ltd.
5.	Date of repudiation	17.06.2021
6.	Reason for repudiation	Cause of death not covered under the policy
7.	Date of receipt of the complaint	04.04.2022
8.	Nature of complaint	Rejection of claim
9.	Amount of claim	Rs. 600000/-
10.	Date of partial settlement	NA
11.	Amount of partial settlement	NA
12.	Amount of relief sought	Rs. 600000/-
13.	Complaint registered under Rule No. of the Insurance Ombudsman Rules, 2017	Rule 13(1) (b) – any partial or total repudiation of claim by insurer.
14.	Date of hearing/place	04.05.2022, Delhi, Online, Via WebEx
15.	Representation at the hearing	
	For the complainant	Shri Varun Sachdeva, the complainant
	For the insurer	Ms Khushmani Kaur, Manager (Legal Claims)
16.	Date of Award/Order	Award under Rule 17/ 13.05.2022

17.Brief Facts of the Case: Shri Varun Sachdeva (hereinafter referred to as the Complainant) has filed this complaint against the decision of the HDFC ERGO General Insurance Company Ltd. (hereinafter referred to as the Insurers or the Respondent Insurance Company) alleging wrong rejection of the death claim of his mother Renu Sachdeva.

18. Cause of Complaint:

a) **Complainant's Argument:** The Complainant is the son and the nominee of the deceased policy holder Smt. Renu Sachdeva under the Sarv Suraksha Plus Policy of the Respondent. His mother was admitted in Guru Teg Bahadur Hospital on 04.05.2021. She died on 05.05.2021 due to respiratory failure / lungs disorder. He preferred a claim under the critical illness section of the policy. But the claim was rejected by the insurers stating that the same does not meet the eligibility criteria of a critical illness. He then represented against the rejection stating that the policy holder was Covid negative on 02.05.2021 as per RTPCR report. The hospital has stated respiratory failure as the cause of death. He represented against the decision of the insurer, but they maintained their stand for rejection. He then approached this forum to get relief.

b) Insurers Argument: The Insurers in their SCN have stated that Smt. Renu Sachdeva was insured under the Sarv Suraksha Plus Policy. The benefits of the policy are stated in the Coverage details and are subject to the conditions and exclusions thereof. The cause of death of the insured was Covid induced respiratory failure as per Death Certificate of Guru Teg Bahadur Hospital. In order for a claim to become admissible under Critical Illness, the insured must be diagnosed with a critical illness as mentioned in the policy. They have specified the major medical illnesses as listed by IRDAI guidelines. Further, the insured has to survive for a period of 30 days from the date of such diagnosis. The insured was suffering from the said disease for past 8 days when she succumbed to it. The conditions of neither the diagnosis nor the survival period are fulfilled in the present case. Thus, the claim is not admissible under the policy. In their repudiation letter they have stated that Covid 19 is not covered under Critical Illness enlisted in Section 1 of policy terms and conditions covering Critical Illness and Procedures.

19. Reason for registration of Complaint: Rejection of claim.

20. The following documents were placed for perusal:

a) SCN, Insurance policy.

b) Claim Form, Discharge summary, Diagnostic Reports.

c) Death Certificate, Letter to GRO.

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

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

The Complainant states that the Hprime Lab Test dated 02.05.2021 had reported Covid Negative and, therefore, the cause of death mentioned in the Death Certificate should not be relied upon. He also states that his mother had died due to complication of increase in blood in the lungs and shortness of breath, which are also the symptoms of primary pulmonary arterial hypertension, which is noted as an eligible critical illness. The Death Certificate issued by the GTB Hospital dated 05.05.2021 has noted the cause of death of the insured as 'Covid induced respiratory failure' and the duration of the disease, as 8 days. The Policy provides benefits against critical illnesses of 10 specified types, and Covid induced respiratory failure is not in that list. There is no good reason to overlook the Death Certificate issued by the GTB Hospital. Therefore, it is concluded that the illness of the deceased insured was not covered for benefit under the 'Critical illness' section of the subject policy and, accordingly, the Insurers were justified in repudiating the claim. Pursuantly, the complaint shall deserve to be rejected.

Award
The complaint is rejected.

(Sudhir Krishna)
Insurance Ombudsman
May 13, 2022

Copy to: 1. The Complainant.
3. The Insurance Company.

Repudiation of Death-Claim

<table>
<tr><td colspan="3">PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, STATES OF A.P., TELANGANA & YANAM
(Under Rule 16(1)/17 of The Insurance Ombudsman Rules, 2017)</td></tr>
<tr><td colspan="3">OMBUDSMAN - SHRI N.SANKARAN</td></tr>
<tr><td colspan="3">Case between: Mrs.K. Soundarya Lahari…………….Complainant
Vs
M/s Bharati Axa Life Insurance Company Ltd……….Respondent
Complaint Ref. No. HYD-L-008-2223-0059
Award No. IO/HYD/A/LI/0011/2022-23</td></tr>
<tr><td>1.</td><td>Name & address of the Complainant</td><td>Mrs. K.SoundaryaLahari
H.No. 10-303 Vasantahpuri Colony
Malkajgiri, Hyderabad
Telangana- 500047</td></tr>
<tr><td>2.</td><td>Policy No./Collection No./DOC
Type of Policy
Policy term/Premiumpaying period</td><td>50****4224
Bharati Axa Life Super Series-Non linked, Non - Participatory Saving Plan
20/10 Yrs</td></tr>
<tr><td>3.</td><td>Name of the Policy holder</td><td>Mr. Rama PurusottamKuppa</td></tr>
<tr><td>4.</td><td>Name of the insurer</td><td>Bharati Axa Life Insurance Company Ltd</td></tr>
</table>

5.	Date of Rejection by Insurer	17.01.2022
6.	Reason for Rejection	Suppression of material information.
7.	Date of receipt of the Complaint	11.04.2022
8.	Nature of complaint	Repudiation of Death Claim
9.	Amount of Claim	3,94,741/-
10.	Date of Partial Settlement	NIL
11.	Amount of Relief sought	As in 9 above.
12.	Complaint registered under	Rule No 13 (1) (b) of Insurance Ombudsman Rules
13.	Date of hearing/place	24.05.2022/Hyderabad
14.	Representation at the hearing a) For the complainant b) For the insurer	 a) Self b) Mrs. Radhika Lodha, Senior Executive Legal
15.	Complaint how disposed	Disposed
16.	Date of Order/Award	24.05.2022

17) Brief Facts of the Case:

Ms. K.Soundarya Laharifiled a complaint regarding repudiation of death claim on her father's policy, by Insurer. The complaint falls within the scope of the Insurance Ombudsman Rules, 2021 and so it was registered.

18) Cause of Complaint: Repudiation of death claim.

(a) Complainant's argument:

The complainant Mrs. K Soundarya Laharisubmits that her father Late Mr. RamaPurusottamKuppahad taken Policy bearing No. 50****4224 from Bharti Axa Life Insurance Company. Her father passed away on 23.11.2021 due to massive heart attack.She applied for death claim, the insurance company rejected the death claim. Complainant requests for settlement of the claim.

b) Insurer's argument:

In its Self-contained note Insurer submits the mentioned life Insurance policies bearing number**50****4224** was issued on 11.02.2021. The insurer received death intimation on 06.12.2021 informing that the life assured expired on 23.11.2021. As it was an early claim, as per Sec. 45 of the Insurance Act, the insurer conducted an investigation. On investigation, it

was revealed that the Deceased Life Assured (DLA) was a known case of Diabetes Mellitus Type- II, Hypertension and coronary artery disease since 2004 prior to issuance of the subject policy. Insurer further summitted that Life Assured was taking treatment from various hospitals which is evident from discharge summaries from the Apollo Hospital. DLA had not disclosed the pre-proposal medical history in the proposal form. In view of the non-disclosure/suppression of material facts regarding pre-proposal medical history of the DLA, the Insurance Company had repudiated the claim.
In view of the above, insurer seeks for dismissal of the complaint.

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

20) The following documents were placed for perusal.

a) Copy of representation before Grievance Redressal Officer of 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 online hearing.

The forum observed that the death claim was repudiated by the insurer stating that DLA had suppressed material facts regarding his medical history while taking the policy. The insurer submitted thatDeceased Life Assured (DLA) was a known case of Diabetes Mellitus Type- II, Hypertension and Coronary Artery Disease since 2004 prior to issuance of the subject policy. Insurer further summitted that Life Assured was taking treatment from various hospitals which is evident from the records. The insurer also stated that, in Section 7 of the proposal form, the DLA was asked if he had ever received medical advice or treatment for disorders of blood pressure, any heart disease or raised blood sugars. Though the DLA had suffered from diabetes and blood pressure, he had answered the above questions in the negative. Insurer submitted that they would have certainly not issued subject policy at all or premium amount would have been not same in the subject policy.

A contract of Insurance is governed by the principle of ‘Uberimafides’. In other words, it is a contract of utmost good faith wherein the life assured is duty bound to disclose all facts which are material to the contract, while taking the policy. The hospital records furnished by the insurance company establishes that the deceased life assured (DLA) was suffering from Diabetes Mellitus Type- II, Hypertension and coronary artery disease since 2004 prior to issuance of the subject policy. The proposer is aware of his own health conditions and

therefore while signing the proposal it is his responsibility to ensure that all material information is disclosed in a true and correct manner. Therefore, the repudiation of the claim by the Insurer for suppression of material fact is justified and the forum concurs with the same.

However, the Insurer is directed to refund the premiums paid immediately in respect of the impugned policy bearing number 50****4224.Accrdingly, complaint has been disposed.

AWARD

Taking into account the facts and circumstances of the case, the repudiation of claim by the insurer on grounds of suppression of material facts regarding his past medical history is in consonance with policy terms and conditions and the Forum concurs with the same. The Insurer is directed to refund the premiums paid immediately.

Dated at Hyderabad on the 24thday of May 2022

(N SANKARAN)

INSURANCE OMBUDSMAN

FOR THE STATES OF A.P., TELANGANA AND 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 N.SANKARAN		
Case between: Mrs.Shweta Singh………..…………..Complainant **Vs** **M/s HDFC Life Insurance Company Ltd ……….Respondent** **Complaint Ref. No. HYD-L-019-2223-0053** **Award No. IO/HYD/A/LI/0007/2022-23**		
1.	Name & address of the complainant	Mrs.Shweta SIngh H.No.7-1-621/69, 85/2RT, Street No.1, Lane No.3, Sanjeeva Reddy Nagar, Hyderabad – 500038. TELANGANA.
2.	Policy No./Collection No. DOC / DOD Type of Policy Policy term/Premium paying period	23xx2349 30-01-2021/ 05-06-2021

		HDFC Life Sanchay Plus 13 Years/ 12 years
3.	Name of the Policy holder	Late Mr. Neeraj Kumar Singh Thakur
4.	Name of the insurer	HDFC Life Insurance Company Ltd
5.	Date of Rejection by Insurer	27-10-2021
6.	Reason for Rejection	Non-disclosure of past history of Covid-19 Positive and past history of T2DM with HTN with OSA
7.	Date of Registration of the Complaint	22-04-2022
8.	Nature of complaint	Repudiation of death claim
9.	Amount of Claim	Rs.14,96,586
10.	Date of Partial Settlement	27-10-2021 (refund of premium paid)
11.	Amount of Relief sought	Rs.14 lakhs
12.	Complaint registered under	Rule No 13 (1)(b) of Insurance Ombudsman Rules
13.	Date of hearing/place	10-05-2022 /Hyderabad
14.	Representation at the hearing	
	a) For the complainant	Self
	b) For the insurer	Mr.VInay Prakash, Manager, Legal
15.	Complaint how disposed	Disposed
16.	Date of Order/Award	13-05-2022

17) Brief Facts of the Case:

Mrs.Shweta Singh filed a complaint stating that, her husband Late Mr. Neeraj Kumar Singh Thakur's Death Claim was rejected by HDFC Standard Life Insurance Co. The complaint falls within the scope of t**he Insurance Ombudsman Rules** and so it was registered.

18) Cause of Complaint: Repudiation of death claim.

(a) Complainant's argument:

The complainant Mrs. Shweta Singh submits that her husband Late Mr. Neeraj Kumar Singh Thakur had taken HDFC Life Insurance policy in Feb, 2021 and paid first premium of Rs.1 lakh. In June, 2021 he was admitted in Care Hospital, Banjara Hills for fever, dialysis was done and on 05-06-2021 died due to heart stroke. When applied for the claim, the insurer rejected the claim and refunded the premium paid. Complainant requests for payment of balance death claim.

b) Insurer's argument:

Insurer submitted Self Contained Note dated 2-5-2022. Insurer denies all the allegations set out in the complaint. Insurer submits that Mr.Neeraj Kumar Singh had opted for HDFC Life Sanchay Plus Policy for Sum Assured of Rs.11,00,000/- valid from 2.2.2021 and the policy was issued subject to the declarations as made under the policy form by the Deceased Life Assured (DLA) and therefore now the legal heirs of the DLA cannot question the veracity of declarations as made by the DLA during his life time. As the claim arose within five months from the policy inception, insurer investigated the claim and found from the Discharge Summary of Care Hospital dt. 23-7-2020 and KIMs hospital dated 24-7-2020 that the DLA had a past history of Covid-19 pneumonia which was not disclosed in the Covid-19 questionnaire submitted at the time of taking the policy. Further the DLA was a known case of Hypertension and Diabetes which was also not disclosed in the proposal form. Insurer states that had this vital information of his health condition been declared by the DLA whilst applying for the policy, they would not have issued the policy. As such the claim is not admissible under the terms and conditions of the policy and therefore the claim has been denied. Insurer requests for dismissal of the complaint.

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
d) E-mail dt. 2.5.2022 by Insurance Company.

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

Pursuant to the notices issued by this office both the parties attended the online hearing.

Mrs.Shweta Singh submitted that her husband Mr. Neeraj Kumar Singh Thakur had taken HDFC Life Insurance policy in Feb, 2021 and paid premium of Rs.1 lakh. He passed away due to heart stroke in the month of June, 2021. When applied for claim, insurance company has paid one lakh only and requested for payment of 15 lakhs Sum Assured.

Representative of the Insurance Company submitted that the Deceased Life Assured (DLA) was issued **a** policy which was valid from 2-2-2021 for Rs.11 lakhs Sum Assured. Within 5 months Insurance Company received death intimation and on investigation it is found out from medical records of Care Hospital and KIMs Hospital that the DLA had past history of Covid-19 and the same was not disclosed in COVID questionnaire and DLA was known case of Diabetes and Hypertension, which was not disclosed in the proposal form. As such the claim was repudiated for suppression of material facts regarding health at the time of proposal and the same was communicated to the Claimant vide letter dated 27.10.2021.

The forum observed that the Insurer had not communicated to the nominee, the materials based on which the repudiation decision was taken. As per Section 45 (4) of Insurance Act, 1938 the insurer shall have to communicate in writing to the nominee of the insured the grounds and materials on which such decision to repudiate the policy of life insurance is based. Aggrieved by the rejection of

the claim, the complainant stated that she had represented the matter to the Claims Review Committee vide letter dated 9-3-2022, sent by speed post, but did not receive any response. During the hearing, the representative of the Insurer stated that the said representation was not received by them. The complainant submitted copy of postal acknowledgement receipt for sending the letter to the Claims Review Committee. When this was pointed out, the representative of Insurance Company agreed to re-examine the matter again and provide adequate opportunity to the complainant to substantiate her claim.

Considering the above aspects, the Insurer is directed to review the case afresh, providing opportunity to the complainant to substantiate her claim and communicate their decision to the claimant.

AWARD

Taking into account the facts & circumstances of the case, the insurer is directed to review the case afresh, providing opportunity to the complainant to substantiate her claim and communicate their decision to the claimant.

Dated at Hyderabad on the 13th day of May 2022.

(N.SANKARAN)

INSURANCE OMBUDSMAN
FOR THE STATES OF A.P.,TELANGANA AND

YANAM

PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, STATE OF RAJASTHAN
UNDER THE INSURANCE OMBUDSMAN RULES, 2017(as amended till 18.05.2021)
OMBUDSMAN – SHRI RAJIV DUTT SHARMA
CASE OF SHRI BHARAT SINGH CHAUHAN V/S SBI LIFE INSURANCE CO.
COMPLAINT REF: NO JPR-L-041-2223- 0008
AWARD NO: IO/JPR/A/LI/ /2022-2023

1.	Name & Address of the Complainant	Shri Bharat Singh Chauhan House No.2, Indra Prastha Complex – B, Sector 14, PO – Udaipur (Raj)
2.	Policy No: Type of Policy DOC Type of Plan	70XXXXX8311 Life 24.06.2019 Single Premium
3.	Name of the insured Name of the policyholder	Shri Mahendra Singh Chauhan Shri Mahendra Singh Chauhan
4.	Name of the insurer	SBI Life Insurance Co.
5.	Date of Repudiation	29.01.2022
6.	Reason for repudiation	Non-disclosure of past illness.
7.	Date of receipt of the Complaint	18.04.2022
8.	Nature of complaint	Repudiation of Death Claim
9.	Amount of Claim	Rs. Twelve Lacs
10.	Amount of Partial Settlement	Nil
11.	Amount of relief sought	Rs. Twelve Lacs
12.	Complaint registered under Rule no: of IOB rules	13 (1) (b)
13.	Date of hearing/place	19.05.2022 / Through Video Conferencing
14.	Representation at the hearing	
	• For the Complainant	Shri Bharat Singh Chauhan
	• For the insurer	Shri Ashil Sheoran
15	Complaint how disposed	AWARD
16	Date of Award/Order	19.05.2022

17) <u>Brief Facts of the Case:</u>- Shri Bharat Singh Chauhan (herein after referred to as complainant) had filed a complaint against **SBI Life Insurance Co.** (herein after referred to as respondent Insurance Company) alleging repudiation of Death claim by the SBI life under Policy No. 70XXXXX8311 issued on the life of his father Late Shri Mahendra Singh Chauhan.

18) **<u>Cause of Complaint</u>:**

<u>Complainant's argument:</u> The complainant submitted that my mother & father expired due to COVID. My father had the SBI Life Rinn Raksha Policy. I was verbally informed in December that the claim has been repudiated. After repeated request and complaint to IRDAI, insurer provided me the repudiation letter after a period of two months. I approached to GRO also but till date no response provided.

<u>Insurer's argument:-</u> The respondent Insurance Company in its SCN dated 05.05.2022 submitted that Policy No. 70XXXXX8311, Loan Account No. 38478840003 was issued on 06.07.2019. SBI Life Insurance Co. Ltd has a Rinn Raksha Group Life Insurance Scheme, for various loan borrowers of State Bank of India, where under the loan borrowers who have satisfied the eligibility criteria and who have duly paid the requisite premium are offered insurance subject to the terms and conditions incorporated in the Master Policy which is issued in favour of State Bank of India. The company granted the insurance cover as per the details furnished in the membership form. The claim was repudiated as there was of illness i.e. Diabetes Mellitus, Hypertension, Hypothyroidism and single vessel Heart Disease and was under treatment for the same prior to the date of commencement of the insurance cover. Hence, death claim not payable.

19) <u>Reason for Registration of Complaint</u>: Repudiation of death claim.

20) The following documents were placed for perusal.

a) Complaint letter
b) Policy copy
c) Form VI A duly signed by the complainant.
d) SCN and form VIIA duly signed by the Insurance Company

21) Result of hearing with both parties (Observations and Conclusion): Both the sides, the complainant and the Insurance Company were heard through video conferencing on 19.05.2022 and reiterated their contentions as narrated above. Complainant informed that my father had SBI Life Raksha Policy for protection of housing loan (Rs. 12 Lacs). He informed that my parents expired due to Covid and insurer has repudiated the death claim on the life of my father reason being past illness of Diabetes Mellitus, Hypertension, Hypothyroidism and single vessel heart disease. He admitted that my father was having history of past illness. He also informed that almost all the details mentioned in the proposal form are incorrect. He mention that my fathers actual height was 167.6 cms while in proposal form it is mentioned 172.72 cms. Similarly his weight was 95-100 kgs while in proposal form it is mentioned as 74

Kgs just to maintained the BMI. He also informed that my father was not very educated hence most of the information submitted here seems to be filled by the executive of SBI Life which are not correct. Insurer in his defence submitted that Policy No. 70000018311 is a group life insurance which was issued to the deceased after furnishing satisfactory details in the membership form. On death claim investigation it is observed that deceased was having past history of multiple disease i.e. Diabetes Mellitus, Hypertension, Hypothyroidism and single vessel heart disease. Insurer also confirmed that deceased was under regular treatment for the same prior to the date of commencement of insurance cover hence death claim is not payable as per the terms and conditions of policy.

On perusal of the documents exhibited oral submissions made during discussions it is observed deceased Late Shri Bharat Singh Chauhan was having past history of illness prior to issuance of policy. Regarding discrepancies in physical measurements of deceased, copy of proposal form and policy bond was issued to the address of life assured on time. Hence it was the primary duty of the life assured (Now deceased) or family members to point out the same to the insurer within 15 days. Further, complainant is also admitting the past history of illness of his father. Since discrepancies in measurements were not pointed out to insurer and insurer has refunded the single premium amount also after repudiation of death claim, I see no reason to interfere with the decision of the Insurance Company.

Accordingly, the complaint is hereby dismissed and disposed off.

AWARD

Taking into consideration the facts and circumstance of the case and submission made by both the parties during the course of hearing, the complaint is hereby dismissed and disposed off accordingly.

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22. The attention of the Complainant and the Insurer is hereby invited to the following provisions of Insurance Ombudsman Rules, 2017(as amended till date):

a. According to Rule 17(5) of Insurance Ombudsman Rules 2017 (as amended till date), a copy of the award shall be sent to the complainant and the insurer named in the complaint.

Place: Jaipur **RAJIV DUTT SHARMA**
Dated: 19.05.2022 **INSURANCE OMBUDSMAN**

PROCEEDINGS BEFORE

THE INSURANCE OMBUDSMAN, STATE OF RAJASTHAN

UNDER THE INSURANCE OMBUDSMAN RULES, 2017(As amended till date)

OMBUDSMAN – MR.RAJIV DUTT SHARMA

CASE OF VIDHYA V/S MAX LIFE INSURANCE CO. LTD.

COMPLAINT REF: NO JPR-L-032-2223-0049

1.	Name & Address of the Complainant	Ms.Vidhya Hanumangarh
2.	Policy No: Date of commencement Plan Sum Assured Premium	XXXXXXXXXX 30.01.2021 Max Life Saving Advantage Plan Rs.773086/- Rs.17416/- (monthly)
3.	Name of the insured Name of the policyholder	Mr. Dalip Mr. Dalip
4.	Name of the insurer	Max Life Insurance Company Ltd
5.	Date of Repudiation	NA
6.	Reason for repudiation	Death before issuance of policy
7.	Date of receipt of the Complaint	01.04.2022
8.	Nature of complaint	Nonpayment of death claim
9.	Amount of Claim	Rs.773086/-
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Rs.773086/-
12.	Complaint registered under Rule no: of IOB rules	13 (1) b
13.	Date of hearing/place	24.05.2022/Online Hearing
14.	Representation at the hearing	
	a) For the Complainant	Ms.Vidhya
	b) For the insurer	Ms.Aanchal Yadav

15	Complaint how disposed	Award
16	Date of Award/Order	27.05.2022

17) **Brief Facts of the Case:-** Ms.Vidhya (hereinafter referred to as the complainant) had filed a complaint against Max Life Insurance Company Ltd (hereinafter referred to as the respondent Insurance Company)alleging repudiation of death claim under policy bearing no. XXXXXXXXXX.

18) Cause of Complaint:

Complainant's argument: The complainant stated that the Max Life policy bearing no. XXXXXXXXXX favouring her husband having commencement date 30.01.2021 with sum assured of Rs.773086/- and monthly premium amount of Rs.17416/-was issued. The complainant submitted that her husband died on **07.02.2021**. After his death she applied for claim settlement and submitted documents to the insurer's office but the Insurance Company repudiated her claim stating that policy was issued on 08.02.2021 and death occurs on 07.02.2021 i.e. life assured died before issuance of the subject policy. The complainant also submitted that she had approached GRO of the Insurance Company on 14.02.2022 for reconsideration of the claim but she did not get any relief. Being aggrieved she approached this forum for redressal of her complaint.

Insurer's argument:- The respondent Insurance Company in its SCN dated 23.05.2022 stated that as per records of the subject policy, the proposal for issuance of policy by the LA was received on 30.01.2021 and policy was non medically underwritten and as such the policy was issued on 08.02.2021.The Insurance Company further submitted that the death claim was intimated under the subject policy as LA expired due on 26.07.2021 claiming that the Life Assured expired on 07.02.2021 which was one day before policy issuance as per death certificate received on 08.02.2021.
During evaluation of claim it was noted that as per death certificate received life assured expired on 07.02.2021 i.e one day prior to policy issuance. Accordingly claim was not admitted since no contract was in existence as on date of death of life assured. The Insurance Company also submitted that the information was communicated to the complainant vide letter dated 30.10.2021 and the premium amount of Rs.17416/- was already refunded on 20.10.2021.

19) Reason of Registration of Complaint: - Case of repudiation of death claim.

20) The following documents were placed for perusal.

a) Complaint letter
b) Policy copy
c) GRO Letter

d) Form VI A duly signed by the complainant
e) SCN and a form VIIA duly signed by the Insurance Company
f) Death certificate

21) <u>Result of hearing with both parties (Observations and Conclusion):-</u> The representative of the respondent Insurance Company and the complainant appeared in the online hearing on 24.05.2022, and they reiterated their contentions. The complainant submitted that her husband died on **07.02.2021**. After his death she applied for claim settlement and submitted documents to the insurer's office but the Insurance Company repudiated her claim stating that policy was issued on 08.02.2021 and death occured on 07.02.2021 i.e. life assured died before issuance of the subject policy. The complainant also submitted that she had approached GRO of the Insurance Company for reconsideration of the claim but she did not get any relief. The Insurance Company submitted that the proposal for issuance of policy by the LA was received on 30.01.2021 and policy was non medically underwritten and issued on 08.02.2021.The Insurance Company further submitted that the death claim was intimated under the subject policy on 26.07.2021 claiming that the Life Assured expired on 07.02.2021 which was one day before policy issuance as per death certificate received on 08.02.2021. During evaluation of claim it was noted that as per death certificate received life assured expired on 07.02.2021 i.e. one day prior to policy issuance. Accordingly claim was not admitted since no contract was in existence as on date of death of life assured.

On perusal of the documents exhibited and oral submissions made during the course of hearing it was observed that risk cover under subject policy was started from the date of issuance of first premium receipt (FPR) which was 10.01.2021 and policy issue date was 08.01.2021 whereas Life Assured died on 07.01.2021 i.e. before the policy issue date. During the course of hearing, the Insurance Company was asked to reconsider the claim on the Ex gratia basis on humanitarian grounds within 10 days from the date of hearing. Subsequent to the hearing an e mail received from the Insurance Company on 27.05.2022 stating that they are offering Ex-gratia settlement in the matter and ready to pay Rs.1010184.28/- (Claim amount GDB 1018517.61-Rs.8333.33/- premium refunded earlier). It is observed that the Company's offer for settlement is justified and appreciable.

Accordingly, an Award is passed with a direction to pay the death claim amount of Rs.1010184.28/- under subject policy bearing no. XXXXXXXXXX to the complainant as full and final settlement of the claim subject to submission of all requirements by the complainant within 15 days from the date of receipt of the Award.

<u>AWARD</u>

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 pay the death claim amount of Rs.1010184.28/- under subject policy bearing no. XXXXXXXXXX **to the complainant as full and final settlement of the claim subject to submission of all requirements by the complainant within 15 days from the date of receipt of the Award.**

The complaint is hereby disposed off accordingly

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

a) According to Rule 17(5) of Insurance Ombudsman Rules, 2017(As amended till date), a copy of the award shall be sent to the complainant and the insurer named in the complainant.

a) As per Rule 17(6) of Insurance Ombudsman Rules, 2017(As amended till date), the insurer shall comply with the award within 30 days of the receipt of the award and intimate compliance of the same to the Ombudsman.

Place: Jaipur **RAJIV DUTT SHARMA**

Dated: 27.05.2022 **(INSURANCE OMBUDSMAN)**

PROCEEDINGS BEFORE

THE INSURANCE OMBUDSMAN, STATE OF RAJASTHAN

UNDER THE INSURANCE OMBUDSMAN RULES, 2017(As amended till date)

OMBUDSMAN – MR.RAJIV DUTT SHARMA

CASE OF NIRAJ SARDA V/S CANARA HSBC LIFE INSURANCE CO. LTD.

COMPLAINT REF: NO JPR-L-010-2223-0031

AWARD No. IO/JPR/L/A/2223/000

1.	**Name & Address of the**	**Ms. Niraj Sarda**

	Complainant	Hanumangarh
2.	Policy No: Date of commencement Plan Sum Assured Premium	XXXXXXXXXX 13.06.2019 Canara HSBC iSelect Term Plan Rs.2500000/- Rs.931/-(Monthly)
3.	Name of the insured Name of the policyholder	Mr. Sushil Kumar Mr. Sushil Kumar
4.	Name of the insurer	Canara HSBC Life Insurance Company Ltd
5.	Date of Repudiation	NA
6.	Reason for repudiation	Non-disclosure of PED
7.	Date of receipt of the Complaint	15.04.2022
8.	Nature of complaint	Repudiation of death claim
9.	Amount of Claim	Rs.2500000/-
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Rs.2500000/-
12.	Complaint registered under Rule no: of IOB rules	13 (1) b
13.	Date of hearing/place	25.05.2022/Online Hearing
14.	Representation at the hearing	
	a) For the Complainant	Mr.Niraj Sarda
	b) For the insurer	Ms.Jyoti Gautam
15	Complaint how disposed	Award
16	Date of Award/Order	27.05.2022

17)<u>Brief Facts of the Case:</u>- Ms.Niraj Sarda (hereinafter referred to as the complainant) had filed a complaint against Canara HSBC Life Insurance Company Ltd (hereinafter referred to as the respondent Insurance Company) alleging repudiation of death claim under policy bearing no. XXXXXXXXXX **.**

18) Cause of Complaint:

Complainant's argument: The complainant stated that his father Sh Sushil Sarda had taken a term Insurance policy from Canara HSBC Life policy bearing no. XXXXXXXXXX having commencement date 13.06.2019 with monthly premium of Rs.921/- and sum assured of Rs.25 Lakh issued for policy term and premium paying term of 25 years was issued. The complainant further submitted that his father was suddenly expired on 11.05.2021 cough, fever, pneumonia and SOB. The complainant submitted death claim for the same but the claim was rejected vide letter dated 26.10.2021 stating that the insurance holder at the time of insurance had given wrong information while giving answer to the question Medical Information – Cancer,Tumor,growth,cyst,lump of any kind as NO and as proposer was suffering from cancer prior to the issuance of the policy. The complainant further submitted that at the time of signing the proposal form on 29.05.2019,his father was not having any illness.The complainant also submitted that the application form was fully filled up by agent. The complainant approached the GRO of the Insurance Company for reconsideration of the claim but he did not get any relief. Being aggrieved he approached this forum for redressal of his complaint.

Insurer's argument:- The Insurance Company in its SCN dated 23.05.2022 submitted that deceased life assured had voluntarily applied for the plan **"Canara HSBC Oriental Bank Of Commerce iselect Term Plan"**for the sum assured of Rs.25 Lakh for monthly premium of Rs.931/-,premium paying term and policy term of 25 years vide proposal form no.7000117858 dated 30.05.2019 and provided the requisite details and information therein. .The DLA also signed a declaration and authorization in which it was declared that all the facts mentioned in the proposal form are true, correct and complete in all respect and he has understood the importance of medical declaration and the company was authorized to terminate the policy and repudiate the claim in case any declaration given in the proposal form is found to be misrepresented or false. The Insurance Company further submitted that death intimation was received intimating that life assured had died on 11.05.2021.Being an early claim Company investigated the claim and the investigating agency procured DLA's medical records issued by Bhagwan Mahaveer Cancer Hospital and Research Centre which evidenced that DLA was a known case of Carcinoma Buccal Mucosa cancer with the complaint of ulcer left Buccal Mucosa since 2014.i.e.prior to the proposal stage. The Insurance Company again submitted that DLA had a habit of tobacco chewing and was getting treatment which was knowingly concealed in the proposal form. Hence the Company had rightfully repudiated the death claim under the subject policy on the ground of non-disclosure of material facts regarding health.

19) **Reason for Registration of Complaint: -** Case of repudiation of death claim

20) The following documents were placed for perusal.

a) Complaint letter
b) Policy copy
c) GRO Letter
d) Form VI A duly signed by the complainant

e) SCN and a form VIIA duly signed by the Insurance Company

21) <u>Result of hearing with both parties (Observations and Conclusion):-</u> The representative of the respondent Insurance Company and the complainant appeared in the online hearing on 25.05.2022, and they reiterated their contentions. The complainant submitted that his father was suddenly expired on 11.05.2021 cough, fever, pneumonia and SOB. The complainant submitted death claim for the same but the claim was rejected stating that the insurance holder at the time of insurance had given wrong information while giving answer to the question, **Medical Information –Cancer, Tumor,growth,cyst,lump of any kind as NO** and as proposer was suffering from cancer prior to the issuance of the policy. The complainant further submitted that at the time of signing the proposal form on 29.05.2019, his father was not having any illness. The complainant also submitted that the application form was fully filled up by agent and all facts about deceased life assured were duly conveyed to the agent. The complainant approached the GRO of the Insurance Company for reconsideration of the claim but he did not get any relief. The Insurance Company submitted that death intimation was received intimating that life assured had died on 11.05.2021.Being an early claim Company investigated the claim and the investigating agency procured DLA's medical records issued by Bhagwan Mahaveer Cancer Hospital and Research Centre which evidenced that DLA was a known case of Carcinoma Buccal Mucosa cancer with the complaint of ulcer left Buccal Mucosa since 2014.i.e.prior to the proposal stage. The Insurance Company again submitted that DLA had a habit of tobacco chewing and was getting treatment which was knowingly concealed in the proposal form. Hence the death claim repudiated on the ground of non-disclosure of preexisting disease.

On perusal of the documents exhibited and oral submissions made during the course of hearing, it was found that the claim was repudiated on the ground of non-disclosure of preexisting disease prior to inception of the policy. It was also found that complainant had submitted treatment papers of his father during the hospitalization of his father in Tulsi Dharnia Memorial Cancer Hospital Bikaner but the treatment papers of Bhagwan Mahaveer Cancer Hospital Jaipur were not submitted .It is also found that Insurance Company was in receipt of said treatment papers in the investigation process done for the said early death claim and on the basis of papers placed during the course of hearing it is prooved that deceased life assured was suffering from Buccal Mucosa Cancer and also having habit of tobacco chewing prior to issuance of the subject policy. It is also found that same was not disclosed by the deceased life assured in the proposal form. Hence the repudiation of death claim on the ground of non-disclosure of preexisting disease is justified.

In view of the above, I see no reason to interfere with the decision of the Insurance Company.

Accordingly, the complaint is hereby dismissed.

<u>AWARD</u>

Taking into consideration the facts and circumstances of the case and submissions made by both the parties, the complaint is hereby dismissed.

“Accordingly, the complaint is hereby dismissed.”

22) The attention of the Complainant and the insurer is hereby invited to the following provisions of the Insurance Ombudsman Rules, 2017:
a. According to Rule 17(5) of Insurance Ombudsman Rules, 2017, a copy of the award shall be sent to the complainant and the insurer named in the complaint.

Place: Jaipur **RAJIV DUTT SHARMA**

Dated: 27.05.2022 **(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: SHRI P. K. RATH
CASEOFCOMPLAINANT– Najrul Islam
VS
RESPONDENT: TATA AIA Life Insurance Co. Ltd (Mumbai)
COMPLAINT REF: NO: KOL-L-046-2122-1577
AWARD NO:IO/KOL/A/LI/0099/2022-2023

1.	**Name &Address OfThe Complainant**	Najrul Islam Vill- Amjura, PO- Sadal, PS- Khargram, Dist.- Murshidabad, Pin-742157.
2.	**Type Of Policy:** Life **Policy Details:**	

Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
C27xxx7834	676056	24.10.2021	24.10.2061	24.10.2021	50160	40	15 (Yly)

3.	**Name of insured**	Emamul Haque
4.	**Name of the insurer**	TATA AIA Life Insurance Co. Ltd (Mumbai)
5.	**Date of Repudiation**	07.02.2022
6.	**Reason for Repudiation**	Non – disclosure of health conditions prior to issuance of the policy.
7.	**Date of receipt of the Complaint**	17- - March-2022
8.	**Nature of Complaint**	Non refund of basic claim amount.

9.	**Amount of Claim**	Refund of claim amount of Rs. 676056/
10.	**Date of Partial Settlement**	
11.	**Amount of relief sought**	Refund of claim amount of Rs. 676056/
12.	**Complaint registered under Insurance Ombudsman Rules 2017**	13 (1) (b)- any partial or total repudiation of claims by an insurer.
13.	**Date of hearing** **Place of hearing**	18- May-2022 Kolkata
14.	**Representation at the hearing**	
	a)For the Complainant	Najrul Islam
	b)For the Insurer	Shri Anupam Halder
15.	**Complaint how disposed**	By conducting online hearing
16.	**Date of Award**	30- May-2022

17. Brief Facts of the Case: As per complainant he is a poor farmer who has lost his son Emamul Haque on 29.01.2022 due to sudden heart attack who was completely fit prior to death. Gram Panchayat Pradhan has provided the certificate in this regard. On behalf of claimant, he has not submitted any documents for settlement of death claim of his son to Insurance Company. On 4.2.2022 suddenly a person from Insurance Company came to his house & asked about details of death of his son but claimant has not handed over any document to the person but the representative of the Company has started searching his house and opened Almirah, Box etc. Suddenly on 14.2.2022 Insurance Company has refunded the premium amount of Rs. 50160/ to Bank A/C of his son maintained at PNB. On enquiry he came to know that his son has not disclosed his pre- existing illness prior to taking of policy & hence the claim repudiated & they refunded the premium amount to his son's A/C.

18. Contention of the complainant: Company has not conducted any medical test prior to issuance of the policy & his son was completely healthy before death & he has no disease. Company has not provided any chance for submission of documents for settlement of death claim of concerned policy. So he appealed for refund of death claim of Rs. 676056/ from Insurance Company.

19. Contention of the Respondent: As per SCN, the policy has been issued on basis of proposal form/ application form received from the life assured. The Company conducted a vicinity check on 4.2.2022 wherein in findings they observed some disparity related to the medical condition related to Cancer for which the deceased life assured had been under medical investigation and/ or treatment at AIG Hospital, Hyderabad. Life Insured died at AIG Hospital, Hyderabad while he was under treatment, suffering from cancer & was taking treatment under Medical Oncology & he was also taking chemotherapy and the said medical condition was pre existing at the time of application for the captioned policy. In the proposal form, life assured responded as " No" against the question – Have you ever been diagnosed with or investigated for Blood Cellular Cancer/ Tumor or malignant growth/ Leukemia/ Anemia/ Enlargement/ Any Blood Disorder & responded as " Yes" against the question Are you presently in good health?

Above information is of material importance and has a direct impact on the underwriting decision and the basis of offering terms & conditions of the captioned policy. As the said medical condition was pre existing at the time of application for the captioned policy the contract of insurance stand declined and be made null and void since inception with refund of premium & Company is unable to provide any benefits under the aforesaid policy to the complainant. Company strongly submitted that the allegations made by the complainant is false, fabricated and afterthought. As the complaint is devoid of any substance and the claim made therein is unlawful, malafide and not made in accordance to the terms & conditions of the said policy, Insurer appealed before Hon'ble Ombudsman to dismiss the complaint.

20. Observation and conclusions: During hearing, claimant has informed that his son was expired on 29.01.2022 due to sudden heart attack & prior to his death, deceased life assured was completely in condition of good health. Before submission of documents for receipt of full death claim amount, Insurance Company has refunded the premium amount to the Bank A/C of his deceased son on 14.02.2022. He appealed before Hon'ble Ombudsman to settle the claim as Rs. 6,76,056/. In response, Insurance Company has informed that the captioned policy has been issued on 24.10.2021 with policy terms of 40 years & premium paying terms of 15 years under yearly mode on basis of proposal form/ application form received from the deceased life assured. Insurance Company has conducted a vicinity check on 4.2.2022 wherein they have observed some disparity related to the medical condition of deceased life assured who was suffering from cancer and he was under medical investigation / treatment at AIG Hospital, Hyderabad & the said medical condition was pre- existing prior to issuance of the policy. In the proposal form against Question No. 5 (d) & 7 about health & personal details, deceased life assured replied as follows-

	ve you ever been diagnosed with or investigated for any of the following?	ply
	ood/ Cellular Cancer/ Tumor or malignant growth/ Leukemia/ Anemia/ Enlargement/ od Disorder	
	e you presently in good health?	

Insurance Company has collected some medical documents/ admission form of AIG Hospital, Hyderabad from where it has been revealed that the deceased life assured was suffering from Cancer & he was under treatment & also taken chemotherapy for the period 2.3.2021 to 6.3.2021. During vicinity check on 4.2.2022 the Investigating Agency has came to know that the life assured was expired before 3 days age at AIG Hospital, Hyderabad. As the information is of material importance and has a direct impact on Company's underwriting decision and the basis of offering terms & conditions of the policy, hence the captioned policy stand declined and be made null and void since inception & Insurance Company thus refunded the premium as full & final settlement of claim. Insurer thus appealed before Hon'ble Ombudsman to dismiss the complaint as the claim made therein is unlawful, malafide and not made in accordance to the terms & conditions of the policy.

AWARD

Taking into account the facts & circumstances of the case and the submissions made by both the parties during the course of hearing and after going through the documents submitted it has been inferred that the Insurer has substantially proved the reasons for repudiation of death claim of concerned policy by providing relevant documents and hence the complaint is dismissed without providing any relief to the complainant.

If the decision is not acceptable to the complainant, he is at liberty to approach any other Forum/ Court as per Law of the Land against the Respondent Insurer.

P K RATH

INSURANCE OMBUDSMAN

Dated at Kolkata on 30th day of May, 2022

Copy to: 1) Complainant: Najrul Islam

2) Company: TATA AIA Life Insurance Co. Ltd (Mumbai)

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: SRI P.K. RATH
CASE OF COMPLAINANT – SMT BASUMATI JANA
VS
RESPONDENT: India First Life Insurance Co. Ltd.
COMPLAINT REF: NO: KOL-L-024-2122-1554
AWARD NO: IO/KOL/A/LI/0086/2022-2023

1.	**Name & Address Of The Complainant**	Smt. Basumati Jana W/o Subhranghshu Jana Harranamaldiha P.O-Namaldiha, P.S-Contai Purba Medinipur, Pin-721427
2.	**Type Of Policy:** Life **Policy Details:**	
3.	**Name of insured**	Late Suvankar Jana (deceased on 21.06.2021)
4.	**Name of the insurer**	**India First Life Insurance Co. Ltd.**
5.	**Date of receipt of the Complaint**	14.03.2022
6.	**Nature of Complaint**	Repudiation of Insurance claim
7.	**Amount of Claim**	0.00
8.	**Date of Partial Settlement**	
9.	**Amount of relief sought**	2295000/-
10.	**Complaint registered under Insurance Ombudsman Rules 2017**	13(1)(b)any partial or total repudiation of claims by the life insurer.
11.	**Date of hearing** **Place of hearing**	19-May-2022 Kolkata
12.	**Representation at the hearing**	
	a)For the Complainant	Smt. Nibedita Jana-Daughter of Complainant
	b)For the Insurer	Mr. Kamlesh Mishra
13.	**Complaint how disposed**	By conducting online hearing
14.	**Date of Award**	27-May-2022

Policy Details (item 2):

Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
000068xx8854	2227500	04.11.2019		04.11.2019	63262		Single Premium

Brief Facts of the Case:

Deceased Suvankar Jana had purchased India First Group Credit Life Plus Plan commencing on 04.11.2019 to cover his home Loan taken from Bank of Baroda.

The Insurance Plan option provides for Life Cover & Accidental Total Permanent Disability & Accidental Death, The policy is Single premium type with Cover Type-Reducing, cover commencing 04.11.2019 & cover ceasing on 03.11.2044. Nominee- Basumati Jana (Mother), the complainant in this case. Master Policy Holder-Bank of Baroda. Complainant states that Insured (DLA) expired on 21.06.2021 of heart attack due to Cancer. DLA had availed of a Home Loan from Bank of Baroda & thereafter taken the Policy from India First to cover his loan.

On submission of documents intimating death of insured & after several follow ups, the complainant's Bank of Baroda savings account was credited with Rs 63261/- on 24.112021 being the premium paid on the policy of India First . India First Life intimated the nominee that her claim on the policy held by the deceased Suvankar Jana has been rejected due to non-disclosure of material facts at time of issuance of policy & thereby letter of Repudiation of claim dated 23.11.2021 was issued to nominee/complainant.

Thereafter nominee served a Legal Notice on India First Life same dated 24.12.2021 requesting full settlement of Sum Assured mentioned on the Certificate of Insurance.

Insurance Company replied vide letter dated 17.01.2022 that the Company has acted as per terms & condition of the Policy

Nominee/Complainant has approached this office seeking relief of full amount of Sum assured as laid down in Certificate of Insurance so as to cover the outstanding Loan with Bank of Baroda previously availed of by her deceased son the insured in this case.

Contention of the complainant:

Complainant contends that Her son was totally guided by the Bank of Baroda to purchase a policy to cover his Loan amount. That as her son was suffering from illness of cancer the Bank had advised him to take the policy & all the process of taking the policy was completed by the Bank who had a tie up with Bank of Baroda.

That her deceased son had proposed the policy in good faith & that the Bank of Baroda acted as the face of the Insurer.

That her deceased son was the sole bread winner of the family & her plea is to settle the claim & close the home loan outstanding with Bank of Baroda

During the gearing complainant's daughter submitted that in 2018 DLA (Suvankar Jana) was diagnosed with Cancer & was on loss of pay for 9 months.

That DLA knew only Bank of Baroda who advised DLA that provided he submits salary slip of 3 months then Home Loan can be availed.

That DLA revealed his medical history to the Bank people.

Thereafter Bank advised Suvankar Jana to purchase one insurance policy to protect the EMI.

That 21 EMI on home loan has been paid by DLA.

That DLA only knew Bank & never met any person from Insurance Company

Contention of the Respondent

Vide their Self Contained Note (SCN) dated 31.03.2022, the Company submits -Deceased Life Assured (DLA) while proposing for the Group Credit plan had also signed a& submitted a Health Declaration form stating that he understands & agrees with the statements made Company has submitted the following-

1. Copy of member form cum declaration of good health
2. On the body of the SCN has been pasted the health questionnaires which proposer had marked in Negative
3. Copy of Certificate of Insurance

4. Copy of Diagnostics report of & treatment documents of Hospital which includes one Doctors report dated 29.01.2019 of TATA MEMORIAL HOSPITAL
5. Copy of Investigation Report
6. Copy of Claim Repudiation letter dated 23.11.2021

1. That relying upon the statements made & answers given & declaration submitted by DLA, the Company had issued India First Group Credit Life Plan with cover commencing on 04.11.2019
2. That on receipt of claim intimation & in process of claim procedures Investigation was conducted & it was found that DLA was diagnosed with GERD (Gastroesophageal reflux disease –consultation letter-13.03.2018 & Consultation Letter 16.08.2019-Medical Oncology Department stating CA Dudenum.
3. In this SCN Company has mentioned that vide investigation it has been found that Life assured's consultation certificate of TATA Memorial Hospital dated 20.01.2019, Surgery on 13.10.2018
4. Biopsy histopath Report dated 06.06.2018false & spurious claims
5. Company submits that the documents procured during investigation clearly reveals that DLA was suffering from Cancer since 2018.
6. That the DLA had not disclosed about his past illness /medical history & there is deliberate attempt made to defraud the Company
7. That had the past medical history of insured was revealed in proposal stage the Company would have been given chance of assessing the risk & that the policy would not have been issued.
8. That Company being an Insurance Company pays the claim amount from the common pool of the policyholders fund & reject/repudiate false claims
9. Thus, claim was repudiated & claim repudiation letter along with ex gratia letter dated 23.11.2021 was sent to complainant
10. That the suppression of preexisting illness amounts to suppression of material facts & hence contract of insurance(policy) is liable to be rescinded as per section 45 of the Insurance Act 2015 & no benefit is payable & that the claim of the complainant/nominee was rejected by the Company on justifiable grounds.

Observation and conclusions:

Both parties attended the hearing of the complaint. Complainant submitted the facts as stated in the complaint letter.

Representative of the Company submitted that the claim under contention is of Group Credit policy.

They contended that Deceased Life Assured was very well-educated person. Deceased had signed Good Health declaration form, in the Membership Form.

Company reiterated that DLA was advised 3 monthly surveillances to TMH and certain other advice as per doctor's report of TMH dated 29.01.2019.

It is observed from documents on record that deceased life assured was suffering from Cancer while he had purchased the policy.

Thus, the Company has repudiated the claim on the policy due to non-disclosure of material information at the time of making the proposal for the policy.

Company has with them documents to support their contention that deceased life assured was suffering from illness before taking the policy & thereby company had repudiated the claim stating that the Company has been led to issue the Policy by suppression of material regarding deceased past medical history.

AWARD

Taking into account the facts & circumstances of the case & the submissions made by both the parties during the hearing & after going through the documents on record, it is noted that complainant has not been able to establish with evidence her contention against the repudiation action of the Company as regards the claim on the policy. The decision of repudiation of claim on the policy under contention has been taken as per policy terms & condition.

The complaint is found devoid of merit & is dismissed without providing any relief to the complainant. Accordingly, the complaint is treated as disposed of.

If the decision is not acceptable to the complainant, he is at liberty to approach any other Forum/Court as per Law of the land against the Respondent Insurer

Dated at Kolkata on 27th Day of May 2022

P K RATH

INSURANCE OMBUDSMAN

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Kolkata
(States of West Bengal, Sikkim and Union Territories of Andaman & Nicobar Islands)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name: SRI P.K. RATH

CASEOFCOMPLAINANT– MRS. MANIKA DAS
VS
RESPONDENT: L.I.C. OF INDIA, KMDO-II
COMPLAINT REF: NO: KOL-L-029-2122-1608
AWARD NO:IO/KOL/R/LI/0071/2022-2023

1.	**Name &Address of The Complainant**	MRS. MANIKA DAS W/o Late Sanatan Das, Vill. South Gobindapur(N) PO + PS – Kakdwip. South 24 Parganas). 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
400847126	120000	T-143	Mode-Hly	28.07.2017	3065	16	16

3.	**Name of insured**	MR. SANATAN DAS
4.	**Name of the insurer**	L.I.C. OF INDIA, KMDO-II
5.	**Date of receipt of the Complaint**	28-03-2022
6.	**Nature of Complaint**	Delay in settlement 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(a)
11.	**Date of hearing** **Place of hearing**	20.05.2022 Kolkata
12.	**Representation at the hearing**	
	a)For the Complainant	ABSENT.
	b)For the Insurer	ABSENT (D/Claim already been settled on 28.04.22)
13.	**Complaint how disposed**	By conducting online hearing
14.	**Date of Award**	24-MAY-2022

Brief Facts of the Case : 1. Subject policy was issued in favour of Sanatan Das under Table No. 843 (Aadhar Stambh) for S.A. 1.2 lakh with Hly. Premium for Rs. 3065/-. The life assure expired on 14.10.2019 cause of death being CRF in a case of Ischemic Heart Disease.

2. Nominee, the complainant lodged claim papers for getting the death benefit under the policy but till date the death claim not yet been settled.

3. In response to Treatment relate papers asked from the insurer vide their letter dt. 18.02.2022, Nominee also complied vide her letter dated 25.03.2022 that no treatment related papers is with her as her husband expired within an hour after admission to the Hospital.

4. Status of the policy was in force as on the date of death of the life assured under the policy.

4. As per SCN the insurer informed that the Death Claim Benefit has already been paid to the Nominee under the policy on 28.04.2022 for Rs. 116863/- after deduction of necessary deduction of premium as per rules

towards full and final settlement of the case. In view of the above, they requested to close the case as nothing more is payable as per terms and conditions of the policy.

Contention of the complainant : Complainant is the Wife and Nominee of the DLA, alleged that her husband took the above noted policy on 28.07.2017 and expired on 14.10.2019 due to Cardio Respiratory Failure in a case of Ischemic Heart Disease. Necessary Claim Forms along with all requirements submitted but till date no death benefit under the policy she received. She also informed the insurer that no Treatment related paper is with her as her husband expired within an hour after admission to the Hospital, vide her letter dated 25.03.2022 but till date no claim has yet been settled by the insurer. Being aggrieved, appealed before this office for redressal of her case.

Contention of the Respondent : As per SCN the insurer informed that the Death Claim Benefit has already been paid to the Nominee under the policy on 28.04.2022 for Rs. 116863/- after deduction of necessary deduction of premium as per rules towards full and final settlement of the case. The amount paid through NEFT and credited the Beneficiary A/c on 29.04.2022 vide UTR No. ICMS2204290002SL. In view of the above, they requested to close the case as nothing more is payable as per terms and conditions of the policy.

Observation and conclusions : It is observed that the insurer settled the death benefit under the policy on 28.04.2022 for Rs. 116863/-, as per terms and conditions of the policy and the Nominee under the policy also received the same. The complainant was absent during the hearing session and could not be reached to the given mobile number on various dates and time on or before hearing date. Under this circumstances, since the death benefit settled as per terms and conditions of the policy and found ok, we may treat the complaint as closed.

AWARD

Taking into account the facts and circumstances of the case and after going through all the relevant documents on record, it is observed that the insurer has already settled the death benefit in favour of the Nominee under the policy for Rs. 116863/-on 28.04.2022 through NEFT towards full and final settlement of the case and the same has been credited to the Beneficiary Bank A/c on 29.04.2022 vide UTR No. ICMS2204290002SL. In view of the above facts, since the death benefit settled as per terms and conditions of the policy nothing more is payable under the policy. Hence, the complaint is to be treated as closed.

If the decision is not acceptable to the complainant, She/He is at liberty to approach any other Forum/Court as per Law of the Land against the Respondent Insurer.

Dated at Kolkata on 24th Day of May, 2022

P K RATH

INSURANCE OMBUDSMAN

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, Kolkata
(States of West Bengal, Sikkim and Union Territories of Andaman & Nicobar Islands)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name: SRI P.K. RATH

CASEOFCOMPLAINANT– MRS. UTTARA BOSE CHOWDHURY
VS
RESPONDENT: PNB METLIFE INDI INS. CO. P. LTD.
COMPLAINT REF: NO: KOL-L-033-2122-1449
AWARD NO:IO/KOL/A/LI/0047/2022-2023

1.	**Name &Address of The Complainant**	MRS. UTTARA BOSE CHOWDHURY W/o, Late Rajib Chowdhury. C/o, Uday Kumar Bose, Racecourse Para, Jalpaiguri, Near SBI ATM, Jalpaiguri – 735101.
2.	**Type Of Policy:** Life / Health / General :LIFE **Policy Details:**	
3.	**Name of insured**	MR. RAJIB CHOWDHURY
4.	**Name of the insurer**	PNB METLIFE INDIA INS. CO. P. LTD.
5.	**Date of receipt of the Complaint**	18-02-2022
6.	**Nature of Complaint**	Repudiatio 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** **Place of hearing**	05.05.2022 Kolkata
12.	**Representation at the hearing**	
	a)For the Complainant	MRS. UTTARA BOSE CHOWDHURY
	b)For the Insurer	PRIYA DWIVEDI
13.	**Complaint how disposed**	By conducting online hearing
14.	**Date of Award**	11-MAY-2022

Policy Details:

Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
22572674		Mode : Mly		28.05.2018	1202	26	26

<u>Brief Facts of the Case</u> : 1. Subject policy was a Term Insurance Plan and issued in favour of Mr. Rajib Chowdhury on 28.05.2018 for S.A. 50 lacks with Monthly Premium mode for 26 years ppt. Mr. Rajib Chowdhury expired on 12.06.2021 and the policy status was in lapsed condition as on the date of death of the Life Assured.

2. As per Repudiation letter issued from the insurer vide dt. 30.11.2021, they have informed that the policy was lapsed since 28.12.2019 due to nonpayment of renewal premium. Hence, the death claim repudiated by the insurer as per terms and conditions of the policy.

3. As per SCN the insurer clarified that since the policy was in lapsed conditions as on the date of death of the life assured under the policy nothing is payable as per terms & conditions of the policy.

Contention of the complainant : Complainant alleged that her husband expired due to COVID Pneumonia on 12.06.2021 and being nominee submitted all claim papers for getting the death benefit under the policy but the insurer repudiated the claim. She is facing acute financial problem and wants to get the death benefit under the policy.

Contention of the Respondent : As per SCN received from the insurer**,** they have clarified that the policy was in lapsed condition w.e.f. 28.12.2019 due to nonpayment of renewal premium and the life assured expired on 12.06.2021. So as on the date of death of the life assured, the policy was lapsed and so nothing is payable as per terms and conditions of the policy. Hence, they repudiated the claim and appealed for dismissal of the case.

Observation and conclusions : It is observed that the policy issued in favour of Mr. Rajib Chowdhury, Life Assured under the policy, on 28.05.2018 and paid last monthly premium for the due November, 2019. The Status of the policy is lapsed since 28.12.2019 due to nonpayment of further premium due under the policy. Mr. Rajib Chowdhury, The Life Assured, expired on 12.06.2021 and the policy was in lapsed condition as on the date of death of the life assured. So, no Death Benefit is payable under the policy, as per terms and conditions of the policy. Accordingly, the insurer also repudiated the death claim under the policy and appealed for dismissal of the case.

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 policy in dispute was in lapsed status as on the date of death of the Life Assured under the policy and no death benefit is payable as per terms and conditions of the policy. In view of the above facts, I am of opinion that the insurer correctly repudiated the death claim as per terms and conditions of the policy. Hence, the complaint is dismissed without any relief to the complainant.

If the decision is not acceptable to the complainant, She/He is at liberty to approach any other Forum/Court as per Law of the Land against the Respondent Insurer.

Dated at Kolkata on 11th Day of May, 2022 **P K RATH**

INSURANCE OMBUDSMAN

Copy to: 1) Complainant: MRS. UTTARA BOSE CHOWDHURY

2) Company: PNB METLIFE INDIA LIFE INS. CO. P. LTD.

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: SRI P.K. RATH
CASEOFCOMPLAINANT– Shri Hiralal Pasricha
VS
RESPONDENT: SBI Life Insurance Co. Ltd (Navi Mumbai)
COMPLAINT REF: NO: KOL- L-041-2122-1602
AWARD NO:IO/KOL/A/LI/0100/2022-2023

1.	**Name &Address OfThe Complainant**	Shri Hiralal Pasricha 9/1C, Tal Bagan Lane, Park Circus, Kolkata-700017.
2.	**Type Of Policy:** Life **Policy Details:**	
3.	**Name of insured**	Shri Sunil Pasricha
4.	**Name of the insurer**	SBI Life Insurance Co. Ltd(Navi Mumbai)
5.	**Date of Repudiation**	05.11.2021
6.	**Reason for Repudiation**	Suppression of material fact at the time of issuance of the policy.
7.	**Date of receipt of the Complaint**	23- March-2022
8.	**Nature of Complaint**	Non satisfaction of claim payout of Rs. 83014/ instead of Rs. 427000/
9.	**Amount of Claim**	Rs. 391986/
10.	**Date of Partial Settlement**	
11.	**Amount of relief sought**	Rs. 391986/
12.	**Complaint registered under Insurance Ombudsman Rules 2017**	13(1) (b)- any partial or total repudiation of claim by an Insurer

Policy Details (item 2):

Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
2D70xxx1102	200000/	17.06.2019	17.06.2029	17.06.2019	41446/	10	05 (Yly)

13.	**Date of hearing** **Place of hearing**	18- May-2022 Kolkata
14.	**Representation at the hearing**	
	a)For the Complainant	Shri Devender Pasricha, son of complainant, Shri Hiralal Pasricha.
	b)For the Insurer	Ms. Bipasha Gill
15.	**Complaint how disposed**	By conducting online hearing
16.	**Date of Award**	30- May-2022

17. Brief Facts of the Case: As per complainant, he is a super senior citizen of Heart patient aged 90 years who has lost his son & Insurer has paid him Rs. 83014/(refund of 2 yearly premium) instead of Rs. 427000/ against settlement of death claim of Smart Bachat Non linked Life Insurance plan – a traditional savings plan with life cover with assured benefits. The policy has been purchased from SBI, Park Circus branch in good faith and trust & the policy was completed online. It was a natural death claim & the death had taken place in Govt. Hospital, Calcutta National Medical College & Hospital & all necessary documents were submitted & all formalities were completed for settlement of death claim of the concerned policy. As per complainant, deceased life assured was medically fit at the time of issuance of policy & no suppression of material fact was present. Complainant is a lay man who do not understand the complexity of insurance law & provided premium from hard earned money & appealed before Hon'ble Ombudsman to settle the death claim to the tune of Rs. 427000/.

18. Contention of the complainant: As he is not satisfied with refund of 2 premium amount which has been paid till date to the Insurer, he appealed before Hon'ble Ombudsman to settle the death claim to the tune of Rs. 427000/.

19. Contention of the Respondent: As per SCN, policy has been issued on basis of duly filled & signed proposal form with a basic sum assured of Rs. 2.00 lakh & Accidental death & Total permanent Disability benefit of Rs. 2.00 lakh . Life assured died on 4.4.2021 & it was revealed that the life assured was suffering from chronic liver disease and was taking treatment for the same prior to date of signing of the proposal. But this material fact was not disclosed in the proposal form while applying for the insurance cover. Accordingly the claim under the policy was repudiated. As per the Daily Clinical Notes of Calcutta National Medical College & Hospital, Dept. of Health and Family Welfare Govt. of West Bengal dated 3.4.2021, the deceased life assured has a history of swelling of Abdomen, Protrusion from Umbilicus for last 4-5 years & he was under treatment & a patient of Hepatic Encephalopathy. A copy of the medical records produced by Insurer. Accordingly, the claim was repudiated and an amount of Rs. 83048.13 was credited to nominee's A/C towards refund of premium as per amended Insurance Laws & nothing more is payable under the policy. The claim was repudiated due to non disclosure of material facts while applying the insurance cover. The applicant is responsible for the contents of the proposal form signed by him. There is no contractual obligation on the part of the Company to settle the claim. Insurer thus appealed before Hon'ble Ombudsman to dismiss the complaint.

20. Observation and conclusions: During hearing, representative of Complainant has informed that prior to issuance of the policy deceased life assured was completely in good condition & he has been admitted at Calcutta National Medical College & Hospital on 3.4.2021 due to not passing of stool since last 2 days & expired on 4.4.2021. After submission of documents for settlement of claim,

Insurance Company has paid only Rs. 83014/ instead of full death benefit as per policy condition. Premium has been paid for 2 years i.e., for 2019 & 2020 & 2 years 10 months has already elapsed from date of commencement of policy. As per repudiation letter as issued by Insurance Company the deceased life assured has not disclosed the pre- existing diseases & hence the claim has been repudiated. But his question why Insurance Company not conducted medical tests prior to issuance of the policy. He appealed before Hon'ble Ombudsman as he is not satisfied with the refund of premium as has been paid by the Insurer as full & final settlement of claim. In response, representative of Insurance Company has informed that deceased life assured was suffering from Chronic liver disease and was taking treatment for the same prior to issuance of the captioned policy. But the material fact was not disclosed in the proposal form at the time of applying of insurance policy & accordingly the claim under the policy has been repudiated as per Sec. 45 of The Insurance Laws (Amendment) Act, 2015. As per investigation report of Insurer, as collected from daily clinical Notes of Calcutta National Medical College & Hospital, the deceased life assured have a history of swelling of abdomen, protrusion from umbilicus and was on treatment for chronic liver disease for last 4- 5 years. However, in the proposal form, the deceased life assured had replied to specific questions pertaining to the health of life to be assured as under_:

Question No	Question	Answer
Q.13 (4)	During the last 10 years, have you undergone or advised to undergo hospitalization or an operation on any investigation or tests or medical treatment	No
Q. 13 (15)	Are you suffering from, or did you suffer or undergo investigation in the past from or have you been advised/ referred to undergo investigation or treatment for: c) Liver Disease (Jaundice/ Hepatitis etc)	No.

It is to be noted that proposal form in a policy document are the fundamental basis for assessment of risk and answer to each and every question asked for therein is vital for the underwriter to decide whether the proposed life is to be insured or not. Thus, any incorrect information stated in the proposal form certainly vitiates the interests of the insurer and hence the insurer is well within their rights to repudiate the claim & accordingly an amount of Rs. 83048.13 was settled on 4.11.2021 towards refund of premium as per amended Insurance Laws & the same has been intimated to the complainant vide letter dated 5.11.2021. Insurer thus appealed before Hon'ble Ombudsman to dismiss the complaint.

AWARD

Taking into account the facts & circumstances of the case and the submissions made by both the parties during the course of hearing and after going through the documents submitted it has been inferred that the Insurer has substantially proved the reasons for repudiation of death claim of concerned policy by providing relevant documents and hence the complaint is dismissed without providing any relief to the complainant.

If the decision is not acceptable to the complainant, he is at liberty to approach any other Forum/ Court as per Law of the Land against the Respondent Insurer.

P K RATH
INSURANCE
OMBUDSMAN

Dated at Kolkata on 30th day of May, 2022

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: SRI P.K. RATH

CASEOFCOMPLAINANT– Mohammad Azharuddin
VS
RESPONDENT: Star Union Dai- Ichi Life Insurance Co. Ltd (Navi Mumbai)

COMPLAINT REF: NO: KOL- L-045-2122-1609
AWARD NO:IO/KOL/ A/LI/0102/2022-2023

1.	**Name &Address OfThe Complainant**	Mohammad Azharuddin 4, Radha Bazar Street, Kolkata-700001.
2.	**Type Of Policy:** Life **Policy Details:**	
3.	**Name of insured**	Md. Firozuddin
4.	**Name of the insurer**	Star Union Dai- Ichi Life Insurance Co. Ltd.
5.	**Date of Repudiation**	24.11.2020
6.	**Reason for Repudiation**	As per policy terms and conditions, claim is not payable if the condition claimed does not meet the definition as per critical illness contract.
7.	**Date of receipt of the Complaint**	22- March-2022
8.	**Nature of Complaint**	Unfair repudiation of genuine Health insurance policy
9.	**Amount of Claim**	Rs. 17,50,000/
10.	**Date of Partial Settlement**	
11.	**Amount of relief sought**	Rs. 17,50,000/
12.	**Complaint registered under Insurance Ombudsman Rules 2017**	13 (1) (b)- any partial or total repudiation of claim by an Insurer.
13.	**Date of hearing** **Place of hearing**	18- May-2022 Kolkata
14.	**Representation at the hearing**	
	a)For the Complainant	Md. Azharuddin
	b)For the Insurer	Shri Nikhil Dubey
15.	**Complaint how disposed**	By conducting online hearing
16.	**Date of Award**	30- May-2022

Policy Details (item 2):

Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
00xx4188	1750000/	31.03.2016	31.03.2026	31.03.2016	98018/	10	10 (Yly)

17. Brief Facts of the Case: As per complainant, his father, Late Md. Firozuddin had taken the captioned Non- linked Non- participating Health Insurance policy from the Insurer for a sum assured of Rs. 17.50 lakhs on 3103.2016. His father was under diagnosis of Dr. K.K. Agarwal from 19.07.2018 & on 23.01.2019 his father has expired due to ischemic heart disease with dilated Cardiomyopathy. He has submitted all documents to Insurer for settlement of death claim but Insurer has repudiated the claim on 24.11.2020 by mentioning the following reasons that "On scrutiny of medical documents, we understand that the claim was for death due to cardiac respiratory failure in case of ischemic heart disease with dilated cardiomyopathy with diabetes mellitus as per the critical illness contract. We wish to mention that as per policy terms and conditions, the claim is not payable if the condition claimed does not meet the definition as per critical illness contract."

As per Complainant, Ischemic Cardiomyopathy is most common type of dilated Cardiomyopathy & Diabetes Mellitus is very common in the current era as Cardiomyopathy is the 25th item in the list of included 40 Critical illness conditions as covered in the policy. The patient had consulted first time on 19.07.2018 for acute episode of shortness of breath on mild exertion & some pathological tests were advised by Consultant Cardiologist & he had expired on 23.1.2019 during 3rd year of policy and so it is outside the purview of any pre-existing diseases. Moreover, the insured has taken 11 no. of policies for his family members from same Insurer which indicates that the insured in no way selective while taking the policy covers. . He has successfully survived the survival period of 30 days and finally succumbed and passed away after 6 months from the date of first identification. So logically the death is under the purview of Critical Illness Policy considering coverage under Sl. No. 25 of coverage.

18. Contention of the complainant: As the death claim has been repudiated though the policy covers the illness of Cardiomyopathy under Sl. No. 25 of list of Critical illnesses , the claim to be settled as basic sum assured of Rs. 17.50 lakhs.

19. Contention of the Respondent: As per SCN, complainant was required to specify the critical disease claimed but the same was not filled by the claimant. As per the complaint, he was raising a claim for cardiomyopathy but the letter from attending physician Dr. K.K. Agarwal specifies that the life assured died due to Cardiac respiratory failure and is a known case of Ischemic heart disease with dilated cardiomyopathy and diabetes mellitus. As the captioned policy is a health plan as per policy terms & conditions- Annexure-3 "The policy provides for Sum Assured when the life assured is diagnosed with any of the Critical Illness covered under the plan with any of the 40 critical illness, a lump sum amount which is equal to 100 % of sum assured will be paid to the life assured and the contract will terminate immediately. Each illness claimed under the policy must meet the definition specified for the benefits to be provided & in the present case, the illnesses of cardiac respiratory failure, Ischemic heart disease, dilated Cardiomyopathy and diabetes mellitus are not included in the list. Only "Cardiomyopathy" has been mentioned in the list of Sr. No. 25. The definition of Cardiomyopathy has been provided on page 27 of the policy terms & conditions (Annexure-3) as follows:

The unequivocal diagnosis by a consultant cardiologist, of cardiomyopathy that has been confirmed by an echocardiogram and has resulted in the presence of permanent physical impairments of at least class IV of the New York Heart Association Classification of cardiac impairment.

Class- IV- Inability to carry out any activity without discomfort , symptoms of Congestive Cardiac Failure are present even at rest. With any increase in physical activity, discomfort will be experienced.

That it is explicitly provided that the diagnosis of " Cardiomyopathy" must result in the presence of " permanent physical impairments of at least class IV of the New York Heart Association classification and Symptoms of Congestive cardiac failure even at rest. Therefore, for cardiomyopathy to be covered under this policy, the life assured must be suffering from permanent physical impairments and cardiac failure symptoms of such high degree and these symptoms should be present at rest. This is an essential part of the definition which the deceased life assured does not meet in the present case. Under permanent impairments of Class IV, the life assured must not be able to carry out any activity without facing discomfort and must show symptoms of cardiac failure even at rest. But in the present case, on page 6 of medical reports submitted by the complainant himself, the Cardiologist has noted that the patient is suffering shortness of breath (SOB) and dyspnea only on mild exertion which is a natural occurrence for even healthy adults and not at rest which is required under the policy which clearly shows that the deceased life assured's condition does not meet the severity level required by the policy terms & conditions & on page 14 of medical report the pulmonary Function Test also specifies that the degree of the life assured's obstructed airway condition is mild. . Further in the proposal form against question of "Do you consume tobacco" on page 6, deceased life assured had specified " No' though the letter of Dr.. K.K. Agarwal advised the deceased life assured to "stop smoking" & it clearly indicates that the deceased life assured had an active history of smoking and was advised by the Doctor to quit. So even with this undisclosed history which may have aggravated the illness, the symptoms of the deceased life assured are still below the class IV level required. As per policy clause 2 (b) of page 8 of the Policy Terms & Conditions upon death of the life assured, no benefit is payable under the policy & as the medical reports submitted by the complainant alone are sufficient to show that the claim does not meet the required definition of " Cardiomyopathy" , the claim has been denied. Insurer thus appealed before Hon'ble Ombudsman to dismiss the complaint.

20. <u>observation and conclusions</u>: During hearing, complainant has informed that his father has taken the policy for sum assured of Rs. 17.50 lakh & he was under diagnosis of Dr. K.K. Agarwal since 19.07.2018. Unfortunately he was expired on 23.1.2019 due to Ischemic heart disease with dilated cardiomyopathy & on production of claim related documents to the Insurer he has received the communication from the Insurer that the claim is not payable as the condition claimed does not meet the definition as per Critical Illness Contract but as per his knowledge the captioned policy covers 40 critical illnesses & one of them is Cardiomyopathy which is mentioned in Sl. No. 25 as per Annexure 1. He appealed before Hon'ble Ombudsman to settle the claim to the tune of Rs. 17.50 lakh. In response, Insurer has informed that the claim was for death due to cardiac respiratory failure in case of Ischemic heart disease with dilated cardiomyopathy with diabetes mellitus as per Critical Illness Contract. As per Part C of Annexure 3 of page 33 –Terms & Conditions of policy In case the life insured is diagnosed with any of the 40 Critical Illness covered under this policy, a lump sum amount which is equal to 100 % of Sum Assured will be paid to the Life Insured and the contract will terminate immediately. So each illness claimed under the policy must meet the definition specified for the benefit to be provided & for the present case, the illnesses of cardiac respiratory failure, ischemic heart disease, dilated cardiomyopathy and diabetes mellitus are not included in the list rather only " cardiomyopathy" has been mentioned in the list at Serial No. 25. The definition of Cardiomyopathy has been provided on page 27 of the policy terms & conditions (Annexure-3) as follows:

25. Cardiomyopathy

The unequivocal diagnosis by a consultant cardiologist, of cardiomyopathy that has been confirmed by an echocardiogram and has resulted in the presence of permanent physical impairments of at least class IV of the New York Heart Association Classification of cardiac impairment.

Class- IV- Inability to carry out any activity without discomfort , symptoms of Congestive Cardiac Failure are present even at rest. With any increase in physical activity, discomfort will be experienced.

The diagnosis of " Cardiomyopathy" must be result in the presence of " permanent physical impairments of at least Class IV of the New York Heart Association Classification and symptoms of congestive cardiac failure even at rest. So for cardiomyopathy to be covered under the captioned policy, the life assured must be suffering from permanent physical impairments and cardiac failure symptoms of such high degree & those symptoms should be present even at rest. The deceased life assured does not meet such essential part of the definition in the present case. But in the present case as per medical reports submitted by the complainant himself from the Cardiologist that the patient is showing shortness of breath and dyspnea only on "mild exertion" which is a natural occurrence for even healthy adults and not " at rest" which is required for the captioned health insurance policy. Further, the Pulmonary Function Test also specifies that the degree of the life assured's obstructed airway is mild which clearly indicates that the deceased life assured's condition does not meet the severity level as required by the Policy Terms & Conditions & accordingly the claim has been denied by the Insurance Company & as the policy does not include any death benefit, the complainant is not eligible for payment of any benefit/ refund of premium. Insurer thus appealed before Hon'ble Ombudsman to dismiss the complaint.

AWARD

Taking into account the facts & circumstances of the case and the submissions made by both the parties during the course of hearing and after going through the documents submitted it has been inferred that the Insurer has substantially proved the reasons/ gives the clarification that the claim does not meet the definition of Critical Illnesses of Cardiomyopathy as per policy terms & conditions and hence the complaint is dismissed without providing any relief to the complainant.

If the decision is not acceptable to the complainant, he is at liberty to approach any other Forum/ Court as per Law of the Land against the Respondent Insurer.

P K RATH

INSURANCE OMBUDSMAN

Dated at Kolkata on 30th day of May, 2022

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: SHRI P.K. RATH
CASE OF COMPLAINANT– MOSARAF HOSSAIN
VS
RESPONDENT: LIFE INSURANCE CORPORATION OF INDIA (HOWRAH)
COMPLAINT REF: NO: KOL-L-029-2122-1553
AWARD NO:IO/KOL/A/LI/0064 /2022-2023

1.	**Name & Address Of The Complainant**	MOSARAF HOSSAIN Kazimohalla, PO+PS - Pandua, Hooghly – 712 149, West Bengal. Mobile No. 62979 46454
2.	**Type Of Policy:** Life () **Policy Details:** LIC's T-841, Jeevan Sneha & Bima Gold	

Policy Number	Sum Assured	DOC	To Date	Date of Death	FUP	Policy Term	Paying Term
xxxxx5339	3,00,000	28-Jul-2017	28-Jul-2033	24-Apr-2020	28-Jan-2020	16/Qly	10
xxxxx4660	50,000	23-Jan-2001	23-Jan-2021	24-Apr-2020	23-Mar-2020	20/	20
xxxxx5428	2,00,000	21-Sep-2005	21-Sep-2005	24-Apr-2020	21-Sep-2019	20/Yly	20

3.	**Name of insured**	Mamtaj Begum (Deceased Life Assured)
4.	**Name of the insurer**	Life Insurance Corporation of India (Howrah)
5.	**Date of receipt of the Complaint**	14-Mar-2022
6.	**Nature of Complaint**	Repudiation of death claim/accident benefit
7.	**Amount of Claim**	Death Claim along with accident benefit
8.	**Date of Partial Settlement**	
9.	**Amount of relief sought**	(i) Death Benefit & Death Accident Benefit for Pol. No. xxxxx5339 (ii) Death Accident Benefit for Pol. No. xxxxx4660 & xxxxx5428
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**	11-May-2022 Online hearing from Kolkata Office
12.	**Representation at the hearing**	
	a)For the Complainant	Mr. Mosaraf Hossain
	b)For the Insurer	Mr. Sudip Nandi
13.	**Complaint how disposed**	By conducting online hearing

14.	Date of Award	20-May-2022

Brief Facts of the Case:

i) The Complainant, Mr. Mosaraf Hossain, is the husband of deceased life assured (DLA), Mamtaj Begum**, and he is also the nominee of three policies bearing no.** xxxxx5339, xxxxx6660 & xxxxx5428 on the life of Mamtaj Begum, **purchased on 28.07.2017, 23.01.2001 & 21.09.2005 respectively from Pandua Branch under Howrah Division of Life Insurance Corporation of India.**

ii) The life assured expired on 24.04.2020 at Chinsurah Sadar Hospital, Hooghly consequent upon 50-55% burn injury in presence of diabetes mellitus.

iii) The death claim pertaining to Policy bearing no. xxxxx5339 was rejected by LIC of India vide their letter dated 22.01.2021 as the policy was in lapsed status on date of death of Life Assured due to non-payment of premium.

iv) The basic death claim in respect of Policies bearing no. xxxxx4660 & xxxxx5428 was settled by the insurer but they declined to pay accident benefits under these policies as these policies were not inforce as on death of death of the Life Assured as per terms and conditions of the policies. This was communicated to the Complainant by the insurer vide their letter dated 28.05.2021.

v) The Complainant appealed before the Insurance Company on 05.08.2021/12.08.2021 for payment of accident benefit under policy no. xxxxx4660 & xxxxx5428 and both death claim & accident benefit under policy no. xxxxx5339. He also approached IRDAI earlier on 04.01.2021. But the Insurance Company intimated him that their decision remains unaltered.

vi) The Complainant approached the office of the Insurance ombudsman on 14.03.2022 for redressal of his grievances regarding settlement of the accident benefit for Policy Nos. xxxxx4660 & xxxxx5428 and death claim along with accident benefit for the Policy No. xxxxx5339.

Contention of the complainant:

i) That LIC of India turned down his request of settling the death claim along with accident benefit under policy no. xxxxx5339 on the ground that the life assured died after the expiry of grace period for payment of premium and the policy was in lapsed status as on date of death of the Life Assured. He admits that the premium due date was 28.01.2020 and the grace period was up to 28.02.2020 for paying the premium. The Life Assured died on 24.04.2020 after the expiry of grace period.

ii) That for Policy bearing No. xxxxx4660 & xxxxx5428, the LIC of India admitted the basic death claim but denied accidental death claim as these policies were not inforce on date of death.

iii) That he is not denying this fact that premiums were not paid in due time for all these policies but he was debarred from paying the premium and relevant papers in time as he was in a challenging situation.

iv) That he was in absolute crisis following his own accident, his wife's untimely death and unexpected constraints caused due to lockdown for corona virus and he was not in a position to pay premium at that juncture.

v) That he appealed before the Branch authority on 05.08.2021 and before the Howrah Divisional authority of the insurer **on 16.08.2021 but no fruitful action was taken by the authority concerned.**

Mr. Mosaraf Hossain, the Complainant, attended the online hearing on 11.05.2022. He stated that his wife died of accidental burn injury on 24.04.2020. She had three policies with LIC of India and he applied for death claim as the nominee of all three policies. But LIC declined to pay any claim under policy no. xxxxx5339. They settled only the death claim under remaining two policies but did not pay the accident benefit.

Contention of the Respondent:The contention of the Insurance Company as per their Self-Contained Note (SCN) dated 04.05.2022 is as follows:

i) That the Policy No. xxxxx5339 – (P/T/P-841/16/10, DOC-28.07.2017, Mode – Qly, FUP – 28.01.2020, SA – 3,00,000) – DLA Mamtaj Begum died on 24.04.2020 after the expiry of grace period and the policy was in lapsed condition without acquiring paid up value. So nothing is payable to the registered nominee, Mr. Mosaraf Hossain.

ii) ii) That for Policy No. xxxxx5428 – (P/T/P-174/20/20, DOC-21.09.2005, Mode – Yly, FUP – 21.09.2019, SA – 2,00,000) – Policyholder died on 24.04.2020 in the auto cover period and basic sum assured was settled on 10.12.2020. But as per terms and conditions of the policy, DAB is not payable in the auto cover period and hence DAB was not paid to the nominee.

iii) iii) That for Policy No. xxxxx4660 – (T/T-128/20, DOC-23.01.2001, FUP – 23.03.2020, SA – 50,000) – Policyholder died on 24.04.2020 in the free insurance cover period (3 years from FUP). Basic Death Claim was settled on 24.12.2020. The payment of Accident Benefit will be considered subject to receipt of Final Police Report as the DLA Mamtaj Begum died in Burn Injury at District Hospital Hooghly on 24.04.2020.

Mr. Sudip Nandi attended the online hearing on behalf of Life Insurance Corporation of India. He explained that the Policy bearing no. xxxxxx5339 was in lapsed status without acquiring paid up value for non-payment of premium as on date of death of the life assured. The policy bearing no. xxxxx5428 was also in lapsed status but within auto cover period as on date of death. Hence, the basic sum assure was paid to the nominee under this policy however accident benefit is not payable under auto cover as per terms and conditions of the policy. In case of Policy bearing no. xxxxx4660, the death occurred within the free insurance cover period of 3 years. The basic death claim has been settled under this policy accordingly. The accident benefit will be considered on receipt of Police Final Report confirming the cause of death.

Observation and conclusions:

i) The death claim along with accident benefit was denied under policy bearing no. xxxxx5339 as the policy was in lapsed status on date of death of Deceased life assured (DLA) due to non-payment of premium falling due on 28.01.2020. The grace period of 30 days from the date of first unpaid premium expired on 28.02.2020 and the DLA expired on 24.04.2020. Two and half years' premium was paid under this policy and the policy does not acquire Paid Up Value in this policy.

ii) The Insurance Company settled basic death claim on 10.12.2020 for Policy bearing nos. xxxxx5428. In this case the policy commenced on 21.309.2005 and the due date of first unpaid premium (FUP) was 21.09.2019. The death occurred on 24.04.2020 i.e., within auto cover period of 2 years from FUP. The accident benefit is not payable under auto cover clause as per terms and condition of the policy.

iii) The Insurance Company settled basic death claim on 24.12.2020 for Policy bearing nos. xxxxx4660 as the death occurred on 24.04.2020 which is within free insurance cover period of 3 years from the date of 1st unpaid premium (FUP-23.03.2020) as per terms and condition of the policy. The Insurer will consider payment of Death accident benefit on receipt of Final Police Report as the death of DLA was caused by burn injury.

The Complainant furnished one letter written by the S.I. of the Pandua Police Station on date of death to the Inspector-in-Charge, Chinsurah police station, Hooghly, wherein it is mention that "No specific case has been started at Pandua PS as yet and no foul play could be detected as yet behind the death of the deceased."

AWARD

Taking into account the facts & circumstances of the case, the submissions made by both the parties during the course of hearing and after going through the documents on record it is observed that the Insurance Company declined the payment of death claim under policy bearing no. xxxxx5339 as the policy was lapsed without acquiring paid up value due to non-payment of premium as on date of death of life assured. Basic death claim was settled under policy bearing no. xxxxx5428 & xxxxx4660 though these policies were in lapsed status as on date of death of the life assured, treating the policies in force applying auto cover/free insurance cover clause as applicable under terms and conditions of these policies. The death accident benefit is not payable under Policy bearing no. xxxxx5428 within auto cover period as per terms and conditions of the plan. However, the death accident benefit is payable if death occurs within the free insurance cover period in the plan under which the policy bearing no. xxxxx4660 was issued as per policy terms and conditions.

This has not been settled yet by the insurer due to non-receipt of Police Final Report regarding cause of death of the life assured.

As such, the Insurance Company is advised to settle the death accident benefit as per terms and conditions of the Policy bearing no. xxxxx4660 on the basis of the available documents like the letter of S.I., Pandua P.S. dated 20.04.2020 addressed to Inspector-in-Charge, Chinsurah police station, Hooghly / Post mortem Report etc., if no case has been initiated to find out the cause of death of the life assured by the Police Department till date.

Hence the Complaint is treated as disposed of.

If the decision is not acceptable to the Complainant, he is at liberty to approach any other Forum / Court as per Law of the Land against the Respondent Insurer.

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 20th Day of May 2022 **P K RATH**

INSURANCE

OMBUDSMAN

Copy to: 1) Complainant: Mr. Mosaraf Hossain

2) Company: Life Insurance Corporation of India (Howrah Division)

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: SHRI P.K. RATH

CASE OF COMPLAINANT – MADHABI SEN

VS

RESPONDENT: LIFE INSURANCE CORPORATION OF INDIA (KMDO-I)

COMPLAINT REF: NO: KOL-L-029-2122-1575

AWARD NO:IO/KOL/A/LI/ 0065 /2022-2023

1.	**Name & Address Of The Complainant**	MADHABI SEN W/o. Late Subrata Kumar Dey, Uttar Phatak, Rajbati, Burdwan – 713 104, West Bengal. Mobile No. 70019 57991
2.	**Type Of Policy:** Life (Limited Premium Endowment policy) **Policy Details:** LIC's Jeevan Labh Plan	
3.	**Name of insured**	Subrata Kumar Dey (Deceased Life Assured)
4.	**Name of the insurer**	Life Insurance Corporation of India (KMDO-I)
5.	**Date of receipt of the Complaint**	17-Mar-2022
6.	**Nature of Complaint**	Repudiation of death claim
7.	**Amount of Claim**	Sum Assured (Death Benefit)
8.	**Date of Partial Settlement**	Not Applicable
9.	**Amount of relief sought**	Sum Assured
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**	11-May-2022 Online hearing from Kolkata Office
12.	**Representation at the hearing**	
	a)For the Complainant	Ms. Madhabi Sen
	b)For the Insurer	Ms. Asima Biswas

Policy details (item 2):

Policy Number	Sum Assured	DOC	To Date	Date of Death	Premium	Policy Term	Paying Term
xxxxx9080	2,10,000	19-Dec-2017	19-Dec-2042	10-Jan-2018	10,954	25/Yly	16

13.	Complaint how disposed	By conducting online hearing
14.	Date of Award	23-May-2022

Brief Facts of the Case:

i) The deceased life assured (DLA), Subrata Kumar Dey**, purchased one life insurance policy bearing no.** xxxxx9080 **under limited premium endowment plan (Jeevan Labh) on his own life from City Branch Office 5 of Life Insurance Corporation of India (KMDO-1) on 19.12.2017 for yearly premium of Rs. 11,447/- (Base Premium 10,954/-).**

ii) The life assured expired at Bardhaman on 10.01.2018 due to cardio respiratory failure in a case of myocardial infarction as per the death certificate issued by Dr. Dilip Kumar Mehera, D.H.M.S.

iii) The Divisional Authority of the Insurance Company repudiated the death claim vide their letter dated 11.11.2019 on the ground of suppression of material facts regarding health at the time of submitting the proposal form for this policy.

iv) The Complainant and the nominee of the policy, Ms. Madhabi Sen, the widow of deceased life assured, believes that her husband did not suppress any material fact at the time of inception of the policy and this confusion has been created due to a wrongly mentioned date of treatment by Dr. Rikta Pal Banik inadvertently.

v) The Complainant appealed before the Zonal Office Claims Dispute Redressal Committee (ZO CDRC) of the insurer but her appeal was declined by the committee upholding the earlier decision of repudiation as communicated to her vide letter dated 26.06.2020.

vi) The Complainant approached the office of the Insurance ombudsman on 11.03.2022 for redressal of her grievances regarding settlement of the death claim for the policy.

Contention of the complainant:

i) That the actual fact is Dr. Ritika Pal Banik in her prescription dated 05.01.2018 wrongly wrote the date from which the patient was suffering from 20.12.2017 instead of 05.01.2018. Her husband died on 10.01.2018 due to C.R.F. in a case of Myocardial Infarction.

ii) That her husband did not suppress anything during inception of the policy on 20.12.2017 as he was not suffering from any disease at that time.

iii) That she visited different offices of the insurer on several occasions but they did not pay heed to her request of settling the death claim and intentionally harassed her by rejecting the claim on flimsy ground of concealment of the disease at the time of taking the policy.

iv) That she also submitted certificate issued by the doctor with the corrected date but the insurer did not take it into consideration.

Ms. Madhabi Sen, the Complainant, attended the online hearing on 11.05.2022. She repeated that her husband, the deceased life assured, did not have any health issues while taking the policy on 19.12.2017. He visited the doctor with chest pain for the first time on 05.01.2018. The treating doctor wrongly mentioned in her prescription that he had been suffering from 20.12.2017 which was corrected later by the doctor.

Contention of the Respondent:The contention of the Insurance Company as per their Self Contained Note (SCN) received on 19.04.2022 is as follows:

A) That the life assured expired on 10.01.2018 due to Cardio Respiratory Failure. The death claim was repudiated vide letter dated 11.11.2019, reason being suppression of material facts with intent to deceive the respondent insurer, as detailed below:

The Claim Form B was executed by Dr. Ritika Pal Banik who in her prescription dated 05.01.2018 revealed that the deceased life assured (DLA) was suffering from respiratory distress and chest pain since 20.12.2017, the day just following the date of commencement of the policy on 19.12.2017. This was not disclosed in the proposal dated 19.12.2017. The DLA answered “No” to Q.No.11 (e) and “Good” to 11 (i).

However, the doctor, in her letter dated 20.06.2019 has stated that “the actual date of first observation was 05.01.2018, in place of 20.12.2017. Otherwise, wife of the DLA will be seriously prejudiced”. Further, she issued a fresh prescription dated 05.01.2018 where the date of first observation was modified as 05.01.2018. Fresh claim form “B” was also issued by her with changed date.

The entire claim papers have been changed after the conducting of claim investigation. It is clear that the claimant when understood that narrating the facts might lead to repudiation, she with the help of the doctor, changed the period of treatment.

B) That the death certificate was issued by Dr. Dilip Kumar Mehera (DHMS, Regd No.17462) on 10.01.2018 whereas claim form “B” (Medical Attendant’s Certificate – to be completed by the Medical Attendant of the deceased of the last illness) was executed by Dr. Ritika Pal Banik who was not the medical attendant of the last illness of DLA.

C) That in the Claim Form B, Dr. Ritika Pal Banik has answered to the following question as –

5. e) When were the symptoms first observed by the deceased: 20.12.2017 / 05.01.2018 (original /revised)

f) What was the date on which you were first consulted during the illness: 05.01.2018 / Not answered (original /revised)

h) ii) What at the time of his first visit was? The duration of complaint then reported: 15 days / 6 days (original /revised)

D) That from the above, it is clear that Dr. Ritika Pal Banik was not the last medical attendant of DLA, but she has filled up and even changed claim form B to mislead the respondent insurer so that the claimant can get the claim. This is detrimental to the interest of the policyholders at large.

E) That the premium of Rs.10,954.00 against the above said policy has been refunded to the claimant on 21.11.2019.

Ms. Asima Biswas attended the online hearing on behalf of Life Insurance Corporation of India. She reiterated that the life assured expired within 21 days of taking the policy. His doctor, Ritika Pal Banik, initially mentioned in her prescription dated 05.01.2018 that the patient (DLA) was suffering from chest pain since 20.12.2017. But later she rectified her statement and issued a fresh prescription dated 05.01.2018 mentioning that the patient was suffering from today i.e., 05.01.2018. It appears that the Doctor changed the date later to facilitate the settlement of death claim in favour of the Complainant.

Observation and conclusions:

i) The proposal form was duly filled in and signed by Subrata Kumar Dey, the Deceased Life Assured (DLA), on 18.12.2017 and the policy was issued on 19.12.2017.

ii) The DLA expired on 10.01.2018 at his residence in Bardhaman due to Cardio Respiratory Failure in a case of Myocardial Infarction within 3 weeks of taking the policy.

iii) The last treating doctor, Rikta Pal Banik, D.M.S. (Cal), initially mentioned in her prescription on 05.01.2018 that the DLA was suffering from respiratory distress and chest pain since 20.12.2017 which is indicative of pre-existing illness of DLA at the time of taking the policy on 19.12.2017. Further in the question no. 5(e) of Claim 'B' (form no.3784) she mentioned that the patient was first observed by her on 20.12.2017. The Doctor later issued a revised prescription dated 05.01.2018 wherein she modified the date of suffering of the patient from 20.12.2017 to 05.01.2018. She also issued a separate certificate dated 20.06.2019 to rectify the aforementioned mistakes made by her.

iv) The ZO CDRC of LIC of India uphold the decision of repudiation and the same was communicated to the Complainant on 26.06.2020. However, the Complainant preferred to lodge her complainant with the office of the Insurance Ombudsman on 11.03.2022 i.e., beyond 1 year from 26.06.2020. Hence, the complaint is barred by limitation as per Insurance Ombudsman Rules, 2017.

v) The Insurance Company refunded the premium of Rs.10,954.00 to the Complainant/nominee of the policy on 21.11.2019.

It is difficult to comprehend that the Doctor made the same mistake twice on two separate documents, one issued before the death of the DLA (prescription dated 05.01.2018) and the other issued after the death (Claim Form 'B').

AWARD

Taking into account the facts & circumstances of the case, the submissions made by both the parties during the course of hearing and after going through the documents on record it is observed that the life assured of the subject policy bearing no. xxxx9080 expired within a short span of 21 days from purchasing the policy. The confusions created in respect of the period of suffering of the Deceased Life Assured prior to his death following the revision made by the treating doctor on two documents issued in different period of time cannot be overlooked in this case. The decision of the Insurance Company of repudiating the death claim on the ground of suppression of material facts at the time of taking the policy is found to be justified.

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

If the decision is not acceptable to the Complainant, she is at liberty to approach any other Forum / Court as per Law of the Land against the Respondent Insurer.

Dated at Kolkata on 23rd Day of May 2022 **P K RATH**

INSURANCE

OMBUDSMAN