PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN,Ahmedabad
(State of Gujarat and Union Territories of Dadra and Nagar Haveli and Daman and Diu.)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : Shri C. Vikas Rao
CASE OF COMPLAINANT - SURESHJI D THAKOR
VS
RESPONDENT: LIC of India
COMPLAINT REF: NO: AHD-L-029-2324-0010
AWARD NO:IO/AHD/A/LI/0011/2023-2024

<table>
<tr><td>1.</td><td>Name & Address Of The Complainant</td><td>SURESHJI D THAKOR
THAKOR VAS, AT POST SANGANPUR</td></tr>
<tr><td>2.</td><td colspan="2">Type Of Policy: Life
Policy Details:
<table>
<tr><th>Policy Number</th><th>Sum Assured</th><th>From Date</th><th>To Date</th><th>DOC</th><th>Premium</th><th>Policy Term</th><th>Paying Term</th></tr>
<tr><td>929058541</td><td>150000</td><td></td><td></td><td>28-Jun-2021</td><td>0</td><td></td><td></td></tr>
</table></td></tr>
<tr><td>3.</td><td>Name of insured</td><td>SURESHJI D THAKOR</td></tr>
<tr><td>4.</td><td>Name of the insurer/broker</td><td>LIC of India</td></tr>
<tr><td>5.</td><td>Date of receipt of the Complaint</td><td>10-Apr-2023</td></tr>
<tr><td>6.</td><td>Nature of Complaint</td><td>REPUDIATION OF THE DEATH CLAIM</td></tr>
<tr><td>7.</td><td>Amount of Claim</td><td>147110.42</td></tr>
<tr><td>8.</td><td>Date of Partial Settlement</td><td></td></tr>
<tr><td>9.</td><td>Amount of relief sought</td><td>0</td></tr>
<tr><td>10.</td><td>Complaint registered under Insurance Ombudsman Rules 2017</td><td>Rule 13(1)(b) — any partial or total repudiation of claims by an insurer</td></tr>
<tr><td>11.</td><td>Date of hearing
Place of hearing</td><td>11-May-2023
Ahmedabad</td></tr>
<tr><td>12.</td><td>Representation at the hearing</td><td></td></tr>
<tr><td></td><td>a)For the Complainant</td><td>Mr. Sureshbhai D Thakor</td></tr>
<tr><td></td><td>b)For the Insurer</td><td>Mr. L P RAJGURU</td></tr>
<tr><td>13.</td><td>Complaint how disposed</td><td>AWARD</td></tr>
</table>

COMPLAINT REF: NO: AHD-L-029-2324-0010

Brief Facts of the Case:

The Complainant's brother was sold LIC Life Insurance Policy No.929058541 by LIC of India Mehsana Branch office under Gandhinagar DO for Sum assured of Rs. 150000/-. The Policy was accepted at Ordinary Rate plus Accident Benefit after satisfactory submission of Proposal form, and necessary KYC by Life Assured and Moral Hazard Report by Agent.The Life Assured Mr. Dhiraji Dungarji Thakor died due to Cardiac Arrest on 05.07.2022. The Death Claim was lodged by the Complainant which was repudiated by the Respondent Insurer stating that Life Assured was handicapped in both legs since birth as he had polio since Childhood. This suppression of material facts, which have had a bearing on the granting of Risk was clearly done with intent to mislead the Insurer. Aggrieved by the same, the Complainant approached this Forum for redressal of his grievance.

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Contention of the complainant:

The Complainant submitted that his claim was repudiated by the Respondent Insurer on the wrong grounds. He submitted that his brother had not suppressed any material facts about his status of Health intentionally. He urged the Forum to help him in getting his claim.

Contention of the Respondent:

The Representative of the Respondent Insurer Shri L P Rajguru stated during the Online Hearing that Life Assured was handicapped by both legs since birth as he had polio since childhood. He also submitted a copy of Handicapped Identity Card No. 03/001/0103/003642/06 issued by Social Security Department of Gujarat state authorizing free travel in State Transport Buses. The Deformity mentioned in the card is 40%. Therefore it is a clear case of suppression of material facts. Hence the Claim was repudiated and all the money received by Corporation under the policy stand forfeited. He further submitted that the Complainant had represented against Repudiation to LIC's Zonal Office and the Zonal office also upheld the repudiation of decision taken by the Divisional Office. In view of the same, he prayed before the Forum to dismiss the case without any relief to the Complainant.

Observation and conclusions:

Based upon the submissions made by both the parties during the course of Online Hearing and the documents submitted on record, it is observed that:

1) The Death claim was lodged by the Complainant which was repudiated by the Respondent Insurer stating that Life Assured was handicapped by both legs since birth as he had polio since childhood. This suppression of material facts, which have had a bearing on the granting of Risk was clearly done with intent to mislead the Insurer.

2) Respondent Insurer submitted a copy of Handicapped Identity Card No. 03/001/0103/003642/06 issued by Social Security Department of Gujarat state authorizing free travel in State Transport Buses. The Deformity mentioned in the card is 40%.

3) Complainant submitted that his brother had not suppressed any material facts about his status of Health intentionally.

4) In view of non-declaring the disability in proposal form by the Life assured which is a clear breach of Utmost Good Faith. It is a settled proposition that a Contract of Insurance is a Contract of Utmost Good Faith- " Uberrima Fides" entered between the parties. This means that both parties to an Insurance Contract must deal in goodfaith making a full declaration of all material Facts in the Insurance Contract. In current case, there is a breach of such faith. Therefore the Insurance Company is well within its Lawful right to deny the Claim payable to the Insured on the ground of non disclosure of material facts in the Proposal Form.

In view of the forgoing facts, the decision of the Respondent Insurance Company to repudiate the Claim is in line with the Section 45 of the Insurance Act 1938 of the Policy. Hence the Complaint is not admissible.

AWARD

COMPLAINT REF: NO: AHD-L-029-2324-0010

AWARD NO:IO/AHD/A/LI/0011/2023-2024

INSURANCE OMBUDSMAN Ahmedabad

Date:15/May/2023

In view of the a fore said facts and submission made during the course of Online Hearing, the decision of the Respondent Insurance Company to repudiate the Claim is in order and the Complaint is dismissed without any relief to the Complainant.

If the decision of the Forum is not acceptable to the Complainant, he/she is at liberty to approach any other Forum/Court as per law of the land against the Respondent Insurer, as may be deemed fit.

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN,Ahmedabad
(State of Gujarat and Union Territories of Dadra and Nagar Haveli and Daman and Diu.)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : Shri C. Vikas Rao
CASE OF COMPLAINANT - SURESHJI D THAKOR
VS
RESPONDENT: LIC of India
COMPLAINT REF: NO: AHD-L-029-2324-0011
AWARD NO:IO/AHD/A/LI/0012/2023-2024

<table>
<tr><td>1.</td><td>Name & Address Of The Complainant</td><td>SURESHJI D THAKOR
THAKOR VAS, AT POST SANGANPUR</td></tr>
<tr><td>2.</td><td colspan="2">Type Of Policy: Life
Policy Details:
<table>
<tr><th>Policy Number</th><th>Sum Assured</th><th>From Date</th><th>To Date</th><th>DOC</th><th>Premium</th><th>Policy Term</th><th>Paying Term</th></tr>
<tr><td>932931577</td><td>75000</td><td></td><td></td><td>04-Jan-2022</td><td>0</td><td></td><td></td></tr>
</table></td></tr>
<tr><td>3.</td><td>Name of insured</td><td>SURESHJI D THAKOR</td></tr>
<tr><td>4.</td><td>Name of the insurer/broker</td><td>LIC of India</td></tr>
<tr><td>5.</td><td>Date of receipt of the Complaint</td><td>10-Apr-2023</td></tr>
<tr><td>6.</td><td>Nature of Complaint</td><td>Repudiation of the Claim</td></tr>
<tr><td>7.</td><td>Amount of Claim</td><td>75000.00</td></tr>
<tr><td>8.</td><td>Date of Partial Settlement</td><td></td></tr>
<tr><td>9.</td><td>Amount of relief sought</td><td>0</td></tr>
<tr><td>10.</td><td>Complaint registered under Insurance Ombudsman Rules 2017</td><td>Rule 13(1)(b) — any partial or total repudiation of claims by an insurer</td></tr>
<tr><td>11.</td><td>Date of hearing
Place of hearing</td><td>11-May-2023
Ahmedabad</td></tr>
<tr><td>12.</td><td>Representation at the hearing</td><td></td></tr>
<tr><td></td><td>a)For the Complainant</td><td>Mr. Sureshbhai D Thakor</td></tr>
<tr><td></td><td>b)For the Insurer</td><td>Mr. L P Rajguru</td></tr>
<tr><td>13.</td><td>Complaint how disposed</td><td>AWARD</td></tr>
</table>

Brief Facts of the Case:

The Complainant's brother was sold LIC Life Insurance Policy No.932931577 by LIC of India Mehsana Branch office under Gandhinagar DO for Sum assured of Rs. 75000/-. The Policy was accepted at Ordinary Rate plus Accident Benefit after satisfactory submission of Proposal form, and necessary KYC by Life Assured and Moral Hazard Report by Agent. The Life Assured Mr. Dhiraji Dungarji Thakor died due to Cardiac Arrest on 05.07.2022. The Death Claim was lodged by the Complainant which was repudiated by the Respondent Insurer stating that Life Assured was handicapped by both legs since birth as he had Polio in Childhood. This suppression of material facts, which have a bearing on the granting of risk, was clearly done with intent to mislead the Insurer. Aggrieved by the same, the Complainant approached this Forum for redressal of his grievance.

Contention of the complainant:

The Complainant submitted that his claim was repudiated by the Respondent Insurer on the wrong grounds. He submitted that his brother had not suppressed any material facts about his status of Health intentionally. He urged the Forum to help him in getting his claim.

Contention of the Respondent:

The Representative of the Respondent Insurer Shri L P Rajguru stated during the Online Hearing that Life Assured was handicapped by both legs since birth as he had Polio in childhood. He also submitted a copy of Handicapped Identity Card No. 03/001/0103/003642/06 issued by Social Security Department of Gujarat state authorizing free travel in State Transport Buses. The Deformitymentioned in the card is 40%. Therefore it is a clear case of suppression of material facts. Hence the Claim was repudiated and all the money received by Corporation under the policy stand forfeited. He further submitted that the Complainant had represented against Repudiation to LIC's Zonal Office and the Zonal office also upheld the repudiation of decision taken by the Divisional Office. In view of the same, he prayed before the Forum to dismiss the case without any relief to the Complainant.

Observation and conclusions:

Based upon the submissions made by both the parties during the course of Online Hearing and the documents submitted on record, it is observed that:

1) The Death claim was lodged by the Complainant which was repudiated by the Respondent Insurer stating that Life Assured was handicapped by both legs since birth as he had polio in childhood. This suppression of material facts, which have a bearing on the granting of Risk was clearly done with intent to mislead the Insurer.

2) Respondent Insurer submitted a copy of Handicapped Identity Card No. 03/001/0103/003642/06 issued by Social Security Department of Gujarat state authorizing free travel in State Transport Buses. The Deformity mentioned in the card is 40%.

3) Complainant submitted that his brother had not suppressed any material facts about his status of Health intentionally.

4) In view of non-declaring the disability in proposal form by the Life assured which is a clear breach of Utmost Good Faith. It is a settled proposition that a Contract of Insurance is a Contract of Utmost Good Faith-" Uberrima Fides" entered between the parties. This means that both parties to an Insurance Contract must deal in good faith making a full declaration of all material Facts in the Insurance Contract. In current case, there is a breach of such faith. Therefore the Insurance Company is well within its Lawful right to deny the Claim payable to the Insured on the ground of non disclosure of material facts in the Proposal Form.

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN,Ahmedabad
(State of Gujarat and Union Territories of Dadra and Nagar Haveli and Daman and Diu.)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : Shri C. Vikas Rao
CASE OF COMPLAINANT - SURESHJI D THAKOR
VS
RESPONDENT: LIC of India
COMPLAINT REF: NO: AHD-L-029-2324-0013
AWARD NO:IO/AHD/A/LI/0014/2023-2024

<table>
<tr><td>1.</td><td>Name & Address Of The Complainant</td><td>SURESHJI D THAKOR
THAKOR VAS, AT POST SANGANPUR</td></tr>
<tr><td>2.</td><td colspan="2">Type Of Policy: Life
Policy Details:
<table>
<tr><th>Policy Number</th><th>Sum Assured</th><th>From Date</th><th>To Date</th><th>DOC</th><th>Premium</th><th>Policy Term</th><th>Paying Term</th></tr>
<tr><td>929058546</td><td>175000</td><td></td><td></td><td>28-Jun-2021</td><td>0</td><td></td><td></td></tr>
</table></td></tr>
<tr><td>3.</td><td>Name of insured</td><td>SURESHJI D THAKOR</td></tr>
<tr><td>4.</td><td>Name of the insurer/broker</td><td>LIC of India</td></tr>
<tr><td>5.</td><td>Date of receipt of the Complaint</td><td>10-Apr-2023</td></tr>
<tr><td>6.</td><td>Nature of Complaint</td><td>Repudiation of the Claim</td></tr>
<tr><td>7.</td><td>Amount of Claim</td><td>229622.98</td></tr>
<tr><td>8.</td><td>Date of Partial Settlement</td><td></td></tr>
<tr><td>9.</td><td>Amount of relief sought</td><td>0</td></tr>
<tr><td>10.</td><td>Complaint registered under Insurance Ombudsman Rules 2017</td><td>Rule 13(1)(b) — any partial or total repudiation of claims by an insurer</td></tr>
<tr><td>11.</td><td>Date of hearing
Place of hearing</td><td>11-May-2023
Ahmedabad</td></tr>
<tr><td>12.</td><td>Representation at the hearing</td><td></td></tr>
<tr><td></td><td>a)For the Complainant</td><td>Mr. Sureshbhai D Thakor</td></tr>
<tr><td></td><td>b)For the Insurer</td><td>Mr. L P Rajguru</td></tr>
<tr><td>13.</td><td>Complaint how disposed</td><td>AWARD</td></tr>
</table>

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN,Bhopal
(State of Madhya Pradesh & Chattisgarh)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : RAVINDRA MOHAN SINGH
CASE OF COMPLAINANT - Sanjeev Singh Ahirwar
VS
RESPONDENT: HDFC Life Insurance Co. Ltd.
COMPLAINT REF: NO: BHP-L-019-2223-1441
AWARD NO:IO/BHP/A/LI/0032/2023-2024

<table>
<tr><td>1.</td><td>Name & Address Of The Complainant</td><td>Sanjeev Singh Ahirwar
Gram-Sankla, Post-Deepna Kheda, Sironj</td></tr>
<tr><td>2.</td><td colspan="2">Type Of Policy: Life
Policy Details:
<table>
<tr><th>Policy Number</th><th>Sum Assured</th><th>From Date</th><th>To Date</th><th>DOC</th><th>Premium</th><th>Policy Term</th><th>Paying Term</th></tr>
<tr><td>PP000110</td><td>0</td><td></td><td></td><td></td><td>0</td><td></td><td></td></tr>
</table></td></tr>
<tr><td>3.</td><td>Name of insured</td><td>Veer Singh Ahirwar</td></tr>
<tr><td>4.</td><td>Name of the insurer/broker</td><td>HDFC Life Insurance Co. Ltd.</td></tr>
<tr><td>5.</td><td>Date of receipt of the Complaint</td><td>17-Mar-2023</td></tr>
<tr><td>6.</td><td>Nature of Complaint</td><td>Non payment of death claim</td></tr>
<tr><td>7.</td><td>Amount of Claim</td><td>0.00</td></tr>
<tr><td>8.</td><td>Date of Partial Settlement</td><td></td></tr>
<tr><td>9.</td><td>Amount of relief sought</td><td>0</td></tr>
<tr><td>10.</td><td>Complaint registered under Insurance Ombudsman Rules 2017</td><td>Rule 13(1)(b) — any partial or total repudiation of claims by an insurer</td></tr>
<tr><td>11.</td><td>Date of hearing
Place of hearing</td><td></td></tr>
<tr><td>12.</td><td>Representation at the hearing</td><td></td></tr>
<tr><td></td><td>a)For the Complainant</td><td>Mr Sanjeev Singh Ahirwar over WebEx App</td></tr>
<tr><td></td><td>b)For the Insurer</td><td>Mr Gurpreet Singh, Senior Manager Legal over WebEx App</td></tr>
<tr><td>13.</td><td>Complaint how disposed</td><td>Dismissed</td></tr>
</table>

COMPLAINT REF: NO: BHP-L-029-2324-0019

Brief Facts of the Case:

The complainant has stated that Policy was taken by her son from LIC on31.03.2017 whose DOC was 25.04.2016 for SA 15 Lakhs under Plan & Term815-35-35 (Jeevan Anand Yojna), Mode - Mly (Nach). Life Assured died on05.05.2022 due to suicide and since suicide clause was operative due to revival of policy hence death claim was repudiated by the LIC.

Contention of the complainant:

Premiums of above policy were paid from 31.03.2017 to 25.09.2021, hence policy had completed for 4 years 5 Months 4 days from date of Risk. Under the above policy, the instalments from the month 09-2021 to the month 02-2022 were paid on 19-02-2022 on line for 6 instalments. As per statements Policy was in force up to 03.2022 therefore as per above facts he has requested to the forum for payment of death claim sympathetically.

Contention of the Respondent:

The respondent in their SCN have stated that it is an early death claim as LA died within 3 years from date of Revival. The duration of policy is 2 months and 16days from date of Revival and cause of death is suicide. Hence suicide clause is operative from date of payment of premium after grace period (Revivial19.09.2022) (Premium paid due 09.2021 to 02.2022) in above case, so the claim was rejected by the competent authority and amount which higher of 80% of the premium, if any) or the surrender value shall be payable. The branch has paid an amount of Rs.204355/- on 22.09.2022 as paid up value and refund of premium from 09.2021.

Observation and conclusions:

During hearing the complainant submitted that his son had taken above policy from respondent company and every month premium payment was made through deduction from Bank Account. He further stated that due to some reasons premium payment could not be made for 3-4months in between and later on he made those payments online. He stated that his son died on 05.05.2022 and they had completed all formalities and submitted necessary documents for death claim. He stated that Company had paid them full death benefit and had transferred an amount of Rs.2,04,000/-. He therefore appealed to this forum for redressal of his grievance.

On their turn respondent company submitted that policy No.38xxx3549 was issued to DLA on 31.03.2017. He further submitted that an early death claim was received from the complainant as LA died by committing suicide within 3 months from the date of revival and hence suicide clause is operative. He further stated that monthly premiums due under the policy for the period September, 2021 to February, 2022 were not paid by the life assured and later he had made payment of these six instalments together on19.02.2022 i.e. after days of grace. Asper policy terms and conditions, the claim was therefore rejected and an amount which is higher of 80% of premiums paid till date of death (excluding taxes, extra premium and rider premium, if any) amounting to Rs.2,04,355/- was paid to complainant on 22.09.2022.

I have heard both the parties and carefully gone through the documents available on the file. It is observed that the DLA had died by committing suicide on 05.05.2022 and prior to this he had not paid monthly premiums due under the policy from September, 2021 to February 2022 and later remitted all these six instalments together on 19.02.2022. As Life assured died by committing suicide on05.05.2022, i.e. within one year of revival of policy on 19.02.2022, suicide clause of policy terms and conditions become operative and hence the repudiation of claim by respondent company is justified and is in order. In view of foregoing, complaint is liable to be dismissed.

AWARD

COMPLAINT REF: NO: BHP-L-029-2324-0019

The complaint filed by Mrs. Manjula Verma stands dismissed herewith.

AWARD NO:IO/BHP/A/LI/0043/2023-2024 **INSURANCE OMBUDSMAN**
Date:12/May/2023 **Bhopal**

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN,Bhopal
(State of Madhya Pradesh & Chattisgarh)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : RAVINDRA MOHAN SINGH
CASE OF COMPLAINANT - Ravindra Kaur
VS
RESPONDENT: Max Life insurance Co. Ltd.
COMPLAINT REF: NO: BHP-L-032-2223-1364
AWARD NO:IO/BHP/A/LI/0042/2023-2024

<table>
<tr><td>1.</td><td>Name & Address Of The Complainant</td><td>Ravindra Kaur
680, Panchwati Colony Dewas Naka, A.B. Road</td></tr>
<tr><td>2.</td><td colspan="2">Type Of Policy: Life
Policy Details:
<table>
<tr><th>Policy Number</th><th>Sum Assured</th><th>From Date</th><th>To Date</th><th>DOC</th><th>Premium</th><th>Policy Term</th><th>Paying Term</th></tr>
<tr><td>505458273</td><td>0</td><td></td><td></td><td></td><td>0</td><td></td><td></td></tr>
</table></td></tr>
<tr><td>3.</td><td>Name of insured</td><td>Jaspal Singh Shekhon</td></tr>
<tr><td>4.</td><td>Name of the insurer/broker</td><td>Max Life insurance Co. Ltd.</td></tr>
<tr><td>5.</td><td>Date of receipt of the Complaint</td><td>21-Feb-2023</td></tr>
<tr><td>6.</td><td>Nature of Complaint</td><td>Rejection of death claim</td></tr>
<tr><td>7.</td><td>Amount of Claim</td><td>0.00</td></tr>
<tr><td>8.</td><td>Date of Partial Settlement</td><td></td></tr>
<tr><td>9.</td><td>Amount of relief sought</td><td>0</td></tr>
<tr><td>10.</td><td>Complaint registered under Insurance Ombudsman Rules 2017</td><td>Rule 13(1)(b) — any partial or total repudiation of claims by an insurer</td></tr>
<tr><td>11.</td><td>Date of hearing
Place of hearing</td><td>12-May-2023
Bhopal</td></tr>
<tr><td>12.</td><td>Representation at the hearing</td><td></td></tr>
<tr><td></td><td>a)For the Complainant</td><td>Mrs Ravindra Kaur & Mr Sardar Jora Singh Sekhon, Husband of the complainant over whatsapp video cal</td></tr>
<tr><td></td><td>b)For the Insurer</td><td>Mr Surya Berry, Manager Legal over whatsapp video call on his mobile</td></tr>
<tr><td>13.</td><td>Complaint how disposed</td><td>Dismissed</td></tr>
</table>

COMPLAINT REF: NO: BHP-L-032-2223-1364

Brief Facts of the Case:

The complainant has stated that she had applied for death claim of her son Mr Jaspal Singh Shekhon under above policy, but respondent company refused the claim and she got letter from company along with premium cheque of Axis Bank for an amount of Rs.31,000.52. In that letter she was told that premium was not paid from 27.04.2020.Her son was not able to pay at that time but he wanted to pay his premiums regularly. So he contacted Max Head Office for Special Revival Scheme in March 2021 as his intent is clear to pay, continue the policy.

Contention of the complainant:

At this stage consent of respondent company provide him confirmation of special revival scheme to pay premium amount of Rs.30,764/- on his mobile. Then he arranged funds and put the cheque for above policy premium amount of Rs.31,000/- on 01.05.2022 in Axis Bank drop box. Due to Covid guidelines protocol, all offices were locked down. After 1 day, her son fell ill and he did RTPCR check and found positive for Covid 19 and after day he was admitted in Hospital and very next day he expired due to Corona. This is the duration in which his presented cheque got cleared and company sent him health declaration link on his mobile but due to demise same day he was not able to do that. In the rejection letter amount of Rs.31,000.52 refunded is this same amount deposited by her son for his renewal. She further stated that she and her husband suffered from Covid in December, 2021 and after that she suffered paralysis attack. She has therefore appealed to this forum for payment of death claim of her son.

Contention of the Respondent:

The respondent in their SCN have stated that above policy was issued Mr Jaspal Sekhon for a Sum assured of Rs.7,73,188/-against annual mode of premium payment of Rs.52,599.98/- and that two instalments of premium have been received under the policy. Policy was issued on 30.04.2018 and LA died on 05.05.2021. On bare perusal of the contents of the complaint without prejudice and without going into the merits of the case prima facie, it appears that complainant has approached this Forum for redressal of her complaint, wherein she has alleged that son of the complainant was the holder of policy since 30.04.2018. LA expired on 05.05.2021 and as such on04.12.2021, death claim intimation from complainant was received at the end of respondent. Case was enquired and it was found that since the policy was lapsed since 27.04.2020 claim was not admitted and a letter dated 11.12.2021 was served by respondent. Present complaint is not maintainable because the complaint is not substantiated from the facts of the case as the present complaint appears to be false and concoted on the basis of allegations made in the complaint. The present case has no base at all as the policy, being lapsed since 27.04.2020, no claim whatsoever can be entertained as per the terms of the policy. Complainant was sent premium renewal reminders repeatedly on 28.03.2020,05.05.2020. Since premium was not paid, policy lapsed on expiry of grace periodw.e.f.27.04.2020 which had been communicated to LA vide policy lapse intimation letter dated 26.06.2020 and the complainant was further given a last chance to reinstate his policy by paying up the premium immediately. Despite repeated reminders, the complainant failed to pay the premium and as a result policy lapsed. LA was not covered on death and hence claim was not admitted.

Observation and conclusions:

During hearing the complainant submitted that his son had on receipt of consent of respondent company in March2021 to revive the policy under special revival scheme by paying Rs.30,764/-under Semi annual mode over his mobile had made payment of Rs.30,764/- by putting cheque in Drop Box of Axis Bank on 01.05.2021. He further stated after that his son died due to Covid on 05.05.2022. Thereafter he had lodged death claim with the respondent company but the same was rejected by the company and they had refunded an amount of Rs.31,000.52 deposited by the policyholder for renewal. He therefore appealed to this forum for complete policy benefits under the policy.

On their turn respondent company submitted that policy No.50xxx8273 was issued to complainant on 27.04.2018against payment of yearly premium of Rs.52,599.98. He further stated that DLA had paid two instalments under the policy only and hence the policy was in lapsed condition since 27.04.2020. He further stated that company had sent premium renewal reminders repeatedly on 28.03.2020, 05.05.2020. Since premium was not paid, policy lapsed on expiry of grace period w.e.f.27.04.2020 and the same was communicated to LA vide policy lapse intimation letter dated 26.06.2020 and the complainant was further given a last chance to reinstate his policy by paying up the premium immediately along with Health Declaration Form and Medicals. Despite repeated reminders, the complainant failed to pay the premium and as a result policy lapsed. LA was not covered on death and hence claim was not admitted.

I have heard both the parties and carefully gone through the documents available on the file. It is observed that the policy was in lapsed condition since 27.04.2020 and respondent company had sent renewal premium intimation letters on 28.03.2020, 05.05.2020 and policy lapse intimation letter dated 26.06.2020 to complainant. It is also seen that inspite of policy lapse intimation letter dated 26.06.2020, complainant had remained silent and had not made premium payment until March, 2021 when he received a confirmation message on life assured's mobile to pay Rs.31,000.52 to revive the policy under Special Revival Scheme.2021. It is pertinent to mention here that if life assured had any true intentions to revive the policy he could have revived the policy much before01.05.2022 when he put the cheque in drop box of Axis Bank. Meanwhile, Life assured had tested positive for Covid just a day after and had expired before he could even fill in and submit the Health Declaration form. The sequence of events indicate that the process of Special Revival Scheme could not be

AWARD

COMPLAINT REF: NO: BHP-L-032-2223-1364

The complaint filed by Mrs. Ravindra Kaur stands dismissed herewith.

AWARD NO:IO/BHP/A/LI/0042/2023-2024 **INSURANCE OMBUDSMAN**
Date:12/May/2023 **Bhopal**

COMPLAINT REF: NO: CHD-L-029-2324-0071

Brief Facts of the Case:

Mr. Prem Singh (hereinafter, the Complainant) has filed a complaint in this office about nonpayment of Death claim under policy on life of his wife by LIC of India (hereinafter, the Insurers).

Contention of the complainant:

His wife was insured by the insurer for 2 lac and she suddenly expired on 03.02.2022 due to heart attack. The insurer rejected the claim on flimsy grounds stating that certain information submitted by the insured was false which is incorrect as the she was already insured vide an existing policy which matured recently. The agent then approached her for reinsurance and the second policy was issued. The paperwork of the new policy was done by the agent and the insured was just to put signatures only and if there is any misinformation it is on the part of the agent. Also the death was caused by heart attack there were no symptoms of it earlier. He complained to the divisional and zonal authorities of the insurer but was not heard. As such he has approached this forum for relief.

Contention of the Respondent:

The company vide SCN dated 12.05.2023 has submitted that Smt Sita Devi was insured under policy number 144848894 with DOC 17.01.2022 for sum assured 200000 under Table term 914/16/16 has expired on 03.02.2022 and the duration of policy as on date of death is 16 days only. The death claim forms along with original policy bond and death certificate was submitted by the claimant.

From the record provided by the claimant it was observed that the deceased life assured had taken treatment from two hospitals viz Vasal Hospital & Johal Hospital Jalandhar. As per Vasal hospital record Smt Sita Devi was taking treatment since 22.11.2021 to 06.12.2021 and follow-up OPD visit slips dated 22.11.2021 & 08.01.2022 show that she was ill before commencement of policy i.e 17.01.2022. She remained admitted in Vasal Hospital from 22.11.2021 to 06.12.2021 (15 days). She was again admitted in Vasal hospital from 26.01.2022 to 29.01.2022 and was diagnosed with Septic Shock & Palmary Edema. After that she was admitted in Johal Hospital Jalandhar from 29.01.2022 to 03.02.2022 (Date of death).

So, she was ill before the commencement of the policy i.e 17.01.2022. As per proposal form she has not mentioned her illness. This suppression of material fact which have a bearing on the granting of risk, was clearly done with intent to mislead them. Had the same been disclosed at the time of taking the policy, it would not have been accepted.

The claimant was informed vide letter dated Claims/EDC/JAL/147 dated 07.10.2022 that due to suppression of material fact the competent authority has repudiated all claim liabilities on the ground of misrepresentation of material facts. The claimant had further applied before the appellant authority ZOCRC & they vide their letter dated 16.02.2023 upholded the repudiation decision of Divisional Office. The same was informed to the claimant vide letter reference Claims/ EDC/JAL/147 dated 21.02.2023. In view of this nothing is payable.

Observation and conclusions:

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

The complainant reiterated the contents of his complaint and submitted that his wife was made to buy a policy from the proceeds of an earlier policy. Now when his wife expired the insurer refused to pay the claim. His wife died all of sudden in the hospital.

On the other hand the representative of the insurer informed that the policy was issued on 17.01.2022 and the life assured died on 3.2.22 just after 16 days. The DLA had another policy which got matured in February 2022. The earlier policy was issued in 15.02.2007 with sum assured 55000 and matured on 15.2.2022. In the earlier policy Rs 86000 was paid and the claim was properly settled. However, in the second policy the claim was repudiated as she was already ill when the policy was taken for which they have sufficient proofs.

The representative of the insurer was asked who was the agent in both the policies and if they had asked for the comments of the agent on this complaint.

The representative of the insurer informed that the agent in both the policies was Subhadra Goswami and is still active with the insurer. They have asked for the comments of the agent also on the complaint of the claimant. The agent has submitted that she visited life assured for documentation of maturity of earlier policy and also asked for a new policy. She filled all the answers as were informed by the life assured. She was not told anything about the illness of the DLA or treatment the DLA was taking.

The insurer was asked to share the reply of the agent with the forum which they did vide email dated 19.05.2023.

On the basis of facts, complaint submitted by the complainant, SCN, the submissions made by both the parties and on examination of documents submitted by them, it is observed that the life assured was suffering from different

COMPLAINT REF: NO: CHD-L-029-2324-0049

Brief Facts of the Case:

Ms Isharo Devi (hereinafter, the Complainant) has filed a complaint in this office about nonpayment of death claim benefit under policy bearing number 146478135 by LIC of India (hereinafter, the Insurers).

Contention of the complainant:

Her husband had taken the policy wherein she is the nominee. He expired on 22.03.2022. As such the sum assured was payable to her. She submitted all the requirements to the insurer but they rejected her claim on grounds of suppression of material facts. Since neither there was any concealment nor the insurer has any evidence nor he took any treatment from any doctor before taking the policy. The claim when lodged with the insurer was repudiated on wrong grounds. As such she has approached this forum for relief.

Contention of the Respondent:

The Company vide SCN dated 24.04.23 has submitted that the policy bearing number 146478135 policy number 146478135 was issued in the name of Sh. Surjeet Singh on date of commencement 28.06.2020 (DOC), 05.08.2020 (D O Risk) for SA of Rs. 300000 Premium of Rs 18985/-, Mode Yearly under Plan/Term 936/21/15 by branch office Pehowa. The duration of the policy from date of risk was 01y07m17d respectively. The Policyholder died on 22.03.2022 due to respiratory failure as per claim form 3783. Proposal form dt. 22.07.2020 is available in which Policyholder had stated his health condition as 'Good'. While the Life assured was suffering from COPD before the date of Proposal (commencement of risk) but did not disclose these facts in the said Proposal form. As per F-3816 of GMCH Chandigarh, DLA was admitted with complaint of shortness of breath * 15 years (COPD) and was having history of k/c/o COPD * 15 years with SOB * 2 days, Acute AE of COPD with type II RF and expired on 22.03.2022. This suppression of material facts, fraudulently which have had a bearing on the granting of risk, was clearly done intentionally. So the claim was decided to repudiate by the competent authority and the decision was taken to treat revival as null & void with refund premiums.

As per the above orders, Under Policy number 146478135, Payment of Rs. 37970/ was made to the claimant on 20.09.2022. Accordingly repudiation letter dt. 21.09.2022 was sent to the nominee.

Observation and conclusions:

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

The complainant reiterated the contents of her complaint and submitted that the insurer is not paying the claim to her and she is not aware of the reasons. The policy was done by her husband and she is not aware when and how it was taken. Her husband died of respiratory failure.

The representative of the insurer on the other hand submitted that the life assured had taken a policy offline on 28.06.2020 wherein date of risk is 05.08.2020 for a sum assured of Rs 3 lakhs. Two premiums in yearly mode were received under the policy; as such the policy has run only for 1 year 7 months and 17 days. The agent under the policy is Mr Krishan Kumar and is currently active with them. As per the claim forms received the life assured expired on 22.03.2022 due to respiratory failure at GMCH Chandigarh. Being an early claim it was got investigated As per discharge summary of Miri Piri Institute of medical sciences & research, Shahbad, the DLA was a Smoker, had history of COPD and had previous hospitalization for COPD. The OPD card also mentions the patient as K/C/O COPD, acute exacerbation and was admitted to ICU. Also as per the certificate of hospital treatment received from GMCH Sector 32 Chandigarh, the life assured was K/C/O COPD for 15 years and had Shortness of breath for 2 days, Acute AE of COPD with type II RF.

Since the said medical history had a bearing on the insurance granted, it was decided to repudiate the claim. As such the claim was repudiated with refund of premiums to the nominee.

The complainant when asked if her husband had any other policy, it was informed that he had a policy that matured earlier and later a new policy was issued from its maturity proceeds. The complainant was asked to send if she had any documents pertaining to that. The complainant vide email dated 30.05.2023 has sent premium receipt and policy document of the policy for which claim has been repudiated. On being contacted again it was informed that they donot have any other policy. The earlier policy matured in 2019-2020 and this new policy was issued in 2020.

On the basis of facts, complaint submitted by the complainant, SCN, the submissions made by both the parties and on examination of documents submitted by them, it is observed that the life assured was suffering from COPD and also died due to respiratory failure. The same was not disclosed while taking the new policy. The said medical history had a bearing on the medical underwriting of the proposal. Hence, the death claim is rightly repudiated by the insurer.

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN,Chandigarh
(States of Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir and Union Territory of Chandigarh)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : Atul Jerath
CASE OF COMPLAINANT - Arshad Iqbal
VS
RESPONDENT: PNB Metlife India Ins. Co. P. Ltd.
COMPLAINT REF: NO: CHD-L-033-2324-0037
AWARD NO:IO/CHD/A/LI/0094/2023-2024

1.	**Name & Address Of The Complainant**	Arshad Iqbal S/o Late Rafiqa Akhter, House no. 165, Nursing Garth Karanagar Srinagar
2.	**Type Of Policy:** Life **Policy Details:**	

Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
23671666	1169362	15-Feb-2021	15-Feb-2037	15-Feb-2021	62700	16/Annual	8

3.	**Name of insured**	Rafiqa Akhtar
4.	**Name of the insurer/broker**	PNB Metlife India Ins. Co. P. Ltd.
5.	**Date of receipt of the Complaint**	13-Apr-2023
6.	**Nature of Complaint**	Death claim not paid
7.	**Amount of Claim**	0.00
8.	**Date of Partial Settlement**	
9.	**Amount of relief sought**	921262
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**	16-May-2023 Chandigarh
12.	**Representation at the hearing**	
	a)For the Complainant	Sh.Arshad Iqbal, the complainant
	b)For the Insurer	Shri Devendra Verma , Manager-Legal
13.	**Complaint how disposed**	Award under Rule 17

Brief Facts of the Case:

Sh.Arshad Iqbal (hereinafter, the Complainant) has filed a complaint against PNB Metlife India Life Insurance Co. Ltd (hereinafter, the Insurers) alleging rejection of death claim of his Mother.

Contention of the complainant:

The complainant stated that the Insurance company has rejected the death claim of his Mother on false grounds that life assured died due to chronic kidney disease and same was not disclosed before taking policy.His mother was a Government employee and she never took leave on account of any illness and was in good health when policy was taken.His mother suddenly developed health complications on 18.08.2022 and was admitted to Govt. S.M.H.S Hospital in Srinagar and lost her life on 24.08.2022.

The discharge summary clearly states that his Mother passed away due to Cardiopulmonary Arrest.He requested the company to share the medical records which led to the rejection of claim.He represented his case to Insurance company on 28.02.2023 but he is not satisfied with the response.Thus, being aggrieved with the Insurance Company, he has approached this forum to seek relief.

Contention of the Respondent:

As per SCN dated 08.05.2023, the company stated that DLA had applied for the subject policy by submitting the proposal form along with other related supporting document .The company evaluated and processed the Proposal Form on the basis of the information provided by the complainant and issued Policy bearing no.23671666 to complainant for the premium paying term single and coverage term of 18 years. DLA has not disclosed any fact related to his medical condition during the issuance of the policy at proposal stage.

Insurance company received death claim intimation on 18/10/2022 under subject policy informing that DLA died on 24/08/2022.The company appointed investigator to investigate the claim.Treatment Notes/Records of Govt S.H.M.S Hospital (CKD V 2017) and as per our underwriting team opinion " Had the history of Chronic Kidney Disease ,Hypertension and Diabetes been disclosed at application stage, the case would have been declined by underwriter." In view of the above said Company sent decision letter on 28/11/2022 on the basis of non-disclosure of pre-existing disease and concealment of material facts and refunded the premium of Rs. 2,48,100/- as per Section 45 of Insurance Act.

Company prayed that it had not violated any terms and conditions of policy and had not done any act which results in deficiency of service and requested to dismiss the complaint as false and vexatious.

Observation and conclusions:

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

The complainant stated that company has rejected the death claim of his mother on false grounds that she was suffering from Chronic kidney disease. His mother suddenly developed health complications and was admitted to Government hospital where she lost her life due to cardiopulmonary arrest.He has requested for payment of death claim amount.

The company representative reiterated their stand in SCN and stated that the Company received death claim intimation on 18/10/2022 and investigation was conducted as per section 45 of Insurance Act .The investigator procured the Medical records from Government hospital which indicates that the DLA was suffering from chronic kidney disease, diabetes and hypertension prior to issuance of policy and the same was not disclosed in proposal form.If the above facts had been disclosed at application stage,the case would have been declined by underwriter.The company has repudiated the claim on 28/11/2022 due to non-disclosure of essential facts as per term and conditions of the policy

7. The Insurer has refunded the premium of Rs.23243.61 to the nominee on 27.03.2023.

Thus there is a misrepresentation on the mental state of the Life Assured. This is a material fact and the misrepresentation thus entitles the Insurer to deny the claim. The rejection of the claim is found to be in order. The Complaint is not admitted.

AWARD

COMPLAINT REF: NO: CHN-L-008-2324-0049

Taking into account the facts and circumstances of the case and the submissions made by the parties, the Forum concludes that the repudiation of the claim by the Insurer under Policy no.10000200 is justified and does not warrant intervention.

The Complaint is, therefore, NOT allowed.

In the event the Complainant disagrees with the Award, she may, if deemed fit and proper, move a fresh application at any other Forum/Court that may be considered by her as appropriate against the Insurer.

AWARD NO:IO/CHN/A/LI/0036/2023-2024 **INSURANCE OMBUDSMAN**
Date:18/May/2023 **Chennai**

Observation and conclusions:

The Forum heard the submissions made by both the parties. The Forum also studied the relevant documents.

The Life Assured died on 28-05-2022. The Death Claim preferred by the Complainant had been repudiated on 30-11-2022 on the ground of suppression of pre-existing medical condition of the Life Assured.

The Insurer would contend that the Life Assured had consulted the Doctor and had adverse pathological findings of deranged liver function test prior to issuance of policy.

The Letter of Repudiation dated 30-11-2022 of the Insurer was studied. For two reasons, this Forum is of the view that the Insurer had relied on Section 45(4) and not on Section 45(2):
1. Had the Insurer relied on Section 45(2), they ought to have conveyed the grounds and materials on which such decision is based. No such material was ever furnished to the Complainant.
2. The Insurer had referred to adverse pathological findings which had a bearing on the decision to offer insurance. Even while making such reference, not a whisper is made on the Life Assured's intention to deceive the Insurer.
Hence, the Insurer could have only invoked Section 45(4) for denying the claim. Even then, the Repudiation fails for the following reasons:

1. As per Section 45(4) it is the duty of the Insurer to prove that had the Insurer been aware of the fact, no life insurance policy would have been issued.
However, the Insurer had only stated that had the correct information been provided to them, they would have called for further medical tests based on which the decision to offer insurance would have been taken. The Letter of the Insurer is not unequivocal in stating that had the correct information been provided, the Policy would not have been issued. On the other hand, the Insurer states the decision to insure would have been contingent on further medical examination. Thus, the Insurer failed to discharge the Onus cast upon them as aforesaid.

2. Even under Section 45(4), the materials upon which the decision to deny the claim ought to have been furnished. No such material was furnished by the Insurer.
3. In the Member Enrolment Form, in response to a specific question –Qn.No.6,
"Are you taking any medication or has a doctor ever attended to you for any conditions, diseases or impairment not mentioned above?",
the Life Assured had answered in the Negative.

The above question specifically asked the Life Assured on two contingencies:
a. whether the Life Assured has taken any medication or
b. has a doctor ever attended to the Life Assured.
There is nothing or record to prove that the Life Assured had undertaken any medication, nor that a doctor had ever attended to him.

4. The only medical record relied upon by the Insurer is the Lab Report. The Report dated 16-07-2019 does indicate that the SGPT and SGOT levels are beyond those permissible. However, mere deviations on such readings do not establish that the liver function of the Life Assured was deranged.

More significantly, the Report dated 08-11-2021, which is after the insurance was taken, indicates that the SGOT and SGPT readings are well within the permissible levels. Thus, the Life Assured was not found to have any adverse features on the functioning of his liver. Thus, the Life Assured could not be found to have made a misrepresentation on any material fact.

For all these reasons, this Forum is of the view that the decision of the Insurer to repudiate the death claim of the Life Assured is not sustainable.

COMPLAINT REF: NO: CHN-L-006-2324-0009

Brief Facts of the Case:

The husband of the Complainant had subscribed to a Life Insurance Policy for a Sum of Rs. 25 Lakhs, vide Membership Number 0485231961. The Policy commenced on 12th November 2021. The Life Assured died on 23.09.2022. The Complainant lodged a claim for the death of the Life Assured. This claim was rejected by the Insurer on08.03.2023. The Complainant approaches this Forum against this decision of the Insurer.

Contention of the complainant:

The Complaint is against the rejection of the claim for the death of the Life Assured. The Insurer had rejected the claim on the ground that the Life Assured had been suffering from Diabetes and Hypertension for ten years, and that this fact was not disclosed in the proposal for the Life Insurance. The Complainant contends that her husband, the Life Assured, was never suffering from these conditions and that the claims should therefore be paid.

Contention of the Respondent:

The case of the Insurer is that the Life Assured had been suffering from Diabetes and Hypertension since ten years. The Policy was subscribed in 2021. At that time, the Life Assured has an obligation to state the conditions he is suffering from. The Life Assured failed to disclose the fact that he has been suffering from Diabetes and Hypertension since ten years. Had these conditions been disclosed, the Insurer might not have insured the Life, or would have called for additional documents and medical evaluation. The Insurer also avers that the breach of the duty of disclosure by the Life Assured entitles the Insurer to deny the claim.

Observation and conclusions:

The Hearing for the Complaint was conducted on 21-04-2023,28-04-2023 and on 11-05-2023.

Mediation process was undertaken, but could not be concluded. The adjudication process was then taken up.

During the Hearing the Complainant stated that her husband, the Life Assured, was healthy at the time of taking the policy and was not suffering from Diabetes and Hypertension. She wanted to know on what basis the Insurer was alleging that the Life Assured was suffering from these conditions. This Forum therefore forwarded to the Complainant the documents submitted by the Insurer to this effect:

A. The Initial Evaluation Record and

B. Progress Record of the Hospital where the Life Assured was admitted for treatment.

The Complainant does not accept these documents. At the time of admission of the Life Assured to the Hospital, she had not stated to the Hospital that her husband had Diabetes and Hypertension for the past 10 years and was taking treatment. She therefore wondered how the Hospital had recorded that the Life Assured was suffering from Diabetes and Hypertension while the fact remained that he was suffering from neither of these conditions.

She prayed for settlement of Death Claim as the claim was rejected by the Insurer wrongly.

The Insurer submitted that on receipt of death claim intimation, they had conducted investigation and found that the Life Assured was admitted in Kovai Medical Center Hospital, Coimbatore on 22-09-2022 and died on 23-09-2022. As per the Treatment Summary, the Life Assured was known case of Diabetes Mellitus and Hypertension for the past 10years on irregular medication.

The Life Assured failed to disclose these conditions. In the proposal for insurance dated 15-11-2021, under Question No.2 (a) and 2 (b)of Simplified Medical Questionnaire the Complainant was asked

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN,Chennai
(State of Tamil Nadu and Union Territories- Puducherry Town and Karaikal (which are part of Union Territory of Puducherry).)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : SHRI SEGAR SAMPATHKUMAR
CASE OF COMPLAINANT - Vinotha Krishnan
VS
RESPONDENT: Pramerica Life Ins.Co.Ltd.
COMPLAINT REF: NO: CHN-L-013-2324-0040
AWARD NO:IO/CHN/A/LI/0040/2023-2024

1.	**Name & Address Of The Complainant**	Vinotha Krishnan H.No.14, Periyasamy Konar Lane Near Capron Hal Higher School Ponnagaram
2.	**Type Of Policy:** Life **Policy Details:**	

Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
GC000043	1043413	09-Jun-2022	09-Jun-2029	09-Jun-2022	43413	7 years Single	Single

3.	**Name of insured**	M.Krishnan
4.	**Name of the insurer/broker**	Pramerica Life Ins.Co.Ltd.
5.	**Date of receipt of the Complaint**	13-Apr-2023
6.	**Nature of Complaint**	Repudiation of Death Claim
7.	**Amount of Claim**	0.00
8.	**Date of Partial Settlement**	
9.	**Amount of relief sought**	0
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**	28-Apr-2023 Chennai
12.	**Representation at the hearing**	
	a)For the Complainant	Ms.Vinotha Krishnan
	b)For the Insurer	Mr Varun Anand and Mr Vijay Singh Shekawat
13.	**Complaint how disposed**	By Award

COMPLAINT REF: NO: CHN-L-013-2324-0040

Brief Facts of the Case:

Mr.M.Krishnan, the Life Assured had availed a loan of Rs.10,00,000/- from M/s.Piramal Capital & Housing Finance Limited. He had subscribed Group Life Insurance Coverage through Pramerica Life Insurance Company vide Pramerica Group Credit Life+ for Rs.1043413 with effect from 09-06-2022. The Life Assured died on 13-07-2022 due to cardiac arrest. Ms.Vinotha Krishnan, being the wife and nominee under the policy had preferred a death claim with the Insurer which was repudiated by the Insurer on 15.02.2023.

Contention of the complainant:

The Complainant submitted that her husband Mr.M.Krishnan had availed home loan of Rs.10,00,000 from Piramal Finance Ltd. through an agent. Her husband had also subscribed Group Life Insurance Coverage for Rs.10,43,413 from Pramerica Life Insurance Company with effect from 09-06-2022. The Complainant's husband died on 13-07-2022.

The Complainant preferred a death claim with the Insurer which was repudiated by the Insurer vide their letter dated 15th February, 2023. The insurer refunded the premium to the Complainant. The Complainant approached this Forum for settlement of full claim amount.

Contention of the Respondent:

The Insurer submitted that the policy was issued based on the duly signed proposal on 09th June, 2022 and the policy was issued under non-medical category.

The Life Assured expired on 13-07-2022 i.e., within 01 month, 4 days of applying for insurance.

In the Proposal form the Life Assured Mr.M.Krishnan had given a declaration that he had made complete, true and accurate disclosure of all the facts and circumstances as may be relevant for the acceptability of the proposal.

Based on the medical records obtained by the Insurer upon investigation, found that there was non-disclosure of material facts. The Life Assured was suffering from poorly controlled diabetes prior to date of proposal which has not been disclosed in the proposal form dated 09-06-2022.

Had the illness had been disclosed in the Proposal form, Insurer would have declined the insurance cover and policy would not have been issued.

Observation and conclusions:

During the Hearing, the Complainant submitted that her husband (Life Assured) had obtained home loan from Piramal Finance and had taken the life insurance policy with the Insurer as insisted by the Finance Company. The Life Assured was hale and healthy, not having any disease and had not visited any hospital for any treatment. Suddenly he suffered a Cardiac Arrest and died on 13-07-2022. The Complainant averred that the Life Assured was not suffering from Diabetes. She prayed for settlement of death claim.

The Insurer maintained their stand as stated in their Self-contained Note that the Death Claim had arisen within one month and four days from the date of applying for insurance. The Life Assured was suffering from Diabetes for more than 10 years and this fact was not disclosed in the proposal for insurance. Hence, the Insurer rightly repudiated the death claim. The Insurer prayed for dismissal of the complaint.

This Forum heard both sides and examined the documents submitted by both the parties and notes the following facts:

1. The Life Assured had availed home loan of Rs.10 lakhs and had also subscribed Group life insurance policy for a Sum Assured of 10,43,413 with Date of Commencement being09-06-2022.

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 : MS. KIRAN SAHDEV
CASE OF COMPLAINANT - Gita Devi
VS
RESPONDENT: LIC of India
COMPLAINT REF: NO: KOL-L-029-2324-0176
AWARD NO:IO/KOL/A/LI/0144/2023-2024

<table>
<tr><td>1.</td><td>Name & Address Of The Complainant</td><td>Gita Devi
73, R B C Road, Dum Dum Cant., Kolkata - 700 028.</td></tr>
<tr><td>2.</td><td colspan="2">Type Of Policy: Life
Policy Details:
<table>
<tr><th>Policy Number</th><th>Sum Assured</th><th>From Date</th><th>To Date</th><th>DOC</th><th>Premium</th><th>Policy Term</th><th>Paying Term</th></tr>
<tr><td>427140095</td><td>125000</td><td>12-Jun-2009</td><td></td><td>12-Jun-2009</td><td>510</td><td>20</td><td>20</td></tr>
</table></td></tr>
<tr><td>3.</td><td>Name of insured</td><td>Ramesh Prasad</td></tr>
<tr><td>4.</td><td>Name of the insurer/broker</td><td>LIC of India</td></tr>
<tr><td>5.</td><td>Date of receipt of the Complaint</td><td>04-Apr-2023</td></tr>
<tr><td>6.</td><td>Nature of Complaint</td><td>death claim not received</td></tr>
<tr><td>7.</td><td>Amount of Claim</td><td>0.00</td></tr>
<tr><td>8.</td><td>Date of Partial Settlement</td><td></td></tr>
<tr><td>9.</td><td>Amount of relief sought</td><td>0</td></tr>
<tr><td>10.</td><td>Complaint registered under Insurance Ombudsman Rules 2017</td><td>Rule 13(1)(a) - delay in settlement of claims</td></tr>
<tr><td>11.</td><td>Date of hearing
Place of hearing</td><td>18-May-2023
Kolkata</td></tr>
<tr><td>12.</td><td>Representation at the hearing</td><td></td></tr>
<tr><td></td><td>a)For the Complainant</td><td>Gita Devi</td></tr>
<tr><td></td><td>b)For the Insurer</td><td>Shyamal Mondal</td></tr>
<tr><td>13.</td><td>Complaint how disposed</td><td>BY ONLINE HEARING</td></tr>
</table>

AWARD

COMPLAINT REF: NO: LCK-L-029-2324-0005

Complaint is dismissed.

Let the copy of this award begiven to both the parties.

AWARD NO:IO/LCK/A/LI/0007/2023-2024
Date:01/May/2023

INSURANCE OMBUDSMAN
Lucknow

stated that on account of non-payment of requisite premia, the policy was not in force and hence the death claim can be settled only by treating the status as reduced paid up as per express clause. The Insurer Proposal form is the basis of contract and policy bond is a legal document containing the conditions and privileges available to the policyholder.

At the same time, however, the Forum is of the considered opinion that the submission of the Complainant that the Insured, being unconscious throughout the period of 7/5/2019 to 1/12/2020, was physically incapable of knowing or appreciating the need to pay the premium, and therefore the lapse of non-payment of premia has to be evaluated not strictly within the policy terms but after taking into account the extra-ordinary circumstances of the LA, cannot be brushed aside.

The Forum has also noted that after three hospitalisations, the Insured's treatment continued at home. The hospitalisation was discontinued due to financial constraints of the family. There are circumstantial evidence submitted by the Complainant which indirectly point to the fact that the LA continued through out the period of non-payment of premia in an dilapidated physical/mental state which need consideration as to its impact on the death claim.

The Forum therefore sought medico-legal opinion from (In spite of this, the forum wanted to rule out whether or not the patient was really in vegetative state and if not, whether he was conscious enough and in such a condition during the period from 07-05-2019 to 01-12-2020 so as to also remain conscious of / concerned about the need to pay insurance premium which fell due during the period from 07-05-2019 to 01-12-2020. The complainant had submitted only Discharge summaries of various hospitals and no any other lab reports, X-ray etc. were submitted. To rule out the status of DLA during the period from due date of premium (i.e. in grace period) till his death, Forum wrote to) Inches Health Care Lab to to examine available medical documents submitted by the complainant and provide medical opinion about the medical/health condition of the patient. The following opinion was sought from the Medico Legal Expert.

1. The overall medical/health condition of the patient during the periodfrom 7.5.2019 to 1.12.2020 (Date of death)
2. Whether or not the patient was conscious enough and in such conditionduring the period from 7.5.2019 to 1.12.2020 so asto also remain conscious of and concerned about the need to pay insurancepremium which fell due during the period from 7.5.2019 to 1.12.2020

The opinion given by Inches Health Care Lab, Dr. C.H.Asrani, dt. 31.3.2023 is as under:

Opinion: "On scrutiny of documents, it is observed that deceased was admitted 4 times with complications of head injury. As per 4th discharge summary, patient was discharged on 1.9.2019. At time of this hospitalization, admission notes do not mention he was unconscious. During this hospitalization, patient underwent a surgery on urinary bladder under aesthesia. At discharge, there is no mention about status of patient’s consciousness, which would have been mentioned if it was adverse. During this hospitalization, patient was not seen by a neurologist. No mention that patient is unconscious (which is unlikely as surgery would not have been conducted on an unconscious patient). Patient was stable on Tracheostomy tube and T-piece (T-piece is an instrument used in weaning of a patient from ventilator during spontaneous breath trials and is widely used to identify patients who are ready for extubation) implying patient was not on a ventilator. Patient was recommended home ICU management, which was with regards to his breathing. From 1.9.2019 till 1.12.2020 there are no medical documents / discharge summary implying patient was not hospitalized. There is no mention of patient being drowsy/ stuporous or unconscious. Patient was on tube feeding and oxygen and during last hospitalization even a speech therapist was consulted. All of this points to the fact that he was conscious".

The Medico-legal opinion is silent about the second query raised by the Forum, the answer to which must now be found by the Forum through attendant circumstances. It does appear, though, that the LA was not unconscious throughout the home ICU treatment.

AWARD

COMPLAINT REF: NO: BNG-L-010-2324-0050

AWARD

Taking into account the facts & circumstances of the case, the records made available to this Forum and submissions made by both the parties during the course of personal hearing, it is observed that the Respondent Insurer has repudiated the death claim on the grounds that the premium has not been received from the insured member for the year 2021-22 which is entirely erroneous. The premium of Rs.330/- has been recovered from the Insured's bank account on 26.05.2021 and subsequently it was refunded by the Insurer on 16.08.2021 after the death of the insured Person. Though strictly, the policy should not have been renewed at this stage, the reason for repudiation mentioned in the repudiation letter is not tenable. Multiple Deficiencies of service have been observed by the Forum on the part of the Respondent Insurer in the instant case. Hence, the Forum directs the RI to pay the Sum Assured of Rs.200000/- subject to recovery of premium already refunded. The said complaint is ALLOWED.

AWARD NO:IO/BNG/A/LI/0025/2023-2024 **INSURANCE OMBUDSMAN**

Date:02/May/2023 **Bengaluru**

COMPLAINT REF: NO: NOI-L-033-2324-0015

Brief Facts of the Case:

The subject policy 'PNB MetLife- POS Suraksha' was issued to the Insured Krishana Agarwal on 24.01.2022 for a period of 15 years and the premium paying term was 10 years wherein a premium amount of Rs.63,014/- was payable annually. The sum insured in the policy is Rs.20,00,000/- and the maturity benefit is '100% of total premiums paid'.

She expired on 17.06.2022 due to heart attack, i.e. within 5 months of policy issuance, at home and a death claim was lodged with the Insurance Company for reimbursement. The claim was investigated by the Insurance Company and based on the findings, the same was repudiated vide letter dtd. 23.12.2022, on grounds of misrepresentation of facts. Insured was holding life insurance policies (for SA 10 lakhs in Jan. 2021 & 50 lakhs in Feb. 2021) with other insurance companies as well which was not disclosed in the proposal form, in the relevant specific section. The Insured also did not disclose her medical condition at the proposal stage, as she was suffering from stomach cancer and was under treatment in Moradabad and Delhi, as mentioned in the Insurer's SCN. Therefore, premium amount of Rs.63,014/- was refunded to the complainant vide UTR no. CITIN22383980467 and the claim was repudiated.

Contention of the complainant:

The complainant states that his wife had purchased the subject policy from the respondent Insurance Company in Jan. 2022. She expired on 17.06.2022 due to heart attack. Accordingly, he had submitted the death claim under the policy for reimbursement. After some time, the Insurance Company's investigator visited his residence and collected the KYC documents and other related documents pertaining to the claim. After the investigation, the Insurance Company refunded the premium amount and repudiated the claim on grounds of non-disclosure of material facts. He has, therefore, approached this forum for settlement of his claim

Contention of the Respondent:

The Insurance Company, vide their SCN dtd. 09.05.2023, has highlighted the following points:

- The Insured Late Krishana Agarwal, wife of the complainant, after completely understanding the terms and conditions of the subject policy, had voluntarily applied for it by filling up the proposal form dtd. 14.01.2022 and agreed to pay an annual premium of Rs.63,014/- annually for basic sum assured of Rs.20,00,000/- for a period of 10 years. The policy term is 15 years.

- On receipt of the duly signed and completed proposal form along with the initial premium amount, the same was evaluated and processed on the basis of information provided and the subject policy was issued to the Insured.

- The Insured was aged 52 years and was a medical store owner with an annual income of Rs.4,00,000/-, as declared in the proposal form, as per SCN.

- She expired on 17.06.2022 due to heart attack, at home and nothing adverse was found. Thereafter, a death claim was intimated to the Insurance Company which was investigated by them.

- As mentioned in the SCN, the following observations were made during investigation :

i) Early death claim- The claim occurred within 5 months of policy issuance.

ii) The complainant (Insured's spouse) is the nominee in the policy.

iii) The policy was issued w.e.f 24.01.2022 and the Insured expired on 17.06.2022. The death claim was intimated to the Insurance Company, by the complainant, on 09.11.2022 along with duly attested documents with death certificate and claim form.

iv) Insured was a housewife with no income. She was suffering from stomach cancer and was under treatment in Moradabad & Delhi.

v) Enquiry was done in local hospitals, clinics and other govt. hospitals but no records were found.

vi) After checking the IIB data, it was found that the Insured was holding two other life insurance policies with other insurance companies wherein the sum assured was 50 lakhs (Feb. 2021) & 10 lakhs (Jan. 2021).

- The death claim was repudiated on the ground that Insured had not disclosed any facts related to the existing life insurance policies, in the specific section in the proposal form.

mentioned in the policy condition. During hearing the representative of the RIC also ruled out the possibility of suicide or self injury. This has been confirmed in Police Final Report dt. 06.02.2019.

In view of the above contentions of both parties and the documents submitted by them, following facts are observed:

i. The cause of death is due to injury sustained from "fall down from roof". Post Mortem Report dt 02.02.2018 of the dead body of DLA confirms that the cause of death is injury which comes under definition of Accident mentioned in the policy Condition.

ii. In the policy Bond the Company has mentioned SA for RIBR as Rs. 450000 where as during balance period, as per payment schedule submitted by the representative of RIC the company would pay only 80% of that SA, during pending of policy Term. The representative of RIC failed to explain about balance payment 20% of RIBR.

Hence following is the order:

AWARD

Taking into account the facts & circumstances of the case and the submissions made by both parties during the course of hearing,

a. **Respondent Insurance Company is directed to pay the ADB RIDER CLAIM along with interest from the date of submission of Claim to the date of actual payment at the interest rate prescribed by IRDAI.**

b. **Respondent Insurance Company is directed to pay balance part of RIBR SA on the date of maturity of the policy, after payment of regular instalments of 10% RIBR S.A.**

The complaint is hereby disposed off.

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

It is particularly informed that in case the award is not agreeable to the complainant, it would be open for him/her, if he/she so decides to move any other Forum/Court as he/she may consider appropriate under the Laws of the Land against the Respondent Insurer.

Dated at Patna on 05th May, 2023.

INSURANCE OMBUDSMAN
FOR THE STATE OF BIHAR & JHARKHAND

Copy to: 1) Complainant
2) Company.

द्वितीय तल, उत्तरी भाग, ललित भवन, बेली रोड, पटना-800001 (बिहार), फोन : 0612-2547068, ई-मेल : bimalokpal.patna@cioins.co.in
2nd Floor, North Wing, Lalit Bhawan, Bailey Road, Patna-800001 (Bihar), Ph.: 0612-2547068, E-mail : bimalokpal.patna@cioins.co.in

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN,Patna
(States of Bihar and Jharkhand)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : MS. SUSMITA MUKHERJEE
CASE OF COMPLAINANT - Amarjeet Kumar
VS
RESPONDENT: LIC of India
COMPLAINT REF: NO: PAT-L-029-2324-0114
AWARD NO:IO/PAT/R/LI/0002/2023-2024

<table>
<tr><td>1.</td><td>Name & Address Of The Complainant</td><td>Amarjeet Kumar
S/o Late Ram Babu Choudhary Vill : Kurtha, PO: Fatuha
PS: Khusrupur</td></tr>
<tr><td>2.</td><td colspan="2">Type Of Policy: Life
Policy Details:
<table>
<tr><th>Policy Number</th><th>Sum Assured</th><th>From Date</th><th>To Date</th><th>DOC</th><th>Premium</th><th>Policy Term</th><th>Paying Term</th></tr>
<tr><td>849570384</td><td>0</td><td></td><td></td><td></td><td>0</td><td></td><td></td></tr>
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<tr><td>3.</td><td>Name of insured</td><td>Amarjeet Kumar</td></tr>
<tr><td>4.</td><td>Name of the insurer/broker</td><td>LIC of India</td></tr>
<tr><td>5.</td><td>Date of receipt of the Complaint</td><td>05-May-2023</td></tr>
<tr><td>6.</td><td>Nature of Complaint</td><td>Rejection of claim due to delayed submission</td></tr>
<tr><td>7.</td><td>Amount of Claim</td><td>0.00</td></tr>
<tr><td>8.</td><td>Date of Partial Settlement</td><td></td></tr>
<tr><td>9.</td><td>Amount of relief sought</td><td>300000</td></tr>
<tr><td>10.</td><td>Complaint registered under Insurance Ombudsman Rules 2017</td><td>Rule 13(1)(b) — any partial or total repudiation of claims by an insurer</td></tr>
<tr><td>11.</td><td>Date of hearing
Place of hearing</td><td></td></tr>
<tr><td>12.</td><td>Representation at the hearing</td><td></td></tr>
<tr><td></td><td>a)For the Complainant</td><td></td></tr>
<tr><td></td><td>b)For the Insurer</td><td></td></tr>
<tr><td>13.</td><td>Complaint how disposed</td><td>Award</td></tr>
</table>

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN,Ahmedabad
(State of Gujarat and Union Territories of Dadra and Nagar Haveli and Daman and Diu.)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : Shri C. Vikas Rao
CASE OF COMPLAINANT - SURESHJI D THAKOR
VS
RESPONDENT: LIC of India
COMPLAINT REF: NO: AHD-L-029-2324-0010
AWARD NO:IO/AHD/A/LI/0011/2023-2024

<table>
<tr><td>1.</td><td>Name & Address Of The Complainant</td><td>SURESHJI D THAKOR
THAKOR VAS, AT POST SANGANPUR</td></tr>
<tr><td>2.</td><td colspan="2">Type Of Policy: Life
Policy Details:
<table>
<tr><th>Policy Number</th><th>Sum Assured</th><th>From Date</th><th>To Date</th><th>DOC</th><th>Premium</th><th>Policy Term</th><th>Paying Term</th></tr>
<tr><td>929058541</td><td>150000</td><td></td><td></td><td>28-Jun-2021</td><td>0</td><td></td><td></td></tr>
</table></td></tr>
<tr><td>3.</td><td>Name of insured</td><td>SURESHJI D THAKOR</td></tr>
<tr><td>4.</td><td>Name of the insurer/broker</td><td>LIC of India</td></tr>
<tr><td>5.</td><td>Date of receipt of the Complaint</td><td>10-Apr-2023</td></tr>
<tr><td>6.</td><td>Nature of Complaint</td><td>REPUDIATION OF THE DEATH CLAIM</td></tr>
<tr><td>7.</td><td>Amount of Claim</td><td>147110.42</td></tr>
<tr><td>8.</td><td>Date of Partial Settlement</td><td></td></tr>
<tr><td>9.</td><td>Amount of relief sought</td><td>0</td></tr>
<tr><td>10.</td><td>Complaint registered under Insurance Ombudsman Rules 2017</td><td>Rule 13(1)(b) — any partial or total repudiation of claims by an insurer</td></tr>
<tr><td>11.</td><td>Date of hearing
Place of hearing</td><td>11-May-2023
Ahmedabad</td></tr>
<tr><td>12.</td><td>Representation at the hearing</td><td></td></tr>
<tr><td></td><td>a)For the Complainant</td><td>Mr. Sureshbhai D Thakor</td></tr>
<tr><td></td><td>b)For the Insurer</td><td>Mr. L P RAJGURU</td></tr>
<tr><td>13.</td><td>Complaint how disposed</td><td>AWARD</td></tr>
</table>

COMPLAINT REF: NO: AHD-L-029-2324-0010

Brief Facts of the Case:

The Complainant's brother was sold LIC Life Insurance Policy No.929058541 by LIC of India Mehsana Branch office under Gandhinagar DO for Sum assured of Rs. 150000/-. The Policy was accepted at Ordinary Rate plus Accident Benefit after satisfactory submission of Proposal form, and necessary KYC by Life Assured and Moral Hazard Report by Agent.The Life Assured Mr. Dhiraji Dungarji Thakor died due to Cardiac Arrest on 05.07.2022. The Death Claim was lodged by the Complainant which was repudiated by the Respondent Insurer stating that Life Assured was handicapped in both legs since birth as he had polio since Childhood. This suppression of material facts, which have had a bearing on the granting of Risk was clearly done with intent to mislead the Insurer. Aggrieved by the same, the Complainant approached this Forum for redressal of his grievance.

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Contention of the complainant:

The Complainant submitted that his claim was repudiated by the Respondent Insurer on the wrong grounds. He submitted that his brother had not suppressed any material facts about his status of Health intentionally. He urged the Forum to help him in getting his claim.

Contention of the Respondent:

The Representative of the Respondent Insurer Shri L P Rajguru stated during the Online Hearing that Life Assured was handicapped by both legs since birth as he had polio since childhood. He also submitted a copy of Handicapped Identity Card No. 03/001/0103/003642/06 issued by Social Security Department of Gujarat state authorizing free travel in State Transport Buses. The Deformity mentioned in the card is 40%. Therefore it is a clear case of suppression of material facts. Hence the Claim was repudiated and all the money received by Corporation under the policy stand forfeited. He further submitted that the Complainant had represented against Repudiation to LIC's Zonal Office and the Zonal office also upheld the repudiation of decision taken by the Divisional Office. In view of the same, he prayed before the Forum to dismiss the case without any relief to the Complainant.

Observation and conclusions:

Based upon the submissions made by both the parties during the course of Online Hearing and the documents submitted on record, it is observed that:

1) The Death claim was lodged by the Complainant which was repudiated by the Respondent Insurer stating that Life Assured was handicapped by both legs since birth as he had polio since childhood. This suppression of material facts, which have had a bearing on the granting of Risk was clearly done with intent to mislead the Insurer.

2) Respondent Insurer submitted a copy of Handicapped Identity Card No. 03/001/0103/003642/06 issued by Social Security Department of Gujarat state authorizing free travel in State Transport Buses. The Deformity mentioned in the card is 40%.

3) Complainant submitted that his brother had not suppressed any material facts about his status of Health intentionally.

4) In view of non-declaring the disability in proposal form by the Life assured which is a clear breach of Utmost Good Faith. It is a settled proposition that a Contract of Insurance is a Contract of Utmost Good Faith- " Uberrima Fides" entered between the parties. This means that both parties to an Insurance Contract must deal in goodfaith making a full declaration of all material Facts in the Insurance Contract. In current case, there is a breach of such faith. Therefore the Insurance Company is well within its Lawful right to deny the Claim payable to the Insured on the ground of non disclosure of material facts in the Proposal Form.

In view of the forgoing facts, the decision of the Respondent Insurance Company to repudiate the Claim is in line with the Section 45 of the Insurance Act 1938 of the Policy. Hence the Complaint is not admissible.

AWARD

COMPLAINT REF: NO: AHD-L-029-2324-0010

AWARD NO:IO/AHD/A/LI/0011/2023-2024

INSURANCE OMBUDSMAN Ahmedabad

Date:15/May/2023

In view of the a fore said facts and submission made during the course of Online Hearing, the decision of the Respondent Insurance Company to repudiate the Claim is in order and the Complaint is dismissed without any relief to the Complainant.

If the decision of the Forum is not acceptable to the Complainant, he/she is at liberty to approach any other Forum/Court as per law of the land against the Respondent Insurer, as may be deemed fit.

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN,Ahmedabad
(State of Gujarat and Union Territories of Dadra and Nagar Haveli and Daman and Diu.)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : Shri C. Vikas Rao
CASE OF COMPLAINANT - SURESHJI D THAKOR
VS
RESPONDENT: LIC of India
COMPLAINT REF: NO: AHD-L-029-2324-0011
AWARD NO:IO/AHD/A/LI/0012/2023-2024

<table>
<tr><td>1.</td><td>Name & Address Of The Complainant</td><td>SURESHJI D THAKOR
THAKOR VAS, AT POST SANGANPUR</td></tr>
<tr><td>2.</td><td colspan="2">Type Of Policy: Life
Policy Details:
<table>
<tr><th>Policy Number</th><th>Sum Assured</th><th>From Date</th><th>To Date</th><th>DOC</th><th>Premium</th><th>Policy Term</th><th>Paying Term</th></tr>
<tr><td>932931577</td><td>75000</td><td></td><td></td><td>04-Jan-2022</td><td>0</td><td></td><td></td></tr>
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<tr><td>3.</td><td>Name of insured</td><td>SURESHJI D THAKOR</td></tr>
<tr><td>4.</td><td>Name of the insurer/broker</td><td>LIC of India</td></tr>
<tr><td>5.</td><td>Date of receipt of the Complaint</td><td>10-Apr-2023</td></tr>
<tr><td>6.</td><td>Nature of Complaint</td><td>Repudiation of the Claim</td></tr>
<tr><td>7.</td><td>Amount of Claim</td><td>75000.00</td></tr>
<tr><td>8.</td><td>Date of Partial Settlement</td><td></td></tr>
<tr><td>9.</td><td>Amount of relief sought</td><td>0</td></tr>
<tr><td>10.</td><td>Complaint registered under Insurance Ombudsman Rules 2017</td><td>Rule 13(1)(b) — any partial or total repudiation of claims by an insurer</td></tr>
<tr><td>11.</td><td>Date of hearing
Place of hearing</td><td>11-May-2023
Ahmedabad</td></tr>
<tr><td>12.</td><td>Representation at the hearing</td><td></td></tr>
<tr><td></td><td>a)For the Complainant</td><td>Mr. Sureshbhai D Thakor</td></tr>
<tr><td></td><td>b)For the Insurer</td><td>Mr. L P Rajguru</td></tr>
<tr><td>13.</td><td>Complaint how disposed</td><td>AWARD</td></tr>
</table>

Brief Facts of the Case:

The Complainant's brother was sold LIC Life Insurance Policy No.932931577 by LIC of India Mehsana Branch office under Gandhinagar DO for Sum assured of Rs. 75000/-. The Policy was accepted at Ordinary Rate plus Accident Benefit after satisfactory submission of Proposal form, and necessary KYC by Life Assured and Moral Hazard Report by Agent. The Life Assured Mr. Dhiraji Dungarji Thakor died due to Cardiac Arrest on 05.07.2022. The Death Claim was lodged by the Complainant which was repudiated by the Respondent Insurer stating that Life Assured was handicapped by both legs since birth as he had Polio in Childhood. This suppression of material facts, which have a bearing on the granting of risk, was clearly done with intent to mislead the Insurer. Aggrieved by the same, the Complainant approached this Forum for redressal of his grievance.

Contention of the complainant:

The Complainant submitted that his claim was repudiated by the Respondent Insurer on the wrong grounds. He submitted that his brother had not suppressed any material facts about his status of Health intentionally. He urged the Forum to help him in getting his claim.

Contention of the Respondent:

The Representative of the Respondent Insurer Shri L P Rajguru stated during the Online Hearing that Life Assured was handicapped by both legs since birth as he had Polio in childhood. He also submitted a copy of Handicapped Identity Card No. 03/001/0103/003642/06 issued by Social Security Department of Gujarat state authorizing free travel in State Transport Buses. The Deformitymentioned in the card is 40%. Therefore it is a clear case of suppression of material facts. Hence the Claim was repudiated and all the money received by Corporation under the policy stand forfeited. He further submitted that the Complainant had represented against Repudiation to LIC's Zonal Office and the Zonal office also upheld the repudiation of decision taken by the Divisional Office. In view of the same, he prayed before the Forum to dismiss the case without any relief to the Complainant.

Observation and conclusions:

Based upon the submissions made by both the parties during the course of Online Hearing and the documents submitted on record, it is observed that:

1) The Death claim was lodged by the Complainant which was repudiated by the Respondent Insurer stating that Life Assured was handicapped by both legs since birth as he had polio in childhood. This suppression of material facts, which have a bearing on the granting of Risk was clearly done with intent to mislead the Insurer.

2) Respondent Insurer submitted a copy of Handicapped Identity Card No. 03/001/0103/003642/06 issued by Social Security Department of Gujarat state authorizing free travel in State Transport Buses. The Deformity mentioned in the card is 40%.

3) Complainant submitted that his brother had not suppressed any material facts about his status of Health intentionally.

4) In view of non-declaring the disability in proposal form by the Life assured which is a clear breach of Utmost Good Faith. It is a settled proposition that a Contract of Insurance is a Contract of Utmost Good Faith-" Uberrima Fides" entered between the parties. This means that both parties to an Insurance Contract must deal in good faith making a full declaration of all material Facts in the Insurance Contract. In current case, there is a breach of such faith. Therefore the Insurance Company is well within its Lawful right to deny the Claim payable to the Insured on the ground of non disclosure of material facts in the Proposal Form.

AWARD

COMPLAINT REF: NO: AHD-L-029-2324-0012

In view of the aforesaid facts and submission made during the course of Online Hearing, the decision of the Respondent Insurance Company to repudiate the Claim is in order and the Complaint is dismissed without any relief to the Complainant.

If the decision of the Forum is not acceptable to the Complainant, he/she is at liberty to approach any other Forum/Court as per law of the land against the Respondent Insurer, as may be deemed fit.

AWARD NO:IO/AHD/A/LI/0013/2023-2024 **INSURANCE OMBUDSMAN**
Date:15/May/2023 **Ahmedabad**

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN,Ahmedabad
(State of Gujarat and Union Territories of Dadra and Nagar Haveli and Daman and Diu.)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : Shri C. Vikas Rao
CASE OF COMPLAINANT - SURESHJI D THAKOR
VS
RESPONDENT: LIC of India
COMPLAINT REF: NO: AHD-L-029-2324-0013
AWARD NO:IO/AHD/A/LI/0014/2023-2024

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<tr><td>1.</td><td>Name & Address Of The Complainant</td><td>SURESHJI D THAKOR
THAKOR VAS, AT POST SANGANPUR</td></tr>
<tr><td>2.</td><td colspan="2">Type Of Policy: Life
Policy Details:
<table>
<tr><th>Policy Number</th><th>Sum Assured</th><th>From Date</th><th>To Date</th><th>DOC</th><th>Premium</th><th>Policy Term</th><th>Paying Term</th></tr>
<tr><td>929058546</td><td>175000</td><td></td><td></td><td>28-Jun-2021</td><td>0</td><td></td><td></td></tr>
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<tr><td>3.</td><td>Name of insured</td><td>SURESHJI D THAKOR</td></tr>
<tr><td>4.</td><td>Name of the insurer/broker</td><td>LIC of India</td></tr>
<tr><td>5.</td><td>Date of receipt of the Complaint</td><td>10-Apr-2023</td></tr>
<tr><td>6.</td><td>Nature of Complaint</td><td>Repudiation of the Claim</td></tr>
<tr><td>7.</td><td>Amount of Claim</td><td>229622.98</td></tr>
<tr><td>8.</td><td>Date of Partial Settlement</td><td></td></tr>
<tr><td>9.</td><td>Amount of relief sought</td><td>0</td></tr>
<tr><td>10.</td><td>Complaint registered under Insurance Ombudsman Rules 2017</td><td>Rule 13(1)(b) — any partial or total repudiation of claims by an insurer</td></tr>
<tr><td>11.</td><td>Date of hearing
Place of hearing</td><td>11-May-2023
Ahmedabad</td></tr>
<tr><td>12.</td><td>Representation at the hearing</td><td></td></tr>
<tr><td></td><td>a)For the Complainant</td><td>Mr. Sureshbhai D Thakor</td></tr>
<tr><td></td><td>b)For the Insurer</td><td>Mr. L P Rajguru</td></tr>
<tr><td>13.</td><td>Complaint how disposed</td><td>AWARD</td></tr>
</table>

Brief Facts of the Case:

The Complainant's brother was sold LIC Life Insurance Policy No.929058546 by LIC of India Mehsana Branch office under Gandhinagar DO for Sum assured of Rs. 175000/- The Policy was acceptedat Ordinary Rate plus Accident Benefit after satisfactory submission of Proposal form, and necessary KYC by Life Assured and Moral Hazard Report by Agent. The Life Assured Mr. Dhiraji Dungarji Thakor died due to Cardiac Arrest on 05.07.2022. The Death Claim was lodged by the Complainant which was repudiated by the Respondent Insurer stating that Life Assured was handicapped by both legs since birth as he had Polio in Childhood. This suppression of material facts, which have a bearing on the granting of risk, was clearly done with intent to mislead the Insurer. Aggrieved by the same, the Complainant approached this Forum for redressal of his grievance.

Contention of the complainant:

The Complainant submitted that his claim was repudiated by the Respondent Insurer on the wrong grounds. He submitted that his brother had not suppressed any material facts about his status of Health intentionally. He urged the Forum to help him in getting his Claim.

Contention of the Respondent:

The Representative of the Respondent Insurer Shri L P Rajguru stated during the Online Hearing that Life Assured was handicapped by both legs in birth as he had Polio since childhood. He also submitted a copy of Handicapped Identity Card No. 03/001/0103/003642/06 issued by Social Security Department of Gujarat state authorizing free travel in State Transport Buses. The Deformity mentioned in the card is 40%. Therefore it is a clear case of suppression of material facts. Hence the Claim was repudiated and all the money received by Corporation under the policy stand forfeited. He further submitted that the Complainant had represented against Repudiation to LIC's Zonal Office and the Zonal office also upheld the repudiation of decision taken by the Divisional Office. In view of the same, he prayed before the Forum to dismiss the case without any relief to the Complainant.

Observation and conclusions:

Based upon the submissions made by both the parties during the course of Online Hearing and the documents submitted on record, it is observed that:

1) The Death claim was lodged by the Complainant which was repudiated by the Respondent Insurer stating that Life Assured was handicapped by both legs in birth as he had polio in childhood. This suppression of material facts, which have a bearing on the granting of Risk was clearly done with intent to mislead the Insurer.

2) Respondent Insurer submitted a copy of Handicapped Identity Card No. 03/001/0103/003642/06 issued by Social Security Department of Gujarat state authorizing free travel in StateTransport Buses. The Deformity mentioned in the card is 40%.

3) Complainant submitted that his brother had not suppressed any material facts about his status of Health intentionally.

4) In view of non-declaring the disability in proposal form by the Life assured which is a clear breach of Utmost Good Faith. It is a settled proposition that a Contract of Insurance is a Contract of Utmost Good Faith-" Uberrima Fides" entered between the parties. This means that both parties to an Insurance Contract must deal in good faith making a full declaration of all material Facts in the Insurance Contract. In current case, there is a breach of such faith. Therefore the Insurance Company is well within its Lawful right to deny the Claim payable to the Insured on the ground of non disclosure of

material facts in the Proposal Form.

In view of the forgoing facts, the decision of the Respondent Insurance Company to repudiate the Claim under the Policy is in line with the Section 45 of the Insurance Act 1938 . Hence the Complaint is not admissible.

AWARD

COMPLAINT REF: NO: AHD-L-029-2324-0013

In view of the aforesaid facts and submission made during the course of Online Hearing, the decision of the Respondent Insurance Company to repudiate the Claim is in order and the Complaint is dismissed without any relief to the Complainant.

If the decision of the Forum is not acceptable to the Complainant, he/she is at liberty to approach any other Forum/Court as per law of the land against the Respondent Insurer, as may be deemed fit.

AWARD NO:IO/AHD/A/LI/0014/2023-2024 **INSURANCE OMBUDSMAN**
Date:15/May/2023 **Ahmedabad**

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN,Ahmedabad
(State of Gujarat and Union Territories of Dadra and Nagar Haveli and Daman and Diu.)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : C. VIKAS RAO
CASE OF COMPLAINANT - SURESHJI D THAKOR
VS
RESPONDENT: LIC of India
COMPLAINT REF: NO: AHD-L-029-2324-0014
AWARD NO:IO/AHD/A/LI/0015/2023-2024

<table>
<tr><td>1.</td><td>Name & Address Of The Complainant</td><td>SURESHJI D THAKOR
THAKOR VAS, AT POST SANGANPUR</td></tr>
<tr><td>2.</td><td colspan="2">Type Of Policy: Life
Policy Details:
<table>
<tr><th>Policy Number</th><th>Sum Assured</th><th>From Date</th><th>To Date</th><th>DOC</th><th>Premium</th><th>Policy Term</th><th>Paying Term</th></tr>
<tr><td>929058547</td><td>150000</td><td></td><td></td><td>28-Jun-2021</td><td>0</td><td></td><td></td></tr>
</table></td></tr>
<tr><td>3.</td><td>Name of insured</td><td>SURESHJI D THAKOR</td></tr>
<tr><td>4.</td><td>Name of the insurer/broker</td><td>LIC of India</td></tr>
<tr><td>5.</td><td>Date of receipt of the Complaint</td><td>10-Apr-2023</td></tr>
<tr><td>6.</td><td>Nature of Complaint</td><td>Repudiation of the Claim</td></tr>
<tr><td>7.</td><td>Amount of Claim</td><td>196820.44</td></tr>
<tr><td>8.</td><td>Date of Partial Settlement</td><td></td></tr>
<tr><td>9.</td><td>Amount of relief sought</td><td>0</td></tr>
<tr><td>10.</td><td>Complaint registered under Insurance Ombudsman Rules 2017</td><td>Rule 13(1)(b) — any partial or total repudiation of claims by an insurer</td></tr>
<tr><td>11.</td><td>Date of hearing
Place of hearing</td><td>11-May-2023
Ahmedabad</td></tr>
<tr><td>12.</td><td>Representation at the hearing</td><td></td></tr>
<tr><td></td><td>a)For the Complainant</td><td>Mr. Sureshbhai D Thakor</td></tr>
<tr><td></td><td>b)For the Insurer</td><td>Mr. L P Rajguru</td></tr>
<tr><td>13.</td><td>Complaint how disposed</td><td>AWARD</td></tr>
</table>

Brief Facts of the Case:

Contention of the complainant:

Contention of the Respondent:

Observation and conclusions:

3)

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* " / , 9! 3

AWARD

COMPLAINT REF: NO: AHD-L-029-2324-0014

In view of the aforesaid facts and submission made during the course of Online Hearing, the decision of the Respondent Insurance Company to repudiate the Claim is in order and the Complaint is dismissed without any relief to the Complainant.

If the decision of the Forum is not acceptable to the Complainant, he/she is at liberty to approach any other Forum/Court as per law of the land against the Respondent Insurer, as may be deemed fit.

AWARD NO:IO/AHD/A/LI/0015/2023-2024 **INSURANCE OMBUDSMAN**
Date:15/May/2023 **Ahmedabad**

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN,Ahmedabad
(State of Gujarat and Union Territories of Dadra and Nagar Haveli and Daman and Diu.)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : C. VIKAS RAO
CASE OF COMPLAINANT - SURESHJI D THAKOR
VS
RESPONDENT: LIC of India
COMPLAINT REF: NO: AHD-L-029-2324-0015
AWARD NO:IO/AHD/A/LI/0016/2023-2024

<table>
<tr><td>1.</td><td>Name & Address Of The Complainant</td><td>SURESHJI D THAKOR
THAKOR VAS, AT POST SANGANPUR</td></tr>
<tr><td>2.</td><td colspan="2">Type Of Policy: Life
Policy Details:
<table>
<tr><th>Policy Number</th><th>Sum Assured</th><th>From Date</th><th>To Date</th><th>DOC</th><th>Premium</th><th>Policy Term</th><th>Paying Term</th></tr>
<tr><td>932931576</td><td>110000</td><td></td><td></td><td>04-Jan-2022</td><td>0</td><td></td><td></td></tr>
</table></td></tr>
<tr><td>3.</td><td>Name of insured</td><td>SURESHJI D THAKOR</td></tr>
<tr><td>4.</td><td>Name of the insurer/broker</td><td>LIC of India</td></tr>
<tr><td>5.</td><td>Date of receipt of the Complaint</td><td>10-Apr-2023</td></tr>
<tr><td>6.</td><td>Nature of Complaint</td><td>Repudiation of the Claim</td></tr>
<tr><td>7.</td><td>Amount of Claim</td><td>142560.00</td></tr>
<tr><td>8.</td><td>Date of Partial Settlement</td><td></td></tr>
<tr><td>9.</td><td>Amount of relief sought</td><td>0</td></tr>
<tr><td>10.</td><td>Complaint registered under Insurance Ombudsman Rules 2017</td><td>Rule 13(1)(b) — any partial or total repudiation of claims by an insurer</td></tr>
<tr><td>11.</td><td>Date of hearing
Place of hearing</td><td>11-May-2023
Ahmedabad</td></tr>
<tr><td>12.</td><td>Representation at the hearing</td><td></td></tr>
<tr><td></td><td>a)For the Complainant</td><td>Mr. Sureshbhai D Thakor</td></tr>
<tr><td></td><td>b)For the Insurer</td><td>Mr. L P Rajguru</td></tr>
<tr><td>13.</td><td>Complaint how disposed</td><td>AWARD</td></tr>
</table>

Brief Facts of the Case:

The Complainant's brother was sold LIC Life Insurance Policy No.932931576 by LIC of India Mehsana Branch office under Gandhinagar DO for Sum assured of Rs. 110000/-.The Policy was acceptedat Ordinary Rate plus Accident Benefit after satisfactory submission of Proposal form, and necessary KYC by Life Assured and Moral Hazard Report by Agent. The Life Assured Mr. Dhiraji Dungarji Thakor died due to Cardiac Arrest on 05.07.2022. The Death Claim was lodged by the Complainant which was repudiated by the Respondent Insurer stating that Life Assured was handicapped by both legs since birth as he had Polio in Childhood. This suppression of material facts, which have a bearing on the granting of risk, was clearly done with intent to mislead the Insurer. Aggrieved by the same, the Complainant approached this Forum for redressal of his grievance.

Contention of the complainant:

The Complainant submitted that his claim was repudiated by the Respondent Insurer on the wrong grounds. He submitted that his brother had not suppressed any material facts about his status of Health intentionally. He urged the Forum to help him in getting his Claim.

Contention of the Respondent:

The Representative of the Respondent Insurer Shri L P Rajguru stated during the Online Hearing that Life Assured was handicapped by both legs since birth as he had Polio since childhood. He also submitted a copy of Handicapped Identity Card No. 03/001/0103/003642/06 issued by Social Security Department of Gujarat state authorizing free travel in State Transport Buses. The Deformity mentioned in the card is 40%. Therefore it is a clear case of suppression of material facts. Hence the Claim was repudiated and all the money received by Corporation under the policy stand forfeited. He further submitted that the Complainant had represented against Repudiation to LIC's Zonal Office and the Zonal office also upheld the repudiation of decision taken by the Divisional Office. In view of the same, he prayed before the Forum to dismiss the case without any relief to the Complainant.

Observation and conclusions:

Based upon the submissions made by both the parties during the course of Online Hearing and the documents submitted on record, it is observed that:

1) The Death claim was lodged by the Complainant which was repudiated by the Respondent Insurer stating that Life Assured was handicapped by both legs since birth as he had polio in childhood. This suppression of material facts, which have had a bearing on the granting of Risk was clearly done with intent to mislead the Insurer.

2) Respondent Insurer submitted a copy of Handicapped Identity Card No. 03/001/0103/003642/06 issued by Social Security Department of Gujarat state authorizing free travel in StateTransport Buses. The Deformity mentioned in the card is 40%.

3) Complainant submitted that his brother had not suppressed any material facts about his status of Health intentionally.

4) In view of non-declaring the disability in proposal form by the Life assured which is a clear breach of Utmost Good Faith. It is a settled proposition that a Contract of Insurance is a Contract of Utmost Good Faith-" Uberrima Fides" entered between the parties. This means that both parties to an Insurance

Contract must deal in good faith making a full declaration of all material Facts in the Insurance Contract. In current case, there is a breach of such faith. Therefore the Insurance Company is well within its Lawful right to deny the Claim payable to the Insured on the ground of non disclosure of material facts in the Proposal Form.

In view of the forgoing facts, the decision of the Respondent Insurance Company to repudiate the Claim under the Policy is in line with the Section 45 of the Insurance Act 1938. Hence the Complaint is not admissible.

AWARD

COMPLAINT REF: NO: AHD-L-029-2324-0015

In view of the aforesaid facts and submission made during the course of Online Hearing, the decision of the Respondent Insurance Company to repudiate the Claim is in order and the Complaint is dismissed without any relief to the Complainant.

If the decision of the Forum is not acceptable to the Complainant, he/she is at liberty to approach any other Forum/Court as per law of the land against the Respondent Insurer, as may be deemed fit.

AWARD NO:IO/AHD/A/LI/0016/2023-2024 **INSURANCE OMBUDSMAN**
Date:15/May/2023 **Ahmedabad**

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN,Bhopal
(State of Madhya Pradesh & Chattisgarh)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : RAVINDRA MOHAN SINGH
CASE OF COMPLAINANT - Sanjeev Singh Ahirwar
VS
RESPONDENT: HDFC Life Insurance Co. Ltd.
COMPLAINT REF: NO: BHP-L-019-2223-1441
AWARD NO:IO/BHP/A/LI/0032/2023-2024

<table>
<tr><td>1.</td><td>Name & Address Of The Complainant</td><td>Sanjeev Singh Ahirwar
Gram-Sankla, Post-Deepna Kheda, Sironj</td></tr>
<tr><td>2.</td><td colspan="2">Type Of Policy: Life
Policy Details:
<table>
<tr><th>Policy Number</th><th>Sum Assured</th><th>From Date</th><th>To Date</th><th>DOC</th><th>Premium</th><th>Policy Term</th><th>Paying Term</th></tr>
<tr><td>PP000110</td><td>0</td><td></td><td></td><td></td><td>0</td><td></td><td></td></tr>
</table></td></tr>
<tr><td>3.</td><td>Name of insured</td><td>Veer Singh Ahirwar</td></tr>
<tr><td>4.</td><td>Name of the insurer/broker</td><td>HDFC Life Insurance Co. Ltd.</td></tr>
<tr><td>5.</td><td>Date of receipt of the Complaint</td><td>17-Mar-2023</td></tr>
<tr><td>6.</td><td>Nature of Complaint</td><td>Non payment of death claim</td></tr>
<tr><td>7.</td><td>Amount of Claim</td><td>0.00</td></tr>
<tr><td>8.</td><td>Date of Partial Settlement</td><td></td></tr>
<tr><td>9.</td><td>Amount of relief sought</td><td>0</td></tr>
<tr><td>10.</td><td>Complaint registered under Insurance Ombudsman Rules 2017</td><td>Rule 13(1)(b) — any partial or total repudiation of claims by an insurer</td></tr>
<tr><td>11.</td><td>Date of hearing
Place of hearing</td><td></td></tr>
<tr><td>12.</td><td>Representation at the hearing</td><td></td></tr>
<tr><td></td><td>a)For the Complainant</td><td>Mr Sanjeev Singh Ahirwar over WebEx App</td></tr>
<tr><td></td><td>b)For the Insurer</td><td>Mr Gurpreet Singh, Senior Manager Legal over WebEx App</td></tr>
<tr><td>13.</td><td>Complaint how disposed</td><td>Dismissed</td></tr>
</table>

COMPLAINT REF: NO: BHP-L-019-2223-1441

Brief Facts of the Case:

The complainant has stated that home loan was taken from Bandhan Bank, Branch Vidisha against which insurance was in the name of his father was taken from respondent company.

Contention of the complainant:

His father died on 05.05.2020 after which he had intimated for payment of death claim and the result of death claim has not come as per the insurance and they are not satisfied with it, therefore he has requested to the forum for payment of death claim.

Contention of the Respondent:

The respondent in their SCN have stated that deceased life assured Mr Veer Singh Ahirwar had availed HDFC Life Group Credit Protect Plus Policy No.PPxx0110 with risk commencement date of 20.11.2019 for sum assured of Rs.10,00,000/- on crystal clear terms and conditions of the said policy. It is apparent from the policy document containing the proposal form duly filled by deceased life assured at the time of availing the policy that life assured had full knowledge of the terms of the policy. After availing the aforesaid policy, life assured died on 05.05.2020 i.e. after a period of 5 months 17 days from the date of issuance of the policy. Subsequently the complainant lodged the 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 disease prior to issuance of policy and the same was not disclosed at the time of policy purchase. Respondent Company has attached medical documents – 1) Gram Panchayat, Jagdhar letter dated 07.08.2020 was suffering from serious disease since 18 months and LA died during treatment at Bhopal. 2) Rajashri Nursing Home OPD paper dated 21.11.2019 … taking anti tuberculosis treatment. 3) CECT Chest dated 28.11.2019, Impression shows right upper lobe consolidation 4) Lung Care Centre OPD consultation paper dated 15.12.2019 ..c/o SOB, cough with expectoration. 5) CT chest dated 29.11.2019 – Adverse change in Rt Lung. Notes dated26.11.2019 – Chronic Bronchitis, RUL collapse, Anasarca, ? CLD 6) Discharge summary dated 01.12.2019(26.11.-01.12.2019) – Ca Lung C/o cough with expectoration and shortness of breath x 1.5 months, consultation note dated 21.11.2019. Advised Sputum for AFB, RNTCP card shows (att IR doc (2) pdf, pg 14/20). In the light of the above facts and irrefutable evidence we hold that we were provided with false and inaccurate answers at the time of proposal, hence the contract is void abinitio. We had communicated the repudiation of death claim lodged by the complainant on the ground of non disclosure of correct health details at the time of policy issuance vide our letter dated 08.03.2021. It is pertinent to mention that LA had opted decreasing cover option and on the date of death of LA sum assured decreased to Rs.9,81,842/- as per policy terms and conditions. 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 Uberrima Fides. i.e. utmost good faith, where the insured discloses all the material facts and issues to the insurance company at the time of proposal. In view of aforementioned facts and circumstances of the case the claim under the complaint under reply is illegal and unjust, thus rejected.

Observation and conclusions:

During hearing the complainant submitted that his father had taken home loan from Bandhan Bank and above insurance policy from respondent company against that loan. He submitted that his father died on05.05.2020 and death claim lodged by him has been rejected by respondent company. He therefore appealed to this forum for payment of death claim of his father.

On their turn respondent company submitted that policy No. PPxx0110was issued to Mr Veer Singh Ahirwar with risk commencement date of 20.11.2019for a sum assured of Rs.10 lacs. He further submitted that company was in receipt of death claim informing the death of Life assured on 05.05.2020 i.e. after a period of 5 months and 18 days from the date of issuance of policy. As it was an early death claim, the case was investigated and it was observed that life assured had not disclosed his correct health details at the time of policy issuance. Investigation revealed that life assured was suffering from serious disease prior to issuance of policy and the same was not disclosed at the time of policy purchase. Company had sufficient proof in support of their statement and submitted treatment papers -1) Gram Panchayat, Jagdhar letter dated 07.08.2020 was suffering from serious disease since 18months and LA died during treatment at Bhopal. As per medical documents of Rajashri Nursing Home OPD paper dated21.11.2019 complainant has been taking anti tuberculosis treatment. Further Discharge summary dated 01.12.2019 (26.11.-01.12.2019) of Hamidia Hospital Bhopal shows diagnosis as Ca Lung C/o cough with expectoration and shortness of breath x 1.5months, consultation note dated 21.11.2019. He submitted that the claim was therefore repudiated due to existence of pre-existing disease prior to inception of policy.

I have heard both the parties and carefully gone through the documents available in the file. It is observed from the medical documents submitted by the Company that DLA was suffering from pre existing disease prior to taking the policy as per the medical documents of Rajashri Nursing Home OPD paper dated 21.11.2019 for taking anti tuberculosis treatment. Further Discharge paper dated 01.12.2019 of Hamidia Hospital, Bhopal reveal that the case summary as patient came with c/o cough with expectoration and shortness of breath for 1.5 months which indicate that the complainant was suffering from the disease prior to inception of policy. Hence the repudiation of death claim by respondent company is justified and is as per terms and conditions of the policy. In view of foregoing, the complaint is liable to be dismissed.

AWARD

COMPLAINT REF: NO: BHP-L-019-2223-1441

The complaint filed by Mr Sanjeev Singh Ahirwar stands dismissed herewith.

AWARD NO:IO/BHP/A/LI/0032/2023-2024 **INSURANCE OMBUDSMAN**
Date:04/May/2023 **Bhopal**

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN,Bhopal
(State of Madhya Pradesh & Chattisgarh)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : RAVINDRA MOHAN SINGH
CASE OF COMPLAINANT - Manjula Verma
VS
RESPONDENT: LIC of India
COMPLAINT REF: NO: BHP-L-029-2324-0019
AWARD NO:IO/BHP/A/LI/0043/2023-2024

<table>
<tr><td>1.</td><td>Name & Address Of The Complainant</td><td>Manjula Verma
W/o Ishwari Prasad Verma, Ward No.52, Near Bajrang Steel, Borsi</td></tr>
<tr><td>2.</td><td colspan="2">Type Of Policy: Life
Policy Details:
<table>
<tr><th>Policy Number</th><th>Sum Assured</th><th>From Date</th><th>To Date</th><th>DOC</th><th>Premium</th><th>Policy Term</th><th>Paying Term</th></tr>
<tr><td>388063549</td><td>0</td><td></td><td></td><td></td><td>0</td><td></td><td></td></tr>
</table></td></tr>
<tr><td>3.</td><td>Name of insured</td><td>Sheshank Kumar Verma</td></tr>
<tr><td>4.</td><td>Name of the insurer/broker</td><td>LIC of India</td></tr>
<tr><td>5.</td><td>Date of receipt of the Complaint</td><td>14-Mar-2023</td></tr>
<tr><td>6.</td><td>Nature of Complaint</td><td>Non payment of death claim</td></tr>
<tr><td>7.</td><td>Amount of Claim</td><td>0.00</td></tr>
<tr><td>8.</td><td>Date of Partial Settlement</td><td></td></tr>
<tr><td>9.</td><td>Amount of relief sought</td><td>0</td></tr>
<tr><td>10.</td><td>Complaint registered under Insurance Ombudsman Rules 2017</td><td>Rule 13(1)(b) — any partial or total repudiation of claims by an insurer</td></tr>
<tr><td>11.</td><td>Date of hearing
Place of hearing</td><td>12-May-2023
Bhopal</td></tr>
<tr><td>12.</td><td>Representation at the hearing</td><td></td></tr>
<tr><td></td><td>a)For the Complainant</td><td>Mrs Manjula Verma and Mr Ishwari Prasad Verma, Husband of complainant over WebEx App</td></tr>
<tr><td></td><td>b)For the Insurer</td><td>Mr Sudhir Mulatkar, Manager CRM over WebEx App</td></tr>
<tr><td>13.</td><td>Complaint how disposed</td><td>Dismissed</td></tr>
</table>

COMPLAINT REF: NO: BHP-L-029-2324-0019

Brief Facts of the Case:

The complainant has stated that Policy was taken by her son from LIC on31.03.2017 whose DOC was 25.04.2016 for SA 15 Lakhs under Plan & Term815-35-35 (Jeevan Anand Yojna), Mode - Mly (Nach). Life Assured died on05.05.2022 due to suicide and since suicide clause was operative due to revival of policy hence death claim was repudiated by the LIC.

Contention of the complainant:

Premiums of above policy were paid from 31.03.2017 to 25.09.2021, hence policy had completed for 4 years 5 Months 4 days from date of Risk. Under the above policy, the instalments from the month 09-2021 to the month 02-2022 were paid on 19-02-2022 on line for 6 instalments. As per statements Policy was in force up to 03.2022 therefore as per above facts he has requested to the forum for payment of death claim sympathetically.

Contention of the Respondent:

The respondent in their SCN have stated that it is an early death claim as LA died within 3 years from date of Revival. The duration of policy is 2 months and 16days from date of Revival and cause of death is suicide. Hence suicide clause is operative from date of payment of premium after grace period (Revivial19.09.2022) (Premium paid due 09.2021 to 02.2022) in above case, so the claim was rejected by the competent authority and amount which higher of 80% of the premium, if any) or the surrender value shall be payable. The branch has paid an amount of Rs.204355/- on 22.09.2022 as paid up value and refund of premium from 09.2021.

Observation and conclusions:

During hearing the complainant submitted that his son had taken above policy from respondent company and every month premium payment was made through deduction from Bank Account. He further stated that due to some reasons premium payment could not be made for 3-4months in between and later on he made those payments online. He stated that his son died on 05.05.2022 and they had completed all formalities and submitted necessary documents for death claim. He stated that Company had paid them full death benefit and had transferred an amount of Rs.2,04,000/-. He therefore appealed to this forum for redressal of his grievance.

On their turn respondent company submitted that policy No.38xxx3549 was issued to DLA on 31.03.2017. He further submitted that an early death claim was received from the complainant as LA died by committing suicide within 3 months from the date of revival and hence suicide clause is operative. He further stated that monthly premiums due under the policy for the period September, 2021 to February, 2022 were not paid by the life assured and later he had made payment of these six instalments together on19.02.2022 i.e. after days of grace. Asper policy terms and conditions, the claim was therefore rejected and an amount which is higher of 80% of premiums paid till date of death (excluding taxes, extra premium and rider premium, if any) amounting to Rs.2,04,355/- was paid to complainant on 22.09.2022.

I have heard both the parties and carefully gone through the documents available on the file. It is observed that the DLA had died by committing suicide on 05.05.2022 and prior to this he had not paid monthly premiums due under the policy from September, 2021 to February 2022 and later remitted all these six instalments together on 19.02.2022. As Life assured died by committing suicide on05.05.2022, i.e. within one year of revival of policy on 19.02.2022, suicide clause of policy terms and conditions become operative and hence the repudiation of claim by respondent company is justified and is in order. In view of foregoing, complaint is liable to be dismissed.

AWARD

COMPLAINT REF: NO: BHP-L-029-2324-0019

The complaint filed by Mrs. Manjula Verma stands dismissed herewith.

AWARD NO:IO/BHP/A/LI/0043/2023-2024 **INSURANCE OMBUDSMAN**
Date:12/May/2023 **Bhopal**

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN,Bhopal
(State of Madhya Pradesh & Chattisgarh)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : RAVINDRA MOHAN SINGH
CASE OF COMPLAINANT - Ravindra Kaur
VS
RESPONDENT: Max Life insurance Co. Ltd.
COMPLAINT REF: NO: BHP-L-032-2223-1364
AWARD NO:IO/BHP/A/LI/0042/2023-2024

<table>
<tr><td>1.</td><td>Name & Address Of The Complainant</td><td>Ravindra Kaur
680, Panchwati Colony Dewas Naka, A.B. Road</td></tr>
<tr><td>2.</td><td colspan="2">Type Of Policy: Life
Policy Details:
<table>
<tr><th>Policy Number</th><th>Sum Assured</th><th>From Date</th><th>To Date</th><th>DOC</th><th>Premium</th><th>Policy Term</th><th>Paying Term</th></tr>
<tr><td>505458273</td><td>0</td><td></td><td></td><td></td><td>0</td><td></td><td></td></tr>
</table></td></tr>
<tr><td>3.</td><td>Name of insured</td><td>Jaspal Singh Shekhon</td></tr>
<tr><td>4.</td><td>Name of the insurer/broker</td><td>Max Life insurance Co. Ltd.</td></tr>
<tr><td>5.</td><td>Date of receipt of the Complaint</td><td>21-Feb-2023</td></tr>
<tr><td>6.</td><td>Nature of Complaint</td><td>Rejection of death claim</td></tr>
<tr><td>7.</td><td>Amount of Claim</td><td>0.00</td></tr>
<tr><td>8.</td><td>Date of Partial Settlement</td><td></td></tr>
<tr><td>9.</td><td>Amount of relief sought</td><td>0</td></tr>
<tr><td>10.</td><td>Complaint registered under Insurance Ombudsman Rules 2017</td><td>Rule 13(1)(b) — any partial or total repudiation of claims by an insurer</td></tr>
<tr><td>11.</td><td>Date of hearing
Place of hearing</td><td>12-May-2023
Bhopal</td></tr>
<tr><td>12.</td><td>Representation at the hearing</td><td></td></tr>
<tr><td></td><td>a)For the Complainant</td><td>Mrs Ravindra Kaur & Mr Sardar Jora Singh Sekhon, Husband of the complainant over whatsapp video cal</td></tr>
<tr><td></td><td>b)For the Insurer</td><td>Mr Surya Berry, Manager Legal over whatsapp video call on his mobile</td></tr>
<tr><td>13.</td><td>Complaint how disposed</td><td>Dismissed</td></tr>
</table>

COMPLAINT REF: NO: BHP-L-032-2223-1364

Brief Facts of the Case:

The complainant has stated that she had applied for death claim of her son Mr Jaspal Singh Shekhon under above policy, but respondent company refused the claim and she got letter from company along with premium cheque of Axis Bank for an amount of Rs.31,000.52. In that letter she was told that premium was not paid from 27.04.2020.Her son was not able to pay at that time but he wanted to pay his premiums regularly. So he contacted Max Head Office for Special Revival Scheme in March 2021 as his intent is clear to pay, continue the policy.

Contention of the complainant:

At this stage consent of respondent company provide him confirmation of special revival scheme to pay premium amount of Rs.30,764/- on his mobile. Then he arranged funds and put the cheque for above policy premium amount of Rs.31,000/- on 01.05.2022 in Axis Bank drop box. Due to Covid guidelines protocol, all offices were locked down. After 1 day, her son fell ill and he did RTPCR check and found positive for Covid 19 and after day he was admitted in Hospital and very next day he expired due to Corona. This is the duration in which his presented cheque got cleared and company sent him health declaration link on his mobile but due to demise same day he was not able to do that. In the rejection letter amount of Rs.31,000.52 refunded is this same amount deposited by her son for his renewal. She further stated that she and her husband suffered from Covid in December, 2021 and after that she suffered paralysis attack. She has therefore appealed to this forum for payment of death claim of her son.

Contention of the Respondent:

The respondent in their SCN have stated that above policy was issued Mr Jaspal Sekhon for a Sum assured of Rs.7,73,188/-against annual mode of premium payment of Rs.52,599.98/- and that two instalments of premium have been received under the policy. Policy was issued on 30.04.2018 and LA died on 05.05.2021. On bare perusal of the contents of the complaint without prejudice and without going into the merits of the case prima facie, it appears that complainant has approached this Forum for redressal of her complaint, wherein she has alleged that son of the complainant was the holder of policy since 30.04.2018. LA expired on 05.05.2021 and as such on04.12.2021, death claim intimation from complainant was received at the end of respondent. Case was enquired and it was found that since the policy was lapsed since 27.04.2020 claim was not admitted and a letter dated 11.12.2021 was served by respondent. Present complaint is not maintainable because the complaint is not substantiated from the facts of the case as the present complaint appears to be false and concoted on the basis of allegations made in the complaint. The present case has no base at all as the policy, being lapsed since 27.04.2020, no claim whatsoever can be entertained as per the terms of the policy. Complainant was sent premium renewal reminders repeatedly on 28.03.2020,05.05.2020. Since premium was not paid, policy lapsed on expiry of grace periodw.e.f.27.04.2020 which had been communicated to LA vide policy lapse intimation letter dated 26.06.2020 and the complainant was further given a last chance to reinstate his policy by paying up the premium immediately. Despite repeated reminders, the complainant failed to pay the premium and as a result policy lapsed. LA was not covered on death and hence claim was not admitted.

Observation and conclusions:

During hearing the complainant submitted that his son had on receipt of consent of respondent company in March2021 to revive the policy under special revival scheme by paying Rs.30,764/-under Semi annual mode over his mobile had made payment of Rs.30,764/- by putting cheque in Drop Box of Axis Bank on 01.05.2021. He further stated after that his son died due to Covid on 05.05.2022. Thereafter he had lodged death claim with the respondent company but the same was rejected by the company and they had refunded an amount of Rs.31,000.52 deposited by the policyholder for renewal. He therefore appealed to this forum for complete policy benefits under the policy.

On their turn respondent company submitted that policy No.50xxx8273 was issued to complainant on 27.04.2018against payment of yearly premium of Rs.52,599.98. He further stated that DLA had paid two instalments under the policy only and hence the policy was in lapsed condition since 27.04.2020. He further stated that company had sent premium renewal reminders repeatedly on 28.03.2020, 05.05.2020. Since premium was not paid, policy lapsed on expiry of grace period w.e.f.27.04.2020 and the same was communicated to LA vide policy lapse intimation letter dated 26.06.2020 and the complainant was further given a last chance to reinstate his policy by paying up the premium immediately along with Health Declaration Form and Medicals. Despite repeated reminders, the complainant failed to pay the premium and as a result policy lapsed. LA was not covered on death and hence claim was not admitted.

I have heard both the parties and carefully gone through the documents available on the file. It is observed that the policy was in lapsed condition since 27.04.2020 and respondent company had sent renewal premium intimation letters on 28.03.2020, 05.05.2020 and policy lapse intimation letter dated 26.06.2020 to complainant. It is also seen that inspite of policy lapse intimation letter dated 26.06.2020, complainant had remained silent and had not made premium payment until March, 2021 when he received a confirmation message on life assured's mobile to pay Rs.31,000.52 to revive the policy under Special Revival Scheme.2021. It is pertinent to mention here that if life assured had any true intentions to revive the policy he could have revived the policy much before01.05.2022 when he put the cheque in drop box of Axis Bank. Meanwhile, Life assured had tested positive for Covid just a day after and had expired before he could even fill in and submit the Health Declaration form. The sequence of events indicate that the process of Special Revival Scheme could not be

completed as per the stipulated conditions of the policy. Hence the complaint is liable to be dismissed.

AWARD

COMPLAINT REF: NO: BHP-L-032-2223-1364

The complaint filed by Mrs. Ravindra Kaur stands dismissed herewith.

AWARD NO:IO/BHP/A/LI/0042/2023-2024 **INSURANCE OMBUDSMAN**
Date:12/May/2023 **Bhopal**

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN,Bhopal
(State of Madhya Pradesh & Chattisgarh)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : RAVINDRA MOHAN SINGH
CASE OF COMPLAINANT - Shehanaj Bee
VS
RESPONDENT: HDFC Life Insurance Co. Ltd.
COMPLAINT REF: NO: BHP-L-019-2223-1442
AWARD NO:IO/BHP/A/LI/0049/2023-2024

<table>
<tr><td>1.</td><td>Name & Address Of The Complainant</td><td>Shehanaj Bee
H.No-5, Vill-Ant B</td></tr>
<tr><td>2.</td><td colspan="2">Type Of Policy: Life
Policy Details:
<table>
<tr><th>Policy Number</th><th>Sum Assured</th><th>From Date</th><th>To Date</th><th>DOC</th><th>Premium</th><th>Policy Term</th><th>Paying Term</th></tr>
<tr><td>25358467</td><td>0</td><td></td><td></td><td></td><td>0</td><td></td><td></td></tr>
</table></td></tr>
<tr><td>3.</td><td>Name of insured</td><td>Haidar</td></tr>
<tr><td>4.</td><td>Name of the insurer/broker</td><td>HDFC Life Insurance Co. Ltd.</td></tr>
<tr><td>5.</td><td>Date of receipt of the Complaint</td><td>17-Mar-2023</td></tr>
<tr><td>6.</td><td>Nature of Complaint</td><td></td></tr>
<tr><td>7.</td><td>Amount of Claim</td><td>0.00</td></tr>
<tr><td>8.</td><td>Date of Partial Settlement</td><td></td></tr>
<tr><td>9.</td><td>Amount of relief sought</td><td>2508038</td></tr>
<tr><td>10.</td><td>Complaint registered under Insurance Ombudsman Rules 2017</td><td>Rule 13(1)(b) — any partial or total repudiation of claims by an insurer</td></tr>
<tr><td>11.</td><td>Date of hearing
Place of hearing</td><td>10-May-2023
Bhopal</td></tr>
<tr><td>12.</td><td>Representation at the hearing</td><td></td></tr>
<tr><td></td><td>a)For the Complainant</td><td>Mrs Shehnaz Bee and Mr Mobeen Patel, son of the complainant over WebEx App</td></tr>
<tr><td></td><td>b)For the Insurer</td><td>Ms Shailja Tewari, Associate Manager Legal over WebEx App</td></tr>
<tr><td>13.</td><td>Complaint how disposed</td><td>Dismissed</td></tr>
</table>

COMPLAINT REF: NO: BHP-L-019-2223-1442

Brief Facts of the Case:

The complainant has stated that her husband died on 25.11.2022 suddenly. After that she intimated to the HDFC for payment of death claim of Rs.25,08,038/-.

Contention of the complainant:

But Company repudiated the same death claim stating that Life Assured was having some more policies prior to taking policy which he had not disclosed. She has requested to the forum for payment of death claim for Rs.25,08,038/-.

Contention of the Respondent:

The respondent in their SCN have stated that deceased life assured, Mr Hedar had availed above policy with risk commencement date of10.10.2022 for SA of Rs.25,08,038/- on crystal clear terms and conditions of the said policy. Further it is apparent from the policy document containing the proposal form was duly signed and submitted by the deceased life assured at the time of availing the policy. After availing the said policy, Life Assured died on 25.11.2022 i.e. after a period of 1 month and10 days from the date of issuance to the Company. Subsequently the complainant lodged the death claim under the policy with us intimating the death of life assured. On investigation it was observed that life assured had other insurance policies withdrawn prior to above policy. Policy No.D6xx9657 of ICICI Pru Life Insurance Co. proposal dated 30.09.2022 for SA of Rs.6.5 lacs shows policy status as withdrawn. Vide mail dated 17.04.2022 ICICI Pru Life Insurance had confirmed that policy No.D6xx9657 was withdrawn / not taken up by LA. In the light of above facts and irrefutable evidence we hold that we were provided with false and inaccurate answers at the time of proposal. Hence the contract is void ab initio. We had communicated the repudiation of death claim lodged by the complainant on the ground of non disclosure of other insurance company policy withdrawn prior to HDFC life policy vide our letter dated 02.03.2023. Further payment ofRs.50,000/- has been credited to complainant account on 28.02.2022 vide UTRNo.N059232349278400. It is pertinent to note that this is an early nondisclosure of correct details matter i.e. prior to the elapse of statutory 3year period from the risk commencement date as stated under Section 45.Therefore this matter has to be decided strictly upon the dictum of Uberrima Fides .

Observation and conclusions:

During hearing the complainant submitted that her husband had taken above policy from respondent company and that he died on25.11.2022 due to heart attack. She stated that thereafter she had lodged death claim of her husband with the company and the same has been rejected by company on the ground that her husband had not disclosed details of other insurance policies in the application. She further stated that her husband did not have any other policy. She therefore appealed to this forum for redressal of her grievance.

On their turn respondent company submitted that policy No.25xx8467was issued to complainant on 17.10.2022. She stated that the company received death claim from the complainant informing that life assured had died on25.11.2022 i.e. within a period of one month and ten days. She stated that as it was an early death claim, the case was investigated and during investigation, it was found that complainant had Policy No.D6xx9657 of ICICI Pru Life Insurance Co. She also stated that ICICI Pru Life Insurance CO. vide mail dated 17.04.2022 have also confirmed that policy No.D6xx9657 through proposal dated 30.09.2022 was withdrawn / not taken by LA. She submitted that this vital information was not disclosed by complainant in the proposal form. Hence company had creditedRs.50,000/- to the complainant account on 28.02.2022.

I have heard both the parties and carefully gone through the documents available on the file. It is observed that the complainant has not disclosed vital information related to his other insurance policies in the proposal form, on the basis of which underwriting is done by the company and policy is issued. Hence the repudiation of death claim by respondent company is justified and is as per terms and conditions of the policy. In view of foregoing, complaint is liable to be dismissed.

AWARD

COMPLAINT REF: NO: BHP-L-019-2223-1442

The complaint filed by Mrs. Shahnaz Bee stands dismissed herewith.

AWARD NO:IO/BHP/A/LI/0049/2023-2024 **INSURANCE OMBUDSMAN**
Date:18/May/2023 **Bhopal**

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN,Bhopal
(State of Madhya Pradesh & Chattisgarh)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : RAVINDRA MOHAN SINGH
CASE OF COMPLAINANT - Deepali Tarafdar
VS
RESPONDENT: Future Generali India Life Ins. Co. Ltd.
COMPLAINT REF: NO: BHP-L-017-2324-0037
AWARD NO:IO/BHP/A/LI/0051/2023-2024

<table>
<tr><td>1.</td><td>Name & Address Of The Complainant</td><td>Deepali Tarafdar
W/O Late Shri Pawan Tarafdaar Ward No. 15, Rampur Baghelan Dist- Satna</td></tr>
<tr><td>2.</td><td colspan="2">Type Of Policy: Life
Policy Details:
<table>
<tr><th>Policy Number</th><th>Sum Assured</th><th>From Date</th><th>To Date</th><th>DOC</th><th>Premium</th><th>Policy Term</th><th>Paying Term</th></tr>
<tr><td>C0005502/ML000006</td><td>0</td><td></td><td></td><td></td><td>0</td><td></td><td></td></tr>
</table></td></tr>
<tr><td>3.</td><td>Name of insured</td><td>Pawan Tarafdar</td></tr>
<tr><td>4.</td><td>Name of the insurer/broker</td><td>Future Generali India Life Ins. Co. Ltd.</td></tr>
<tr><td>5.</td><td>Date of receipt of the Complaint</td><td>06-Apr-2023</td></tr>
<tr><td>6.</td><td>Nature of Complaint</td><td>Rejection of death claim</td></tr>
<tr><td>7.</td><td>Amount of Claim</td><td>0.00</td></tr>
<tr><td>8.</td><td>Date of Partial Settlement</td><td></td></tr>
<tr><td>9.</td><td>Amount of relief sought</td><td>2150000</td></tr>
<tr><td>10.</td><td>Complaint registered under Insurance Ombudsman Rules 2017</td><td>Rule 13(1)(b) — any partial or total repudiation of claims by an insurer</td></tr>
<tr><td>11.</td><td>Date of hearing
Place of hearing</td><td>18-May-2023
Bhopal</td></tr>
<tr><td>12.</td><td>Representation at the hearing</td><td></td></tr>
<tr><td></td><td>a)For the Complainant</td><td>Mrs Deepali Tarafdar over WebEx App</td></tr>
<tr><td></td><td>b)For the Insurer</td><td>Mr Ankur Dixit, Deputy Manager Legal & Compliance over WebEx App</td></tr>
<tr><td>13.</td><td>Complaint how disposed</td><td>Dismissed</td></tr>
</table>

COMPLAINT REF: NO: BHP-L-017-2324-0037

Brief Facts of the Case:

The complainant has stated that Mr.Pawan Tarfdar, her husband died of a sudden heart attack on 02.06.2022 in the house of the applicant.. Her husband late Mr. Pawan Tarfdar had taken a loan ofRs.21,50,000/- from AU Small Finance Bank Limited on 30.09.2019 to expand his pharmacy business, the instalments of which were given by her husband continuously till his death. At the time of grant of loan by AU Small Finance Bank Limited, insurance company had insured her husband's life through insurance policy on 30.09.2019. As per the policy, if he dies due to accident or illness, the Sum Assured of Rs.21,50,000/- will be given to his heir/nominee.

Contention of the complainant:

Her husband had never had any disease before or during the time of insurance. He was completely healthy and never used any intoxicant or smoker. He died of a sudden heart attack at home on 02.06.2022. The intention of giving Affidavit was that he died of heart attack (disease) and not that he was ill. There is no evidence that her husband had any disease before 2019, yet without any reason, death claim has been rejected by the insurance company, as per company's letter dated 15.11.2022 which was received by her on 28.11.2022. After this, she sent a registered letter to the Review Committee Future Generali India Life Insurance Company Limited, Mumbai for reconsideration of the application, on 19.12.2022, after receiving the letter from them; the review application was cancelled by them also on 24.01.2023 that's why this application is being presented before forum for consideration of death claim sympathetically

Contention of the Respondent:

The respondent in their SCN have statedthat the Deceased Life Assured has been a Chronic Alcoholic, Chronic Smoker and was also consuming Tobacco on daily basis. Further he was diagnosed with Polycythemia Vera and was taking treatment for the same for 5 years. The Deceased Life Assured had misconstrued information in his application for Insurance on the basis of which the policy was issued to the policyholder/Deceased Life Assured for SA 21,50,000/- with Premium Amount Rs.23,391/-.It is pertinent to note that the Deceased Life Assured had been seriously ill prior to issuance of the policy and had been taking treatment for the same from the hospitals of a) Liver & Gastro Hospital, Jabalpur b) Midas Multi specialty Hospital, Nagpur.The Deceased Life Assured was diagnosed with Polycythemia Vera since 5- 6 years and was continuously taking treatment for the same. Further he was a Chronic Alcoholic since 15-20 years, Chain Smoker with daily intake of 10- 12 cigarettes a day and was also taking tobacco at least 8 to 10 times a day. The Deceased Policy Holder has misrepresented facts related to his health in the proposal form with the intention to defraud the insurance company of its money. The Life Assured had died on20.06.2022 as per the Death Certificate submitted by the Claimant along with the Claim Intimation Form dated 27.06.2022. The policy holder's death was informed to the Company through the Death Claim Intimation letter dated 27.06.2022. After which the Company through its investigating agency, conducted investigation to determine the legitimacy of the claim. The Agency thereby submitted the Investigation report on 28.07.2022.The report has clearly stated that the Policyholder had misrepresented, fabricated and concealed material facts related to his Age to deceive the Company. The Company has rightly repudiated the Claim and the Claims Review Committee has also supported the decision taken by the Insurance Company. At the time of issuance of the Policy, the Policy Holder has concealed material facts related to his Health and he was well aware of the product details.

Observation and conclusions:

During hearing the complainant submitted that her husband had taken above policy from respondent company to secure loan of Rs.21.50 lacs taken from AU Small Finance Bank Limited. She stated that her husband died all of a sudden at home on 02.06.2022. She then lodged the death claim with the respondent company and the same has been rejected by them stating that he was suffering from illness prior to commencement of policy. She submitted that the respondent company is telling lies and that her husband was perfectly alright and was not suffering from any disease. She therefore appealed to this forum for redressal of her grievance.

On their turn respondent company submitted that above policy was issued to DLA on 30.09.2019 for a sum assured of Rs.21.50 lacs against annual premium payment of Rs.23,391.14. He further stated that company received death claim intimation from complainant on 27.06.2022 informing death of life assured on 02.06.2022. Respondent company investigated the case and investigation revealed that life assured had been seriously ill prior to issuance of policy and had been taking treatment from Liver & Gastro Hospital, Jabalpur, Midas Multi Specialty Hospital, Nagpur. Respondent company also stated that as per Discharge Summary dated 24.05.2022 of Midas Multi Specialty Hospital, Nagpur it is mentioned under Patient History as K/C/o Polycythemia vera since 5-6 years, chronic alcoholicsince15-20 years, chronic smoker since 15-20 years, chronic tobacco chewer since 15-20 years. He further submitted that complainant had not disclosed these details in Section 6 – Medical Questionnaire and had replied No to all questions under that section which amounts to medical non disclosure and hence the claim has been rejected.

I have heard both the parties and carefully gone through the documents available in the file. It is observed that the respondent company has

submitted necessary documentary evidence to prove that life assured was suffering from K/C/o Polycythemia vera since 5-6 years, chronic alcoholic since 15-20 years, chronic smoker since 15-20 years, chronic tobacco chewer since 15-20 years and these vital medical information has not been shared by the life assured in the medical questionnaire in the proposal form. Hence the repudiation of claim by the respondent company is justified and is as per terms and conditions of the policy. In view of foregoing, complaint is liable to be dismissed.

AWARD

COMPLAINT REF: NO: BHP-L-017-2324-0037

The complaint filed by Mrs. Deepali Tarafdar stands dismissed herewith.

AWARD NO:IO/BHP/A/LI/0051/2023-2024 **INSURANCE OMBUDSMAN**
Date:19/May/2023 **Bhopal**

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN,Bhopal
(State of Madhya Pradesh & Chattisgarh)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : RAVINDRA MOHAN SINGH
CASE OF COMPLAINANT - Mamta Bai
VS
RESPONDENT: HDFC Life Insurance Co. Ltd.
COMPLAINT REF: NO: BHP-L-019-2223-1132
AWARD NO:IO/BHP/A/LI/0050/2023-2024

<table>
<tr><td>1.</td><td>Name & Address Of The Complainant</td><td>Mamta Bai
Mangal Nagar, Aagar Road</td></tr>
<tr><td>2.</td><td colspan="2">Type Of Policy: Life
Policy Details:
<table>
<tr><th>Policy Number</th><th>Sum Assured</th><th>From Date</th><th>To Date</th><th>DOC</th><th>Premium</th><th>Policy Term</th><th>Paying Term</th></tr>
<tr><td>24932674</td><td>0</td><td></td><td></td><td></td><td>0</td><td></td><td></td></tr>
</table></td></tr>
<tr><td>3.</td><td>Name of insured</td><td>Kailash Chandra</td></tr>
<tr><td>4.</td><td>Name of the insurer/broker</td><td>HDFC Life Insurance Co. Ltd.</td></tr>
<tr><td>5.</td><td>Date of receipt of the Complaint</td><td>05-Jan-2023</td></tr>
<tr><td>6.</td><td>Nature of Complaint</td><td>Non payment of death claim</td></tr>
<tr><td>7.</td><td>Amount of Claim</td><td>0.00</td></tr>
<tr><td>8.</td><td>Date of Partial Settlement</td><td></td></tr>
<tr><td>9.</td><td>Amount of relief sought</td><td>2629404</td></tr>
<tr><td>10.</td><td>Complaint registered under Insurance Ombudsman Rules 2017</td><td>Rule 13(1)(b) — any partial or total repudiation of claims by an insurer</td></tr>
<tr><td>11.</td><td>Date of hearing
Place of hearing</td><td>28-Apr-2023
Bhopal</td></tr>
<tr><td>12.</td><td>Representation at the hearing</td><td></td></tr>
<tr><td></td><td>a)For the Complainant</td><td>Mrs Mamta Bai in person at OIO Bhopal</td></tr>
<tr><td></td><td>b)For the Insurer</td><td>Mr Gurpreet Singh, Senior Manager, Legal in person at OIO, Bhopal</td></tr>
<tr><td>13.</td><td>Complaint how disposed</td><td>Allowed</td></tr>
</table>

COMPLAINT REF: NO: BHP-L-019-2223-1132

Brief Facts of the Case:

The complainant has stated that her husband was having above policy of respondent company under which she is nominee. Her husband died on 18.06.2022 suddenly. After intimating for payment of death claim, company rejected death claim stating that Life Assured had violated the fundamental principle of utmost good faith at the time of application prior to taking policy.

Contention of the complainant:

She has further stated that the statement given by the company is baseless. Hence she has requested to the forum for payment of death claim of Rs.26,29,404/-.

Contention of the Respondent:

The respondent in their SCN have stated thatafter going through the key benefits and terms of the product the Complainant chose to avail the subject policy of the Company on crystal clear terms and conditions of the said plan as envisaged in the policy application cum proposal form which was duly signed and submitted by the Complainant for availing the policy. Above policy No.24xx2674 was issued to life assured on 13.05.2022 for a Sum Assured of Rs,.26,29,404/- against payment of premium of Rs.76,164/-. At the outset, company has denied everything mentioned in the complaint. However, Company has decided to settle the death claim by paying the death benefits less premium refund already made (Rs.28,52,903/- less Rs.72,254/-) amounting toRs.27,80,349/- to complainant. Premium refund of Rs.72,254/- was made through NEFT on 28.11.2022 vide payment No.19xx9995.

Observation and conclusions:

The matter came up for hearing on 07.03.2023 and as there was some doubt in the identity of the person appearing as Mrs Mamta Bai, this forum decided to have in person hearing in the captioned matter and accordingly both the parties were directed to attend the hearing in person on28.04.2023.

As scheduled the matter was taken up for hearing in person on 28.04.2023 and the identity of the complainant was checked and found in order. During hearing the complainant submitted that her husband had taken above policy of respondent company. She submitted that her husband died on 18.06.2022 and the respondent company has rejected the death claim of her husband stating that life assured had violated the fundamental principle of utmost good faith at the time of application prior to taking the policy. She therefore appealed to this forum for redressal of her grievance.

On their turn respondent company also expressed their doubt and submitted that it has been noticed by them that the claimant's mobile number mentioned in the claim form belongs to Sunita Sisodiya as per Google Pay/ Paytm.

This forum therefore intervened at this juncture and in consultation with respondent company , it was decided to once again have a thorough investigation done of the case in order to clear all doubts and suspicions.

Respondent company vide their email dated 15.05.2023have submitted the fresh investigation report procured by the Risk Management& Control Unit of the Company. Further vide email dated 18.05.2023 they have informed that the Company is ready to settle the death claim by paying death benefits less premium refund already made Rs.28,52,903/- less Rs.72,254/-) amounting to Rs.27,80,349/- to complainant

I have heard both the parties and carefully gone through the documents available in the file. It is observed that the respondent company could not get any adverse findings in the fresh investigation report procured by the Risk Management& Control Unit of the Company. As Respondent company in their SCN dated 01.03.2023 and 18.05.2023 have informed that they are ready to settle the death claim by paying the death benefits less premium refund already made (Rs.28,52,903/- less Rs.72,254/-) amounting to Rs.27,80,349/- to complainant, complaint is liable to be allowed.

AWARD

COMPLAINT REF: NO: BHP-L-019-2223-1132

The complaint filed by Mrs Mamta Bai is allowed and respondent company is directed to settle the death claimby paying the death benefits less premium refund already made (Rs.28,52,903/- less Rs.72,254/-)amounting to Rs.27,80,349/- (Rupees Twenty Seven Lacs Eighty Thousand Three Hundred Forty Nine) to complainant within 30 days from the date of receipt of this Award.

AWARD NO:IO/BHP/A/LI/0050/2023-2024 **INSURANCE OMBUDSMAN**
Date:19/May/2023 **Bhopal**

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN,Bhopal
(State of Madhya Pradesh & Chattisgarh)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : RAVINDRA MOHAN SINGH
CASE OF COMPLAINANT - Sumitra Astaya
VS
RESPONDENT: PNB Metlife India Ins. Co. P. Ltd.
COMPLAINT REF: NO: BHP-L-033-2324-0035
AWARD NO:IO/BHP/A/LI/0052/2023-2024

<table>
<tr><td>1.</td><td>Name & Address Of The Complainant</td><td>Sumitra Astaya
Ward No.-14, Laxmibai Marg Sonkatch</td></tr>
<tr><td>2.</td><td colspan="2">Type Of Policy: Life
Policy Details:
<table>
<tr><th>Policy Number</th><th>Sum Assured</th><th>From Date</th><th>To Date</th><th>DOC</th><th>Premium</th><th>Policy Term</th><th>Paying Term</th></tr>
<tr><td>24208419</td><td>0</td><td></td><td></td><td></td><td>0</td><td></td><td></td></tr>
</table></td></tr>
<tr><td>3.</td><td>Name of insured</td><td>Ramesh Astaya</td></tr>
<tr><td>4.</td><td>Name of the insurer/broker</td><td>PNB Metlife India Ins. Co. P. Ltd.</td></tr>
<tr><td>5.</td><td>Date of receipt of the Complaint</td><td>10-Apr-2023</td></tr>
<tr><td>6.</td><td>Nature of Complaint</td><td>Rejection of death claim</td></tr>
<tr><td>7.</td><td>Amount of Claim</td><td>937500.00</td></tr>
<tr><td>8.</td><td>Date of Partial Settlement</td><td></td></tr>
<tr><td>9.</td><td>Amount of relief sought</td><td>937500</td></tr>
<tr><td>10.</td><td>Complaint registered under Insurance Ombudsman Rules 2017</td><td>Rule 13(1)(b) — any partial or total repudiation of claims by an insurer</td></tr>
<tr><td>11.</td><td>Date of hearing
Place of hearing</td><td>22-May-2023
Bhopal</td></tr>
<tr><td>12.</td><td>Representation at the hearing</td><td></td></tr>
<tr><td></td><td>a)For the Complainant</td><td>Mrs Sumitra Astaya and Mr Sachin Astaya, son of the complainant over whatsapp video call on her mobi</td></tr>
<tr><td></td><td>b)For the Insurer</td><td>Mr Arijit Basu, National Nodal Officer and Senior Manager Legal over whatsapp video call on his mob</td></tr>
<tr><td>13.</td><td>Complaint how disposed</td><td>Dismissed</td></tr>
</table>

COMPLAINT REF: NO: BHP-L-033-2324-0035

Brief Facts of the Case:

The complainant has stated that the company illegally repudiated the claim. Against their decision she approached the GRO of the company on 06.01.2023 and requested for claim reconsideration but they didn't reply to her.

Contention of the complainant:

She requested them to kindly share the ground and materials on which the decision is based or reconsideration the claim, but 2 months have passed and they didn't reply to her. Kindly look into the matter and provide justice.

Contention of the Respondent:

The respondent in their SCN have stated thatthe above said policy was obtained fraudulently by the Deceased Life Assured. He had not disclosed the medical condition at the time of obtaining the questioned policy (proposal stage). However the Company considered the case on humanitarian grounds and paid the amount of Rs. 62700/- vide UTRNCITIN22299444298 but the Complainant/Nominee was not satisfied with the same and approached the Hon'ble Ombudsman. It is submitted that Late Mr. RAMESHASTAYA (hereinafter referred to as Deceased Life Assured i.e., DLA) husband of the Complainant after completely understanding the terms and conditions of above-mentioned Insurance Policy and our Product "PNB MetLife Super Saver Plan" had voluntarily applied to get the said insurance policy by filling up the Proposal Form dated 21.02.2022 and offered to pay an annually premium of Rs.62,700/-with Premium Paying Term of 15 years and Policy Term of 20 years for proposed sum assured amounting to Rs.9,37,500/-. It is pertinent to mention that the DLA has not disclosed any fact related to his medical condition during the issuance of the policy at proposal stage. The Insurance company received death claim intimation on 29.04.2022 under subject policy informing that DLA died on 11.03.2022.The Complainant submitted duly attested documents along with death certificate and death claim form. Investigator did the investigation in this case and came to know that insured was suffering from tongue cancer from past around 2-3years and was under regular treatment but couldn't survive and expired on 11.03.2022at the residence. No any medical cause of death certificate is available. In the medical papers obtained during the residence visit it is mentioned that : On 24.06.2021 insured went to the Govt. Dental Hospital, Indore with the c/o Difficulty In Mobility of tongue since 4-5monthsh/o tobacco chewing 4-5 months and advised for biopsy. In the medical paper of MY hospital, Indore dated 31.08.2021 it is mentioned that insured's biopsy Tongue was done on 12.07.2021 at the Govt. Dental Hospital, Indore and diagnosed with Moderately Differentiated Squamous Cell Carcinoma and for the treatment of the same insured visited MY Hospital with the provisional diagnosis of Carcinoma Rt. Lateral Border of Tongue. In view of the above reasons Company sent decision letter on 30.06.2022 and the premium of Rs. 62,700/- was refunded to the complainant.

Observation and conclusions:

During hearing the complainant submitted that her husband had taken above policy from respondent company against the loan taken by him. He further submitted that at the time of taking the policy, company people had come to his house and the policy was issued thereafter. He stated that his father died on 11.03.2022 due to heart attack and he then submitted the death claim to the Company, which has been rejected by them stating that his father was suffering from diseases prior to taking the policy. He therefore appealed to this forum for redressal of his grievance.

On their turn respondent company submitted that policy No.24xx8419 was issued to life assured, Mr Ramesh Astaya on 23.02.2022 and that life assured had died on 11.03.2022. He submitted that as the policy has not run for three years, as per Sec 45 of the Insurance Act, the claim was investigated. Investigation revealed that life assured was taking treatment at Government Dental College and Hospital vide OPD treatment record dated24.06.2021 with complaints of difficulty in mobility in tongue since 4-5 months and was advised biopsy. Further as per biopsy report, life assured was diagnosed with moderately differentiated squamous cell carcinoma Rt. Lateral Border of Tongue. These facts were not disclosed by the life assured in the proposal form and he had replied No to all questions related to his health condition and the claim was therefore repudiated and the company refunded the premium amount of Rs.62,700/- to complainant.

I have heard both the parties and carefully gone through the documents available on the file. It is observed that the life assured was undergoing treatment for Tongue Cancer at M Y Hospital, Indore as per treatment papers dated 31.08.2021 wherein it is mentioned that insured biopsy tongue was done on 12.07.2021 at Govt Dental Hospital, Indore and diagnosed with Moderately Differentiated Squamous Cell Carcinoma for the treatment of the same insured visited MY Hospital with provisional diagnosis of Carcinoma Rt.Lateral Border of tongue. It is also seen that the life assured had not disclosed these vital medical information in the proposal form and hence the repudiation of claim by the respondent company is justified and as per terms and conditions of the policy. Hence the complaint is liable to be dismissed.

AWARD

COMPLAINT REF: NO: BHP-L-033-2324-0035

The complaint filed by Mrs. Sumitra Astaya stands dismissed herewith.

AWARD NO:IO/BHP/A/LI/0052/2023-2024 **INSURANCE OMBUDSMAN**
Date:23/May/2023 **Bhopal**

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN,Bhopal
(State of Madhya Pradesh & Chattisgarh)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : RAVINDRA MOHAN SINGH
CASE OF COMPLAINANT - Chanda Sunere
VS
RESPONDENT: Bajaj Allianz Life Insurance Co. Ltd.
COMPLAINT REF: NO: BHP-L-006-2223-1319
AWARD NO:IO/BHP/A/LI/0059/2023-2024

<table>
<tr><td>1.</td><td>Name & Address Of The Complainant</td><td>Chanda Sunere
Maulana Azad Marg, Malharganj, Maheshwar</td></tr>
<tr><td>2.</td><td colspan="2">Type Of Policy: Life
Policy Details:
<table>
<tr><th>Policy Number</th><th>Sum Assured</th><th>From Date</th><th>To Date</th><th>DOC</th><th>Premium</th><th>Policy Term</th><th>Paying Term</th></tr>
<tr><td>0517687687</td><td>0</td><td></td><td></td><td></td><td>0</td><td></td><td></td></tr>
</table></td></tr>
<tr><td>3.</td><td>Name of insured</td><td>Ravi Sunere</td></tr>
<tr><td>4.</td><td>Name of the insurer/broker</td><td>Bajaj Allianz Life Insurance Co. Ltd.</td></tr>
<tr><td>5.</td><td>Date of receipt of the Complaint</td><td>14-Feb-2023</td></tr>
<tr><td>6.</td><td>Nature of Complaint</td><td></td></tr>
<tr><td>7.</td><td>Amount of Claim</td><td>0.00</td></tr>
<tr><td>8.</td><td>Date of Partial Settlement</td><td></td></tr>
<tr><td>9.</td><td>Amount of relief sought</td><td>2584518</td></tr>
<tr><td>10.</td><td>Complaint registered under Insurance Ombudsman Rules 2017</td><td>Rule 13(1)(b) — any partial or total repudiation of claims by an insurer</td></tr>
<tr><td>11.</td><td>Date of hearing
Place of hearing</td><td>26-Apr-2023
Bhopal</td></tr>
<tr><td>12.</td><td>Representation at the hearing</td><td></td></tr>
<tr><td></td><td>a)For the Complainant</td><td>Mrs Chanda Sunere over WebEx App</td></tr>
<tr><td></td><td>b)For the Insurer</td><td>Mr Rahul Kumar, Zonal Manager Legal & Compliance over WebEx App</td></tr>
<tr><td>13.</td><td>Complaint how disposed</td><td>Dismissed</td></tr>
</table>

COMPLAINT REF: NO: BHP-L-006-2223-1319

Brief Facts of the Case:

The complainant has stated that her husband had taken above policy on 28.06.2022. Her husband died on 19.09.2022 suddenly due to heart pain. After that she intimated for payment of death claim on 06.12.2022 through mail ID along with all the original policy and other documents were sent through courier.

Contention of the complainant:

After that she received a letter from Company that policy had been cancelled on 25.12.2022 stating that Life Assured was not contactable. The decision taken by the company is not acceptable to her. She has requested to the forum for payment of death claim.

Contention of the Respondent:

The respondent in their SCN have stated that the Life Assured, after reading and understanding the contents digitally executed the proposal form after which policy No. 05xxxx7687 was issued in the name of Mr Ravi with policy Commencement date as28.06.2022 for a sum assured of Rs.8,61,506/- against annual Premium payment ofRs. 1,04,507/-. Within three months of the issuance of the policy, the Company received death claim intimation from the nominee of the Life Assured i.e. Chanda Bai Sunere who is the complainant in the present case. The complainant has stated in the said form that death of the Life Assured occurred on04.06.2021 (as mentioned in SCN) at home due to sudden heart attack. The Company investigated the matter by way of live verification to authenticate the death claim. During investigation, it was revealed that LA was not traceable/contactable. Initially the investigator made multiple phone-calls on the mobile number provided by the LA but there was no answer to the said calls. Subsequently, the investigator visited the address of the LA as mentioned in the KYC documents submitted during policy issuance whereby it was found out that the address was wrong as it was not traceable. The investigator met and checked with many people in the locality but neither the identity nor the address of the LA could be ascertained. So the investigator again made phone-calls on the mobile number of the LA but again there was no answer. Therefore the report was submitted with finding that existence of LA could not be confirmed. Based on the above findings the company took a decision to cancel the said policy from inception and to refund the premium amount and the same was duly intimated by way of a letter dated 25.12.2022. Premium amount ofRs.1,04,507/- (inclusive of all taxes) was initially refunded by way of Online Banking dated 31.12.2022, however, the said payout was rejected and fresh payout has been initiated by direct credit channel on 20.03.2023 whereby the refund amount will reflect in the customer's bank account in a few working days. Since the policy has been cancelled from inception and the premium amount has been refunded which will reflect in the customer's bank account in a few working days, the Company has no obligation to honour the death claim in this case as no such policy exists and also no contract remains between the parties in this case.

Observation and conclusions:

During hearing the complainant submitted that her husband died on 19.09.2022 and that she had filed claim on 06.12.2022 with the respondent company. She stated that later she was informed that the policy has been cancelled. She therefore appealed to this forum for payment of death claim of her husband.

On their turn respondent company submitted that the above policy was issued to DLA on 28.06.2022 for a death sum assured of Rs.25,84,518/- against annual premium payment of Rs.1,04,506.29. He further stated that company had received death claim intimation informing that life assured had died on 19.09.2022 i.e. within three months of issuance of policy. The claim was therefore investigated and during investigation LA was not contactable and when the investigator visited locally, the address was also not traceable. On the basis of investigation, as the person was not traceable, policy was cancelled from inception and premium was refunded through cheque. However the said payout was rejected and fresh payout was initiated by direct credit channel on 20.03.2023.

This forum intervened at this juncture and pointed out that Online Grievance Tracking Portal of company reveals that complaint No.105430349 was registered on 07.12.2022 and why there has been a delay of four months in responding to the complainant. Further on perusal of file, it is also observed that policy was issued to complainant on 28.06.2022, LA died on 19.09.2022, investigation was conducted by company on 12.11.2022, report submitted on 16.11.2022. Policy has been cancelled on 25.12.2022 citing reason as LA not contactable while death claim has already been received by the company on 06.12.2022. Further after cancellation of policy on 25.12.2022, a mail dated 22.03.2023 has been sent to complainant to submit a list of the necessary required documents. The respondent company was also directed to confirm the address where the policy was sent, where rejection letter was sent, and the address where investigator went. The case was adjourned for the day with the directions to the respondent company to call the investigator who did the investigation to appear in the next hearing scheduled on 10.04.2023.

The matter came up for hearing on 10.04.2023 and the respondent company confirmed that the policy bond and rejection letter were sent to Molana Ajad Marg, Malhargan Maheshwar, Khargone, Madhya Pradesh 451224 Contact No.6267321033. He further submitted that investigator was also given contact address as – Mr Ravi, R/o Molana Ajad Marg Malhargan Maheshwar, Khargone. The investigator, Mr

Deepak Yadav who carried out the investigation and Mr Dharmendra Vyas owner ofthe Investigating Agency were also present in the hearing. Mr Deepak Yadav confirmed that he contacted many people and spent an hour, but could not contact any such person. He however stated that no Flat No./House No. was given to him. The respondent company submitted that the company is in the process of filing a Police Complaint with SP, Khargone and shall produce a copy of the same to this office within a week.

RespondentCompany have since submitted a copy of the FIR lodged by them with SP,Khargone, Madhya Pradesh duly acknowledged by the Police Station wherein theyhave narrated the entire facts of the case. The Respondent company hasmentioned in the FIR that the life assured has taken the policy with theintention to defraud the company and take benefits out of it. It is alsopointed out in the FIR that the photograph of the life assured submitted at thetime of proposal does not match with the photograph submitted along with theKYC documents. Further the date of birth of life assured is mentioned as01.01.1980 and the date of birth of nominee as 01.01.1986 and it is generaltendency in all financial institutions to be of the opinion that KYC documentscontaining date of birth entered as 01.01.xxxx are created ones and not thereal ones. These actions of the life assured go to prove his wrong intention toget above policy by submitting false / created KYC documents and thereaftertake undue advantage out of the policy. Hence the company had also cancelledthe policy since inception and refunded the premium amount to the complainant.

I have heard both theparties and carefully gone through the documents available in the file. It is observed that life assured has diedwithin three months of inception of policy and the respondent company hasrightly conducted the investigation to find out the genuineness of the claim.However, in the process of investigation, the investigator could not contactthe life assured or the complainant and stated that the LA / address was notcontactable. As pointed out by respondentcompany it is observed that the photograph submitted by the complainant at thetime of proposal is very much different from the photos in the KYC documents,thereby creating doubts about impersonation of the life assured. It is also observed that the respondentcompany in line with its investigation report, suspecting misrepresentation andsuppression of facts and fraud has filed a proper FIR. In view of foregoing, I am of the consideredopinion that Company is justified in repudiating the claim on the grounds ofmis representation and suppression of facts. Hence, complaint is liable to be dismissed.

AWARD

COMPLAINT REF: NO: BHP-L-006-2223-1319

The complaint filed by Mrs. Chanda Sunere stands dismissed herewith.

AWARD NO:IO/BHP/A/LI/0059/2023-2024 **INSURANCE OMBUDSMAN**
Date:24/May/2023 **Bhopal**

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN,Bhubaneswar
(State of Odisha)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : Shri Manoj Parida,IAS(Rtd.)
CASE OF COMPLAINANT - SADYASNATA SENAPATI
VS
RESPONDENT: LIC of India
COMPLAINT REF: NO: BHU-L-029-2324-0038
AWARD NO:IO/BHU/A/LI/0017/2023-2024

<table>
<tr><td>1.</td><td>Name & Address Of The Complainant</td><td>SADYASNATA SENAPATI
W/O- LATE.SUKANTA SENAPATI AT - NANAPADA, PO/VIA-NIRAKARPUR</td></tr>
<tr><td>2.</td><td colspan="2">Type Of Policy: Life
Policy Details:
<table>
<tr><th>Policy Number</th><th>Sum Assured</th><th>From Date</th><th>To Date</th><th>DOC</th><th>Premium</th><th>Policy Term</th><th>Paying Term</th></tr>
<tr><td>857470566</td><td>1100000</td><td>22-Jan-2021</td><td>22-Jan-2042</td><td>22-Jan-2021</td><td>14987</td><td>21/QLY</td><td>15</td></tr>
</table></td></tr>
<tr><td>3.</td><td>Name of insured</td><td>SUKANTA SENAPATI</td></tr>
<tr><td>4.</td><td>Name of the insurer/broker</td><td>LIC of India</td></tr>
<tr><td>5.</td><td>Date of receipt of the Complaint</td><td>28-Mar-2023</td></tr>
<tr><td>6.</td><td>Nature of Complaint</td><td>Unfair decision of the Insurer to repudiate the death benefit .</td></tr>
<tr><td>7.</td><td>Amount of Claim</td><td>1100000.00</td></tr>
<tr><td>8.</td><td>Date of Partial Settlement</td><td>03-Jan-2023</td></tr>
<tr><td>9.</td><td>Amount of relief sought</td><td>1100000</td></tr>
<tr><td>10.</td><td>Complaint registered under Insurance Ombudsman Rules 2017</td><td>Rule 13(1)(b) — any partial or total repudiation of claims by an insurer</td></tr>
<tr><td>11.</td><td>Date of hearing
Place of hearing</td><td>08-May-2023
Bhubaneswar</td></tr>
<tr><td>12.</td><td>Representation at the hearing</td><td></td></tr>
<tr><td></td><td>a)For the Complainant</td><td>Mrs.Sadyasnata Senapati</td></tr>
<tr><td></td><td>b)For the Insurer</td><td>Mrs.Sunita Panda Manager Legal</td></tr>
<tr><td>13.</td><td>Complaint how disposed</td><td>Under Insurance Ombudsman Rule 17</td></tr>
</table>

Brief Facts of the Case:

Mrs.Sadyasnata Senapati , wife of the deceased life assured Mr.Sukanta Senapati and registered nominee in the policy (herein after referred to as the Complainant) had filed a complaint against Life Insurance Corporation of India, Bhubaneswar Division (herein after referred to as the respondent Insurance company) alleging unjust repudiation of death claim. The complaint falls within the scope of Insurance Ombudsman Rules, 2017 and so it was registered

Contention of the complainant:

The Complainant submitted that her husband Sukanta Senapati died at Sum Hospital on 02.08.2021 due to Covid-19 infection. At that point of time the complainant had no idea about the number of insurance policies her late husband had purchased from the present Insurer. With the help of respective Branch office agents she got death claim benefit of total eight policies from Bhubaneswar Branch-1. However , the respondent insurer(RI) repudiated death benefit under policy number.857470566 which was issued on 22.01.2021 from Khorda Branch of the Insurer. Vide their letter dated. 26.12.2022, the RI repudiated the death claim benefit on the ground of suppression of material fact stating that details of previous insurance policy were not disclosed by the Complainant. The complainant submitted that her husband had given all the supporting document like income proof, Income Tax Return, Bank statement and KYC documents at the time of purchasing the policies. As per the risk assessment norms of LICI her husband was eligible for purchasing a policy with 20 lakhs sum assured. The difference between the date of commencement of policy number 857491752 and 857470566 was only 2 days. Hence, there is every possibility that the premium receipt of the former policy number was not given to the DLA while completing the later. Since two separate agents were involved , the agent of the first policy may not have disclosed the policy number due to business rivalry. The complainant submitted that her husband had no intention to deceive the Insurer and during his life time he had invested all his saving in LICI as a loyal customer. Hence, rejection of death benefit by the RI under policy number 857470566 would be a great injustice to her. The representation dated.22.12.2022 sent to the Grievance Redressal Authority of the Insurance Company was not considered. Finding no other alternative, she approached this Forum for redress.

Contention of the Respondent:

Vide SCN dated.01.05.2023 the respondent Insurer submitted that they had received the death claim intimation of policy number 857470566 on 15.11.2021 which was issued from Khorda Branch office. Since the policy had not completed three years from the date of issuance the claim was examined keeping in view the provisions of section 45 of Insurance Act,1938, as amended from time to time. On verification it was observed that death intimations of 07 numbers of policies issued from Bhubaneswar Branch–1 (non-early claims) were received on 21.09.2021 and all seven claims were settled in the month of October 2021 itself. On further verification it was found that on 18.01.2021, the DLA had purchased policy number 857491752 from Bhubaneswar Branch with sum assured of Rs.900,000/-. After four days of completion of policy no.857491752 he again purchased one more policy bearing number 857470566 from Khurda Branch office with sum assured of Rs.11,00,000/- . Further, it was found that in part V of the proposal form regarding existing insurance, the DLA had replied as ‘ No such policies” in his answer. Had it been disclosed at proposal stage ,the total sum under consideration would have increased to 20,00,000/- and the policy would have been considered under medical test and special reports (SBT-13, RUA AND HB%) as per risk assessment norms. During the medical test by the Divisional medical referee (DMR) and subsequent special reports test, there was every chance of detection of pre-existing diseases like T2DM and HTN causing rejection of policy at proposal stage. Hence, this suppression of material facts has a bearing on granting of risk at proposal stage. The RI has sufficient reasons to believe that the DLA

had approached two different agents of two different branch offices within a time lag of 04 days with a clear intent to defraud the Insurance Company. The Insurance Company also argued that the death intimation of policy number 857470566 was submitted after 90 days of the date of death (date of death : 02.08.2021, date of intimation:15.11.2021) and there is no such valid reason to justify the cause of delay, thus the claim is not payable under part-E, Section(4) –limitation rules mentioned in the policy document. In view of the above facts and circumstances, the Insurance Company repudiated the claim on the ground of suppression of material facts and denied any financial liability except refund of premiums paid.

Observation and conclusions:

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

In the instant case, the policyholder complained about non-payment of his claim. The Insurance Company argued that the claim was repudiated on the ground that this policy of Rs.11,00,000 was taken in Khurda LIC office after suppressing basic information about taking another policy worth Rs.9,00,000 in Bhubaneswar LIC office before just 4 days. Thus, there was a dishonest attempt at obtaining policy worth Rs.20,00,000 by avoiding mandatory medical examination. The policyholder was possibly aware of his critical illness and deliberately split the policy into two separate offices with two separate agents to avoid medical test and possible higher premium or even rejection of policy proposal. I agree with the above findings and argument of the Insurance Company and hence, consider the repudiation as fully justified. I have also noted that the same policyholder has already received nearly Rs.15,00,000 from 08 policies taken by him and has also received back the premiums paid in this policy.

AWARD

COMPLAINT REF: NO: BHU-L-029-2324-0038

Complaint number BHU-L-029-2324-0038 is dismissed since the Insurance Company has rightly rejected the claim on ground of fraud and deliberate suppression of material information.

This award is passed accordingly.

AWARD NO:IO/BHU/A/LI/0017/2023-2024
Date:09/May/2023

INSURANCE OMBUDSMAN
Bhubaneswar

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN,Bhubaneswar
(State of Odisha)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : SHRI MANOJ PARIDA IAS(R)
CASE OF COMPLAINANT - Mamata Patra
VS
RESPONDENT: Bharti AXA Life Ins. Co. Ltd.
COMPLAINT REF: NO: BHU-L-008-2324-0031
AWARD NO:IO/BHU/A/LI/0038/2023-2024

<table>
<tr><td>1.</td><td>Name & Address Of The Complainant</td><td>Mamata Patra
AT/PO-Adangapantai VIA-Bhograi Balasore</td></tr>
<tr><td>2.</td><td colspan="2">Type Of Policy: Life
Policy Details:
<table>
<tr><th>Policy Number</th><th>Sum Assured</th><th>From Date</th><th>To Date</th><th>DOC</th><th>Premium</th><th>Policy Term</th><th>Paying Term</th></tr>
<tr><td>503-1145625</td><td>660067</td><td></td><td></td><td>07-Jun-2021</td><td>63172</td><td>13</td><td>12</td></tr>
</table></td></tr>
<tr><td>3.</td><td>Name of insured</td><td>Late Himanshu Sekhar Patra</td></tr>
<tr><td>4.</td><td>Name of the insurer/broker</td><td>Bharti AXA Life Ins. Co. Ltd.</td></tr>
<tr><td>5.</td><td>Date of receipt of the Complaint</td><td>31-Mar-2023</td></tr>
<tr><td>6.</td><td>Nature of Complaint</td><td>Repudiation of death claim</td></tr>
<tr><td>7.</td><td>Amount of Claim</td><td>0.00</td></tr>
<tr><td>8.</td><td>Date of Partial Settlement</td><td></td></tr>
<tr><td>9.</td><td>Amount of relief sought</td><td>660067</td></tr>
<tr><td>10.</td><td>Complaint registered under Insurance Ombudsman Rules 2017</td><td>Rule 13(1)(b) — any partial or total repudiation of claims by an insurer</td></tr>
<tr><td>11.</td><td>Date of hearing
Place of hearing</td><td>29-May-2023
Bhubaneswar</td></tr>
<tr><td>12.</td><td>Representation at the hearing</td><td></td></tr>
<tr><td></td><td>a)For the Complainant</td><td>Mamata Patra</td></tr>
<tr><td></td><td>b)For the Insurer</td><td>Mangesh Mandal Bharti Axa Life Ins.Co.ltd.</td></tr>
<tr><td>13.</td><td>Complaint how disposed</td><td>Under Rule 2017</td></tr>
</table>

Brief Facts of the Case:

Mrs. Mamata Patra (**hereinafter referred to as the complainant)** had filed a complaint against Bharti A X a **Life Insurance Company Ltd(herein after referred to as therespondent Insurance company**) alleging repudiation of death claim by the Respondent Insurer (RI).The complaintfalls within the ambit of Insurance Ombudsman Rules 2017, and so it wasregistered

Contention of the complainant:

The complainant being the registered nominee of the deceased life assured late Himanshu Sekhar Patra submitted that her husband had taken one policy from the said Insurer on 07.06.2021 and unfortunately expired on 07.09.2022 due to **chest pain** .The complainant submitted application along with other requirements to the Insurer for payment of death claim. But to utter surprise of the complainant, instead of settling the claim,the Insurance Company repudiated the death claim on the ground of nondisclosure of material information at the time of making the proposal vide their letter.31.12.2022.Hence the complainant approached this Forum for redressal of his grievances.

Contention of the Respondent:

Per contra, the respondent insurer submitted that the above policy was issued on 07.06.2021 on the basis of the declarations made in the proposal Form. The complainant being the nominee under the said policy submitted the death intimation about the sad demise of the life assured for settlement of death claim. On receipt of the death intimation, the Insurer conducted an inquiry and was in receipt of "Acute Coronary Syndrome Sheet" of Apollo Hospital dated 21.08.2022 wherein it has been categorically mentioned that LA had history of DM i.e. diabetes mellitus as well as history of smoking and drinking. Further on the "Progress Report" dated 21.08.2022, it has been categorically mentioned by the treating doctor that LA was a "K/C/O T2 DM SINCE 10 YEARS" thus making medical history of LA evident on the face of it and the copy of the Report annexed as Annexure-C

The Insurer submitted that the above information was available with the life assured and did not disclose the same while taking the policy with intent to induce the Company to accept the Proposal Form.

Hence the Company repudiated the death claim on the grounds of suppression of material fact and the copy of the letter marked as Annexure . It is submitted that a contract for insurance is an Uberrimae Fidei contract i.e. based on UTMOST GOOD FAITH. Uberrimae Fidei contracts proceed on the basis of complete disclosure of material information. An Insurer, viz. the Company herein, underwrites the risk in respect of a particular policy only on the basis of the disclosures made in the proposal form/application.

In the light of the above submissions, the Respondent Insurer prayed for dismissal complaint in the interest of justice

Observation and conclusions:

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

In the instant case, the life assured died due to heart attack. The insurance company has denied the payment and has repudiated the claim on the ground that the policyholder had diabetes 10 years back. This ground of repudiation is far fetched and does not appear convincing. The company could not produce any concrete evidence/medical prescription regarding diabetics affliction or its medical treatment by the policy holder, ten years back .During personal hearing, the policyholder's widow also mentioned that the decease was a school teacher with no bad habits like smoking or drinking. In our

country diabetes is widespread. To deny every claim of death due to heart attack on ground of pre-existing diabetes would lead to almost universal denial of policy claims. In my considered opinion, the repudiation is unjustified.

AWARD

COMPLAINT REF: NO: BHU-L-008-2324-0031

The insurance company is directed to settle the death claim in favor of the policy holder by paying the admissible amount.

This award is passed accordingly.

AWARD NO:IO/BHU/A/LI/0038/2023-2024 **INSURANCE OMBUDSMAN**
Date:30/May/2023 **Bhubaneswar**

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN,Chandigarh
(States of Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir and Union Territory of Chandigarh)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : ATUL JERATH
CASE OF COMPLAINANT - Balwinder Kaur
VS
RESPONDENT: ICICI Prudential Life Insurance Co. Ltd.
COMPLAINT REF: NO: CHD-L-021-2324-0093
AWARD NO:IO/CHD/A/LI/0101/2023-2024

<table>
<tr><td>1.</td><td>Name & Address Of The Complainant</td><td>Balwinder Kaur
W/o Mr. Baldev Singh, Vill. Bathal Sehja Singh, Mohanpura</td></tr>
<tr><td>2.</td><td colspan="2">Type Of Policy: Life
Policy Details:
<table>
<tr><th>Policy Number</th><th>Sum Assured</th><th>From Date</th><th>To Date</th><th>DOC</th><th>Premium</th><th>Policy Term</th><th>Paying Term</th></tr>
<tr><td>90859404</td><td>1220280</td><td></td><td></td><td>08-Feb-2021</td><td>10628</td><td>15/Monthly</td><td>7</td></tr>
</table></td></tr>
<tr><td>3.</td><td>Name of insured</td><td>Dilbag Singh</td></tr>
<tr><td>4.</td><td>Name of the insurer/broker</td><td>ICICI Prudential Life Insurance Co. Ltd.</td></tr>
<tr><td>5.</td><td>Date of receipt of the Complaint</td><td>03-May-2023</td></tr>
<tr><td>6.</td><td>Nature of Complaint</td><td>Claim Repudiation</td></tr>
<tr><td>7.</td><td>Amount of Claim</td><td>0.00</td></tr>
<tr><td>8.</td><td>Date of Partial Settlement</td><td></td></tr>
<tr><td>9.</td><td>Amount of relief sought</td><td>0</td></tr>
<tr><td>10.</td><td>Complaint registered under Insurance Ombudsman Rules 2017</td><td>Rule 13(1)(b) — any partial or total repudiation of claims by an insurer</td></tr>
<tr><td>11.</td><td>Date of hearing
Place of hearing</td><td>19-May-2023
Chandigarh</td></tr>
<tr><td>12.</td><td>Representation at the hearing</td><td></td></tr>
<tr><td></td><td>a)For the Complainant</td><td>Balwinder Kaur</td></tr>
<tr><td></td><td>b)For the Insurer</td><td>Nitu Singh</td></tr>
<tr><td>13.</td><td>Complaint how disposed</td><td>Award under Rule 17</td></tr>
</table>

Brief Facts of the Case:

Ms. Balwinder Kaur (hereinafter, the Complainant) has filed this complaint against ICICI Prudential Life Insurance Co. Ltd. (hereinafter, the Insurers) alleging death claim repudiation under the subject policy.

Contention of the complainant:

The complainant states that her son late sh. Dilbag Singh has taken the subject policy. All of a sudden, her son died due to illness. When she submitted the death claim it was denied by the Insurer stating that her son already has a policy of Rs. 1 lakh and it was not disclosed at the time of taking the subject policy. On being aggrieved he has approached this forum to seek relief.

Contention of the Respondent:

The Company stated in their SCN that the Company had received the application forms authenticated via OTP for the ICICI Pru Assured Savings Insurance Plan and ICICI Pru Signature Plan bearing policy numbers 90859404 and 90859435. The mentioned policies were issued on February 08, 2021 on the life of Mr. Dilbag Singh (hereinafter referred to as Policyholder and Life Assured) and Mrs. Balvinder Kaur (hereinafter referred to as Complainant).

In view of the above, the Company had sent the physical policy documents towards policy number 90859404 and 90859435 to the registered communication address mentioned in the application form of the Life Assured, with policy terms and conditions and copy of application forms.

The Company received the death claim intimation on September 28, 2021 informing us that the Life Assured expired on February 28, 2021 due to Heart Attack and raising the death claim against one of the policy number 90859404. In view of early claim, the Company had also initiated for claims investigation, in order to ascertain the merits of the facts as disclosed at proposal and claim stage. The internal investigation revealed that a fraud has been committed against the Company by raising false death claim.

The investigation established that the photograph used by the Life Assured is of his Brother, Mr. Gurlal Singh at issuance stage. Post verifying the live photo and KYC submitted by Life Assured are not matching. Hence, impersonation proved in this case. The investigation had established that Life Assured had also provided incorrect information about his occupation in the respective proposalsfor insurance dated February 08, 2021.

In view of the above, we have sufficient reasons to believe that the information furnished in the proposal forms were incorrect, misleading and were furnished with intent to play fraud with the Company to issue insurance policies on his life. In the light of the mentioned facts, the Company was constrained to reject the claim for both the policies. Hence, the premium amounts received in respective policies by the Company has been refunded to the claimant under amounting to Rs. 10,627/- (Rupees Ten Thousand Six Hundred Twenty-Seven Only) and Rs. 6,233/- (Rupees Six Thousand Two Hundred Thirty-Three Only) via NEFT in Union Bank of India account number ending with 0542 on March 28 and 30, 2022; respectively.

Observation and conclusions:

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

The Complainant states that that her son late Sh. Dilbag Singh has taken the subject policy. All of a sudden, her son died due to illness. When she submitted the death claim it was denied by the Insurer stating that her son already has a policy of Rs. 1 lakh and it was not disclosed at the time of taking the subject policy.

The Company received the death claim intimation on September 28, 2021 informing them that the Life Assured expired on February 28, 2021 due to Heart Attack and raising the death claim against one of the policy number 90859404. In view of early claim, the Company had also initiated for claims investigation, in order to ascertain the merits of the facts as disclosed at proposal and claim stage. The internal investigation revealed that a fraud has been committed against the Company by raising false death claim.

The investigation established that the photograph used by the Life Assured is of his Brother, Mr. Gurlal Singh at issuance stage. Post verifying the live photo and KYC submitted by Life Assured are not matching. Hence, impersonation proved in this case. The investigation had established that Life Assured had also provided incorrect information about his occupation in the respective proposals for insurance dated February 08, 2021. In view of the above, they had sufficient reasons to believe that the information furnished in the proposal forms were incorrect, misleading and were furnished with intent to play fraud with the Company to issue insurance policies on his life. In the light of the mentioned facts, the Company was constrained to reject the claim for both the policies.

Hence, the premium amounts received in respective policies by the Company has been refunded Rs. 10,627/- and Rs. 6,233/- to the claimant via NEFT in Union Bank of India account number ending with 0542 on March 28 and 30, 2022; respectively. The Insurer have also filed an FIR regarding the above forgery.

In view of above facts, investigation report provided, observations and conclusions during the hearing it is evident that the policy was accepted on 08.02.2021 and the date of death of the Life Assured is 28.02.2021 and the claim intimation was given on 28.09.2021. As the death was within 20 days of policy issuance, early death claim investigation was called. On perusal of the investigation report, it was found that the photograph used by the Life Assured is of his brother Mr. Gurlal Singh at the issuance stage.

The Complainant was asked to submit the passport copy and address details of life assured's other 2 brothers who are staying in Dubai, as informed by the Complainant along with their occupation details. The Complainant did not provide any such information till the date of the award.

The insurers have filed a complaint with Commissioner of police, Amritsar city vide complaint number 23430-CD-1 alleging that the life assured passed away in January 2021 and the photograph of the life assured submitted at the time of issuance of the policy is of the life assured's brother Gurlal Singh. The Insurer also alleged that the Life assured was working as an agriculturist on 2 acres of land having farmer ID – TAR135037DILB in his MGNREGA card whereas in the proposal form it was stated that the life assured was working in a private company called TITAN IND with an annual income of Rs. 920000/-.

The aforesaid observations, the discrepancies observed are serious and warrant in depth investigation to bring out the alleged fraud in the subject case for which the matter has already been reported by the insurers to the concerned police authorities.

In view of the issues involved, especially the allegation of fraud made by the insurers, absence of final investigation report of the police, the case cannot be decided in summary proceedings. Accordingly, the claim warrants no further intervention at our end. However, as the policy contract has been finalized by the insurer on the basis of duly accepted KYC documents of the life assured, the decision in respect of the death claim under the subject policy may be finalized by the insurers on merits after getting the final investigation report from the police in the matter of complaint filed by the insurers which will refute or confirm the contention of the insurers/investigators in the matter.

AWARD

COMPLAINT REF: NO: CHD-L-021-2324-0093

Taking into account the submissions made and the documents placed, the insurers have established the impersonation in the name of the life assured under the subject policy. The discrepancies observed are serious and warrant in depth investigation to bring out the alleged fraud in the subject case for which the matter has already been reported by the insurers to the concerned police authorities. Accordingly, the case warrants no further intervention at our end and is dismissed."

AWARD NO:IO/CHD/A/LI/0101/2023-2024 **INSURANCE OMBUDSMAN**
Date:29/May/2023 **Chandigarh**

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN,Chandigarh
(States of Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir and Union Territory of Chandigarh)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : Shri Atul Jerath
CASE OF COMPLAINANT - Birmati
VS
RESPONDENT: LIC of India
COMPLAINT REF: NO: CHD-L-029-2324-0013
AWARD NO:IO/CHD/A/LI/0111/2023-2024

<table>
<tr><td>1.</td><td>Name & Address Of The Complainant</td><td>Birmati
House No. 921/5, Laxmi Nagar,Kaithal Road, Near SBI Bank, Jind</td></tr>
<tr><td>2.</td><td colspan="2">Type Of Policy: Life
Policy Details:
<table>
<tr><th>Policy Number</th><th>Sum Assured</th><th>From Date</th><th>To Date</th><th>DOC</th><th>Premium</th><th>Policy Term</th><th>Paying Term</th></tr>
<tr><td>176454918</td><td>1000000</td><td>14-Mar-2009</td><td>14-Mar-2034</td><td>14-Mar-2009</td><td>2525</td><td>25 years/yearly</td><td>25 years</td></tr>
</table></td></tr>
<tr><td>3.</td><td>Name of insured</td><td>Sushil Kumar Sandhu</td></tr>
<tr><td>4.</td><td>Name of the insurer/broker</td><td>LIC of India</td></tr>
<tr><td>5.</td><td>Date of receipt of the Complaint</td><td>05-Apr-2023</td></tr>
<tr><td>6.</td><td>Nature of Complaint</td><td>Total repudiation of claim by the insurer.</td></tr>
<tr><td>7.</td><td>Amount of Claim</td><td>0.00</td></tr>
<tr><td>8.</td><td>Date of Partial Settlement</td><td></td></tr>
<tr><td>9.</td><td>Amount of relief sought</td><td>1050000</td></tr>
<tr><td>10.</td><td>Complaint registered under Insurance Ombudsman Rules 2017</td><td>Rule 13(1)(b) — any partial or total repudiation of claims by an insurer</td></tr>
<tr><td>11.</td><td>Date of hearing
Place of hearing</td><td>16-May-2023
Chandigarh</td></tr>
<tr><td>12.</td><td>Representation at the hearing</td><td></td></tr>
<tr><td></td><td>a)For the Complainant</td><td>Mr Sunil cousin of DLA</td></tr>
<tr><td></td><td>b)For the Insurer</td><td>Ms Anju Dhawan Manager CRM Karnal</td></tr>
<tr><td>13.</td><td>Complaint how disposed</td><td>Award under rule 17</td></tr>
</table>

COMPLAINT REF: NO: CHD-L-029-2324-0013

Brief Facts of the Case:

Ms Birmati (hereinafter, the Complainant) has filed a complaint in this office about nonpayment of death claim benefit under policies bearing numbers 176454918 & 176454916 by LIC of India (hereinafter, the Insurers).

Contention of the complainant:

Her son had taken two policies wherein she is the nomine. Her son 34 was working in the Ministry of Civil Aviation at Lucknow airport at the time of his death. She is not aware if his son was consuming alcohol. He died due to wrong treatment in Lucknow as well as in her village by suspecting Covid. He took medicines at home. When his condition did not improve he was brought home and given treatment at home for 5 days and given treatment of Covid. Later he was taken to AIIMS Rohtak where he passed away on 21.10.2021. The two policies he had were reinstated on 16.9.2021 because of his posting at Sikkim. The claim when lodged with the insurer was repudiated. As such she has approached this forum for relief.

Contention of the Respondent:

The company vide SCN dated 25.04.2023 has submitted that the policy number 176454916 was issued in the name of Sh. Sushil Kumar Sandhu on 14.03.2009 for SA of Rs. 50000 Premium of Rs 1634/-, Mode Hly under Plan/Term 75/20 by branch office- Jind. The Policy was revived on 16.09.2021 on the strength of DGH and FMR. The duration of the policy from date of revivals was 01m 05 days only.

The 2nd policy bearing number 176454918 was issued in the name of Sh. Sushil Kumar Sandhu on 14.03.2009 for SA of Rs. 1000000, Premium of Rs 2525/-, Mode Yly under Plan/Term 164/25 (Term Insurance) by branch office-Jind. The Policy was revived on 16.09.2021 on the strength of DGH and FMR. The duration of the policy from date of revivals was 01m 05days only.

The Policyholder died on 21.10.2021 due to heart attack as per claim form 3783. Proposal form dt. 12.03.2009 and DGH dt. 15.09.2021 are available in which Policyholder had stated his health condition as 'Good'. While the Life assured was suffering from Psoriasis before the date of Proposal and revival and did not disclose these facts in the said Proposal form and DGH. As per F-3816 of PGIMS Rohtak, DLA was admitted at PGI Rohtak on 21.10.2021. DLA was under treatment for 11 yrs. He was k/c/o Psoriasis for 15 yrs and not taken treatment for last 4 yrs; came in casualty with complaints of skin lesion with pain and SOB for 2 days, decreased urine output for 15 days; diagnosed with Psoriasis with Pancytopenia / AKI and expired on 21.10.2021 at 10:27 PM.

This suppression of material facts, fraudulently which have had a bearing on the granting of risk, was clearly done intentionally. So the claim was repudiated by the competent authority and the decision was taken to treat revival as null & void with refund of paid up value & premiums received after revival.

As per the above orders, Under Policy number 176454916, Payment of Rs. 32952/ was made to the claimant on 23.06.2022 while payment of Rs. 10000 and Rs. 8274 had already been made on 14.03.2014 and 14.03.2019 respectively under the policy. Under Policy number 176454918, Payment of Rs. 2525/ was made to the claimant on 23.06.2022.

Accordingly repudiation letter dt. 06.06.2022 was sent to the nominee. On appeal by the claimant, ZOCRC and COCRC also upheld the decision of Divisional office which was conveyed to the claimant by regd. Letters dt.25.11.2022 and 05.04.2023 respectively by the divisional office.

Observation and conclusions:

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

The complainant is represented by the life assured's Cousin Mr Sunil Kumar. Complainant could not connect due to non-availability of technical support available. The complainant submitted that his cousin was working with Bureau of civil aviation under home ministry. When he was posted at Sikkim he was not able to some premiums under his policy. Later when he was transferred to Lucknow, he got his policy renewed after getting his medical done and started paying the premiums again.

There he got covid and took treatment at home. Later he became critical and informed his family. He was brought

home and local treatment was given. When his condition deteriorated, he was got admitted to PGI Rohtak where he expired later. When the claim was lodged with the insurer later they rejected it. The policy was taken in 2009 and paid the premiums upto 2019 and later revived his policy. He died on 20.10.2021. No claim from CGHS was ever taken by his cousin.

The insurer on the other hand submitted that the DLA had two policies with SA 50000 and 10 lacs. The second one was a term insurance plan. When the policy lapsed three premiums due 14.09.2020 to 14.09.2021 were paid on 16.09.2021. The LA died on 21.10.2021. Policy had run only for one month five days after revival. Since the claim was early to revival, hence investigation was done and as per the record of PGI Rohtak it came to light that he was under treatment there for 11 yrs. He was k/c/o Psoriasis for 15 years and not taken treatment for last 4 yrs; came in casualty with complaints of skin lesion with pain and SOB, decreased urine output, diagnosed with Psoriasis with Pancytopenia.

However the same was not disclosed in the forms submitted during revival as such the claim was repudiated and the premiums paid during revival were refunded in the second policy whereas in the first one paid up value along with refund of premiums received during revival was done. The DLA had already received two survival benefits of Rs 10000/- each during his life time in the first policy.

The representative of the insurer was asked if section 45 was still applicable in this case as the policy has already run for more than 3 years now. It was submitted that since revival is a fresh contract and section 45 itself says that it is applicable from date of commencement / date of risk / date of revival / date of rider whichever is later.

The complainant was asked why the information on his treatment not disclosed during revival of the policy. It was informed that since the form was not filled by him or in his presence he is not aware what was filled in it.

On the basis of facts, complaint submitted by the complainant, SCN, the submissions made by both the parties and on examination of documents submitted by them, it is observed that the life assured was suffering from different ailments which were not disclosed while reviving the policy and which have a bearing on the medical underwriting of the proposal. Hence, the death claim is rightly repudiated in view of Section 45 of Insurance Act, 1938.

AWARD

COMPLAINT REF: NO: CHD-L-029-2324-0013

Taking into account the facts & circumstances of the case and the submissions made by the Company during the course of hearing, there is no need for any interference and the complaint is dismissed. Hence, the complaint is treated as closed.

AWARD NO:IO/CHD/A/LI/0111/2023-2024
Date:30/May/2023

INSURANCE OMBUDSMAN
Chandigarh

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN,Chandigarh
(States of Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir and Union Territory of Chandigarh)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : ATUL JERATH
CASE OF COMPLAINANT - Sunny
VS
RESPONDENT: Bajaj Allianz Life Insurance Co. Ltd.
COMPLAINT REF: NO: CHD-L-006-2324-0097
AWARD NO:IO/CHD/R/LI/0109/2023-2024

<table>
<tr><td>1.</td><td>Name & Address Of The Complainant</td><td>Sunny
House no. 42, Kot Khalsa, Amritsar</td></tr>
<tr><td>2.</td><td colspan="2">Type Of Policy: Life
Policy Details:
<table>
<tr><th>Policy Number</th><th>Sum Assured</th><th>From Date</th><th>To Date</th><th>DOC</th><th>Premium</th><th>Policy Term</th><th>Paying Term</th></tr>
<tr><td>0461044712</td><td>1800000</td><td></td><td></td><td>18-Jun-2021</td><td>10000</td><td>20</td><td>15</td></tr>
</table></td></tr>
<tr><td>3.</td><td>Name of insured</td><td>Asha Rani</td></tr>
<tr><td>4.</td><td>Name of the insurer/broker</td><td>Bajaj Allianz Life Insurance Co. Ltd.</td></tr>
<tr><td>5.</td><td>Date of receipt of the Complaint</td><td>03-May-2023</td></tr>
<tr><td>6.</td><td>Nature of Complaint</td><td>Claim Repudiation</td></tr>
<tr><td>7.</td><td>Amount of Claim</td><td>1800000.00</td></tr>
<tr><td>8.</td><td>Date of Partial Settlement</td><td></td></tr>
<tr><td>9.</td><td>Amount of relief sought</td><td>0</td></tr>
<tr><td>10.</td><td>Complaint registered under Insurance Ombudsman Rules 2017</td><td>Rule 13(1)(b) — any partial or total repudiation of claims by an insurer</td></tr>
<tr><td>11.</td><td>Date of hearing
Place of hearing</td><td>19-May-2023
Chandigarh</td></tr>
<tr><td>12.</td><td>Representation at the hearing</td><td></td></tr>
<tr><td></td><td>a)For the Complainant</td><td>Sunny</td></tr>
<tr><td></td><td>b)For the Insurer</td><td>Ankita Tewari</td></tr>
<tr><td>13.</td><td>Complaint how disposed</td><td>Recommendation Under rule 16</td></tr>
</table>

Brief Facts of the Case:

Sh. Sunny (hereinafter, the Complainant) has filed a complaint in respect of his policy as mentioned above against Bajaj Allianz Life Insurance Co. Ltd (hereinafter, the Insurers) alleging claim repudiation under the subject policy.

Contention of the complainant:

The complainant has stated that her wife has bought the subject policy on 18.06.2021 and due to heart attack, she died on 05.07.2021. On filing the death claim the company rejected the claim on 05.03.2022 stating that the policy has been canceled on request by the policyholder but no such request was ever given by them. Thus, being aggrieved with the insurers he approached this forum to seek relief.

Contention of the Respondent:

The Insurer did not submit the SCN within the time frame.

Observation and conclusions:

Case called. Parties are present and recall their arguments. The complainant once again stated that her wife has bought the subject policy on 18.06.2021 and due to heart attack, she died on 05.07.2021. On filing the death claim the company rejected the claim on 05.03.2022 stating that the policy has been canceled on request by the policyholder but no such request was ever given by them.

The company informed this forum that the policy was bought via Policy bazaar and the policy was closed since inception as the Policyholder was not contactable within 1 months of the policy issuance, as per the Company but they are ready to reinstate the policy and review the death claim as per the merit of the case. The Insurer also informed this forum that on cancellation of the policy they have refunded the premium paid by the policyholder via UTR No. SIN00101Q1036049 dated 04.04.2022 into the A/C No. 3397001700015413 held in Punjab National Bank.

On the basis of the above facts, observations, conclusions and submissions made during the online hearing it is evident that company did not gave proper foreclosure intimations. The Complainant wants to reinstate the policy and review the death claim to which the Company representative agreed subject to payment of premium refunded by the Insurer. The Complainant also agreed to the same hence an agreement by way of conciliation could be arrived between the Complainant and the Insurers which I consider to be fair and reasonable for both the parties.

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

COMPLAINT REF: NO: CHD-L-006-2324-0097

The Complaint is resolved in terms of the agreement and conciliation arrived at between the Complainant and the Insurers as above mentioned.
Parties should implement this agreement within 30 days.

AWARD NO:IO/CHD/R/LI/0109/2023-2024 **INSURANCE OMBUDSMAN**
Date:30/May/2023 **Chandigarh**

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN,Chandigarh
(States of Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir and Union Territory of Chandigarh)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : Shri Atul Jerath
CASE OF COMPLAINANT - Prem Singh
VS
RESPONDENT: LIC of India
COMPLAINT REF: NO: CHD-L-029-2324-0071
AWARD NO:IO/CHD/A/LI/0110/2023-2024

<table>
<tr><td>1.</td><td>Name & Address Of The Complainant</td><td colspan="8">Prem Singh
S/o Garib Dass, R/o Village- Rajpura, P.O.- Garhdiwala, Tehsil- Dasuya, Distt.- Hoshiarpur</td></tr>
<tr><td>2.</td><td colspan="9">Type Of Policy: Life
Policy Details:
<table>
<tr><th>Policy Number</th><th>Sum Assured</th><th>From Date</th><th>To Date</th><th>DOC</th><th>Premium</th><th>Policy Term</th><th>Paying Term</th></tr>
<tr><td>144848894</td><td>200000</td><td>17-Jan-2022</td><td>17-Jan-2038</td><td>17-Jan-2022</td><td>14529</td><td>16 years/yearly</td><td>16 years</td></tr>
</table></td></tr>
<tr><td>3.</td><td colspan="2">Name of insured</td><td colspan="7">Sita Devi</td></tr>
<tr><td>4.</td><td colspan="2">Name of the insurer/broker</td><td colspan="7">LIC of India</td></tr>
<tr><td>5.</td><td colspan="2">Date of receipt of the Complaint</td><td colspan="7">27-Apr-2023</td></tr>
<tr><td>6.</td><td colspan="2">Nature of Complaint</td><td colspan="7">Total repudiation of claim by the insurer.</td></tr>
<tr><td>7.</td><td colspan="2">Amount of Claim</td><td colspan="7">0.00</td></tr>
<tr><td>8.</td><td colspan="2">Date of Partial Settlement</td><td colspan="7"></td></tr>
<tr><td>9.</td><td colspan="2">Amount of relief sought</td><td colspan="7">200000</td></tr>
<tr><td>10.</td><td colspan="2">Complaint registered under Insurance Ombudsman Rules 2017</td><td colspan="7">Rule 13(1)(b) — any partial or total repudiation of claims by an insurer</td></tr>
<tr><td>11.</td><td colspan="2">Date of hearing
Place of hearing</td><td colspan="7">16-May-2023
Chandigarh</td></tr>
<tr><td>12.</td><td colspan="2">Representation at the hearing</td><td colspan="7"></td></tr>
<tr><td></td><td colspan="2">a)For the Complainant</td><td colspan="7">Mr Prem Singh, the Complainant</td></tr>
<tr><td></td><td colspan="2">b)For the Insurer</td><td colspan="7">Sh. S S Rawal Manager CRM Jalandhar</td></tr>
<tr><td>13.</td><td colspan="2">Complaint how disposed</td><td colspan="7">Award under rule 17</td></tr>
</table>

COMPLAINT REF: NO: CHD-L-029-2324-0071

Brief Facts of the Case:

Mr. Prem Singh (hereinafter, the Complainant) has filed a complaint in this office about nonpayment of Death claim under policy on life of his wife by LIC of India (hereinafter, the Insurers).

Contention of the complainant:

His wife was insured by the insurer for 2 lac and she suddenly expired on 03.02.2022 due to heart attack. The insurer rejected the claim on flimsy grounds stating that certain information submitted by the insured was false which is incorrect as the she was already insured vide an existing policy which matured recently. The agent then approached her for reinsurance and the second policy was issued. The paperwork of the new policy was done by the agent and the insured was just to put signatures only and if there is any misinformation it is on the part of the agent. Also the death was caused by heart attack there were no symptoms of it earlier. He complained to the divisional and zonal authorities of the insurer but was not heard. As such he has approached this forum for relief.

Contention of the Respondent:

The company vide SCN dated 12.05.2023 has submitted that Smt Sita Devi was insured under policy number 144848894 with DOC 17.01.2022 for sum assured 200000 under Table term 914/16/16 has expired on 03.02.2022 and the duration of policy as on date of death is 16 days only. The death claim forms along with original policy bond and death certificate was submitted by the claimant.

From the record provided by the claimant it was observed that the deceased life assured had taken treatment from two hospitals viz Vasal Hospital & Johal Hospital Jalandhar. As per Vasal hospital record Smt Sita Devi was taking treatment since 22.11.2021 to 06.12.2021 and follow-up OPD visit slips dated 22.11.2021 & 08.01.2022 show that she was ill before commencement of policy i.e 17.01.2022. She remained admitted in Vasal Hospital from 22.11.2021 to 06.12.2021 (15 days). She was again admitted in Vasal hospital from 26.01.2022 to 29.01.2022 and was diagnosed with Septic Shock & Palmary Edema. After that she was admitted in Johal Hospital Jalandhar from 29.01.2022 to 03.02.2022 (Date of death).

So, she was ill before the commencement of the policy i.e 17.01.2022. As per proposal form she has not mentioned her illness. This suppression of material fact which have a bearing on the granting of risk, was clearly done with intent to mislead them. Had the same been disclosed at the time of taking the policy, it would not have been accepted.

The claimant was informed vide letter dated Claims/EDC/JAL/147 dated 07.10.2022 that due to suppression of material fact the competent authority has repudiated all claim liabilities on the ground of misrepresentation of material facts. The claimant had further applied before the appellant authority ZOCRC & they vide their letter dated 16.02.2023 upholded the repudiation decision of Divisional Office. The same was informed to the claimant vide letter reference Claims/ EDC/JAL/147 dated 21.02.2023. In view of this nothing is payable.

Observation and conclusions:

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

The complainant reiterated the contents of his complaint and submitted that his wife was made to buy a policy from the proceeds of an earlier policy. Now when his wife expired the insurer refused to pay the claim. His wife died all of sudden in the hospital.

On the other hand the representative of the insurer informed that the policy was issued on 17.01.2022 and the life assured died on 3.2.22 just after 16 days. The DLA had another policy which got matured in February 2022. The earlier policy was issued in 15.02.2007 with sum assured 55000 and matured on 15.2.2022. In the earlier policy Rs 86000 was paid and the claim was properly settled. However, in the second policy the claim was repudiated as she was already ill when the policy was taken for which they have sufficient proofs.

The representative of the insurer was asked who was the agent in both the policies and if they had asked for the comments of the agent on this complaint.

The representative of the insurer informed that the agent in both the policies was Subhadra Goswami and is still active with the insurer. They have asked for the comments of the agent also on the complaint of the claimant. The agent has submitted that she visited life assured for documentation of maturity of earlier policy and also asked for a new policy. She filled all the answers as were informed by the life assured. She was not told anything about the illness of the DLA or treatment the DLA was taking.

The insurer was asked to share the reply of the agent with the forum which they did vide email dated 19.05.2023.

On the basis of facts, complaint submitted by the complainant, SCN, the submissions made by both the parties and on examination of documents submitted by them, it is observed that the life assured was suffering from different

ailments for which she remained hospitalized as well. The same were not disclosed while taking the new policy. Such history of ailments and hospitalization has a bearing on the medical underwriting of the proposal. Hence, the death claim is rightly repudiated in view of Section 45 of Insurance Act, 1938.

AWARD

COMPLAINT REF: NO: CHD-L-029-2324-0071

Taking into account the facts & circumstances of the case and the submissions made by the Company during the course of hearing, there is no need for any interference and the complaint is dismissed. Hence, the complaint is treated as closed.

AWARD NO:IO/CHD/A/LI/0110/2023-2024
Date:30/May/2023

INSURANCE OMBUDSMAN
Chandigarh

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN,Chandigarh
(States of Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir and Union Territory of Chandigarh)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : Shri Atul Jerath
CASE OF COMPLAINANT - Ritu
VS
RESPONDENT: LIC of India
COMPLAINT REF: NO: CHD-L-029-2324-0047
AWARD NO:IO/CHD/A/LI/0119/2023-2024

<table>
<tr><td>1.</td><td colspan="2">Name & Address Of The Complainant</td><td>Ritu
Anil Iron Store, Khizrabad, Near Bus Stand, Distt.-Yamunanagar</td></tr>
<tr><td>2.</td><td colspan="3">Type Of Policy: Life
Policy Details:
<table>
<tr><th>Policy Number</th><th>Sum Assured</th><th>From Date</th><th>To Date</th><th>DOC</th><th>Premium</th><th>Policy Term</th><th>Paying Term</th></tr>
<tr><td>148362992</td><td>500000</td><td>01-Jul-2021</td><td>01-Jul-2033</td><td>01-Jul-2021</td><td>44717</td><td>12 years/yearly</td><td>12 years</td></tr>
</table></td></tr>
<tr><td>3.</td><td colspan="2">Name of insured</td><td>Anil Kumar</td></tr>
<tr><td>4.</td><td colspan="2">Name of the insurer/broker</td><td>LIC of India</td></tr>
<tr><td>5.</td><td colspan="2">Date of receipt of the Complaint</td><td>19-Apr-2023</td></tr>
<tr><td>6.</td><td colspan="2">Nature of Complaint</td><td>Total repudiation of claim by the insurer.</td></tr>
<tr><td>7.</td><td colspan="2">Amount of Claim</td><td>0.00</td></tr>
<tr><td>8.</td><td colspan="2">Date of Partial Settlement</td><td></td></tr>
<tr><td>9.</td><td colspan="2">Amount of relief sought</td><td>500000</td></tr>
<tr><td>10.</td><td colspan="2">Complaint registered under Insurance Ombudsman Rules 2017</td><td>Rule 13(1)(b) — any partial or total repudiation of claims by an insurer</td></tr>
<tr><td>11.</td><td colspan="2">Date of hearing
Place of hearing</td><td>29-May-2023
Chandigarh</td></tr>
<tr><td>12.</td><td colspan="2">Representation at the hearing</td><td></td></tr>
<tr><td></td><td colspan="2">a)For the Complainant</td><td>Ms Ritu, the Complainant</td></tr>
<tr><td></td><td colspan="2">b)For the Insurer</td><td>Anju Dhawan Manager CRM Karnal</td></tr>
<tr><td>13.</td><td colspan="2">Complaint how disposed</td><td>Award under rule 17</td></tr>
</table>

COMPLAINT REF: NO: CHD-L-029-2324-0047

Brief Facts of the Case:

Ms Ritu (hereinafter, the Complainant) has filed a complaint in this office about nonpayment of death claim benefit under policy bearing number 148362992 by LIC of India (hereinafter, the Insurers).

Contention of the complainant:

Her husband had taken the policy wherein she is the nominee. Her husband had expired and she lodged the claim with the insurer after 3 months and 14 days. However the same was rejected. She was asked the reason for late submission o9f claim. She had informed them that the policy was misplaced as the same was kept by her husband which she was not able to trace. He being the eldest kept all documents in his custody. Moreover due to sudden demise of her husband she was also under shock. Later she located the documents and thus submitted her claim. She was not aware of the time limit during which the claim was to be submitted. The rejection letter speaks of indisputability clause, but she is not aware of that either. Her children are very young and the family was dependent on her husband's income. This claim will be of a great help to her family as such the company be directed to pay the claim.

Contention of the Respondent:

The Company vide SCN dated 24.04.23 has submitted that the policy number 148362992 was issued in the name of Sh. Anil Kumar on date of commencement 01.07.2021 (DOC and D O Risk) for SA of Rs. 500000 Premium of Rs 44717/-, Mode Yearly under Plan/Term 914/12/12 by branch office Ambala Cantt.

The duration of the policy from date of risk was 11m 26d and the policy has not completed three years from the date of date of risk which are early to date of death of Life Assured. As the intimation of death of LA was given on 21.02.2023 as per intimation letter after 90 days of death of LA so the claim was time barred.

The Policyholder died on 27.06.2022 due to heart failure as per claim form 3783. Proposal form dt. 01.07.2021 is available in which Policyholder had stated his health condition as 'Good'. While the Life assured was suffering from health problems before the date of Proposal (commencement of risk) but did not disclose these facts in the said Proposal form.

As per F-3816 of Fortis Hospital, Mohali, DLA was admitted with complaint of chest pain, vomiting swelling and was diagnosed with CAD, Post PTCA, HTN and DM2 and expired on 27.06.2022. As per investigation reports also, DLA had 1st heart attack 5 years back and had done PTCA (stent).

While examining the claim, it has been found that the claim intimation has been delayed to take undue advantage of the indisputability clause of an insurance contract. So, it was decided to reject all the liabilities under the policy and as such nothing is payable under the policy.

Observation and conclusions:

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

The complainant reiterated the contents of her complaint and submitted that the insurer is not paying the claim of her husband's policy stating that she had lodged the claim late. He died of heart attack. He complained of chest pain and was taken to Fortis hospital Mohali, where he expired on 28.06.2022. He was 47, had a hardware shop and had only one insurance policy. She has two minor children to look after. She could not submit the claim to the insurer as she was under shock due the unexpected death of her husband and also misplaced some of the documents. As such it took her some time to lodge the claim.

The representative of the insurer on the other hand submitted that the life assured had taken a policy offline on 01.07.2021 from the insurer for a sum assured of Rs 5 lakhs. Only one premium in yearly mode has been received under the policy, as such the policy has run only for 11 months 26 days. The death claim intimation was received after a period of 3 months 14 days. As such it was time barred. The insurer also got the claim investigated and from record of Fortis Hospital, Mohali, it came to light that the DLA was admitted with complaint of chest pain, vomiting swelling and was diagnosed with CAD, Post PTCA, HTN and DM2 and expired on 27.06.2022. As per investigation reports also, DLA had 1st heart attack 5 years back and had undergone PTCA (stent).

The agent in the policy happens to be Ms Sushma Rani and still active with them. Copy of proposal form was also given to the complainant.

On the basis of facts, complaint submitted by the complainant, SCN, the submissions made by both the parties and on examination of documents submitted by them, it is observed that the life assured died within one year of the

commencement of the policy. The intimation of the death claim was clearly after the prescribed period of three months and the same was also admitted by the complainant during the hearing. However the delay is of mere 14 days which looking into the situation in such like cases could have been waived. Also it was observed that the insurer representative emphasized on the pre-existing deceases of the DLA, the nondisclosure of which was taken as ground for repudiation of the claim. But the repudiation letter dated 06.03.2023 issued by the insurer does not mention any such misrepresentation or nondisclosure by the DLA. The repudiation was done merely on the grounds of delay in intimation. As such as per the regulations, the insurer cannot take shelter of the grounds which have not been mentioned in their repudiation letter.

In view of the foregoing insurer is directed to pay the claim after waiver of delay in intimation of claim within 30 days.

AWARD

COMPLAINT REF: NO: CHD-L-029-2324-0047

Taking into account the facts & circumstances of the case and the submissions made by the Company during the course of hearing insurer is directed to pay the claim after waiver of delay in intimation of claim.

The Insurer should implement the same within 30 days of receipt of order.

AWARD NO:IO/CHD/A/LI/0119/2023-2024 **INSURANCE OMBUDSMAN**

Date:31/May/2023 **Chandigarh**

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN,Chandigarh
(States of Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir and Union Territory of Chandigarh)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : Shri Atul Jerath
CASE OF COMPLAINANT - Isharo Devi
VS
RESPONDENT: LIC of India
COMPLAINT REF: NO: CHD-L-029-2324-0049
AWARD NO:IO/CHD/A/LI/0120/2023-2024

<table>
<tr><td>1.</td><td>Name & Address Of The Complainant</td><td>Isharo Devi
H/o Late Shri Surjeet Singh, R/o Ahmedpur, Tigri(270)</td></tr>
<tr><td>2.</td><td colspan="2">Type Of Policy: Life
Policy Details:
<table>
<tr><th>Policy Number</th><th>Sum Assured</th><th>From Date</th><th>To Date</th><th>DOC</th><th>Premium</th><th>Policy Term</th><th>Paying Term</th></tr>
<tr><td>146478135</td><td>300000</td><td>28-Jun-2020</td><td>28-Jun-2041</td><td>28-Jun-2020</td><td>18985</td><td>21 years / Yly</td><td>15 years</td></tr>
</table></td></tr>
<tr><td>3.</td><td>Name of insured</td><td>Isharo Devi</td></tr>
<tr><td>4.</td><td>Name of the insurer/broker</td><td>LIC of India</td></tr>
<tr><td>5.</td><td>Date of receipt of the Complaint</td><td>19-Apr-2023</td></tr>
<tr><td>6.</td><td>Nature of Complaint</td><td>Total repudiation of claim by the insurer.</td></tr>
<tr><td>7.</td><td>Amount of Claim</td><td>0.00</td></tr>
<tr><td>8.</td><td>Date of Partial Settlement</td><td></td></tr>
<tr><td>9.</td><td>Amount of relief sought</td><td>300000</td></tr>
<tr><td>10.</td><td>Complaint registered under Insurance Ombudsman Rules 2017</td><td>Rule 13(1)(b) — any partial or total repudiation of claims by an insurer</td></tr>
<tr><td>11.</td><td>Date of hearing
Place of hearing</td><td>29-May-2023
Chandigarh</td></tr>
<tr><td>12.</td><td>Representation at the hearing</td><td></td></tr>
<tr><td></td><td>a)For the Complainant</td><td>Ms Isharo Devi, the Complainant</td></tr>
<tr><td></td><td>b)For the Insurer</td><td>Anju Dhawan Manager CRM Karnal</td></tr>
<tr><td>13.</td><td>Complaint how disposed</td><td>Award under rule 17</td></tr>
</table>

COMPLAINT REF: NO: CHD-L-029-2324-0049

Brief Facts of the Case:

Ms Isharo Devi (hereinafter, the Complainant) has filed a complaint in this office about nonpayment of death claim benefit under policy bearing number 146478135 by LIC of India (hereinafter, the Insurers).

Contention of the complainant:

Her husband had taken the policy wherein she is the nominee. He expired on 22.03.2022. As such the sum assured was payable to her. She submitted all the requirements to the insurer but they rejected her claim on grounds of suppression of material facts. Since neither there was any concealment nor the insurer has any evidence nor he took any treatment from any doctor before taking the policy. The claim when lodged with the insurer was repudiated on wrong grounds. As such she has approached this forum for relief.

Contention of the Respondent:

The Company vide SCN dated 24.04.23 has submitted that the policy bearing number 146478135 policy number 146478135 was issued in the name of Sh. Surjeet Singh on date of commencement 28.06.2020 (DOC), 05.08.2020 (D O Risk) for SA of Rs. 300000 Premium of Rs 18985/-, Mode Yearly under Plan/Term 936/21/15 by branch office Pehowa. The duration of the policy from date of risk was 01y07m17d respectively. The Policyholder died on 22.03.2022 due to respiratory failure as per claim form 3783. Proposal form dt. 22.07.2020 is available in which Policyholder had stated his health condition as 'Good'. While the Life assured was suffering from COPD before the date of Proposal (commencement of risk) but did not disclose these facts in the said Proposal form. As per F-3816 of GMCH Chandigarh, DLA was admitted with complaint of shortness of breath * 15 years (COPD) and was having history of k/c/o COPD * 15 years with SOB * 2 days, Acute AE of COPD with type II RF and expired on 22.03.2022. This suppression of material facts, fraudulently which have had a bearing on the granting of risk, was clearly done intentionally. So the claim was decided to repudiate by the competent authority and the decision was taken to treat revival as null & void with refund premiums.

As per the above orders, Under Policy number 146478135, Payment of Rs. 37970/ was made to the claimant on 20.09.2022. Accordingly repudiation letter dt. 21.09.2022 was sent to the nominee.

Observation and conclusions:

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

The complainant reiterated the contents of her complaint and submitted that the insurer is not paying the claim to her and she is not aware of the reasons. The policy was done by her husband and she is not aware when and how it was taken. Her husband died of respiratory failure.

The representative of the insurer on the other hand submitted that the life assured had taken a policy offline on 28.06.2020 wherein date of risk is 05.08.2020 for a sum assured of Rs 3 lakhs. Two premiums in yearly mode were received under the policy; as such the policy has run only for 1 year 7 months and 17 days. The agent under the policy is Mr Krishan Kumar and is currently active with them. As per the claim forms received the life assured expired on 22.03.2022 due to respiratory failure at GMCH Chandigarh. Being an early claim it was got investigated As per discharge summary of Miri Piri Institute of medical sciences & research, Shahbad, the DLA was a Smoker, had history of COPD and had previous hospitalization for COPD. The OPD card also mentions the patient as K/C/O COPD, acute exacerbation and was admitted to ICU. Also as per the certificate of hospital treatment received from GMCH Sector 32 Chandigarh, the life assured was K/C/O COPD for 15 years and had Shortness of breath for 2 days, Acute AE of COPD with type II RF.

Since the said medical history had a bearing on the insurance granted, it was decided to repudiate the claim. As such the claim was repudiated with refund of premiums to the nominee.

The complainant when asked if her husband had any other policy, it was informed that he had a policy that matured earlier and later a new policy was issued from its maturity proceeds. The complainant was asked to send if she had any documents pertaining to that. The complainant vide email dated 30.05.2023 has sent premium receipt and policy document of the policy for which claim has been repudiated. On being contacted again it was informed that they donot have any other policy. The earlier policy matured in 2019-2020 and this new policy was issued in 2020.

On the basis of facts, complaint submitted by the complainant, SCN, the submissions made by both the parties and on examination of documents submitted by them, it is observed that the life assured was suffering from COPD and also died due to respiratory failure. The same was not disclosed while taking the new policy. The said medical history had a bearing on the medical underwriting of the proposal. Hence, the death claim is rightly repudiated by the insurer.

AWARD

COMPLAINT REF: NO: CHD-L-029-2324-0049

Taking into account the facts & circumstances of the case and the submissions made by the Company during the course of hearing, there is no need for any interference and the complaint is dismissed.

Hence, the complaint is treated as closed.

AWARD NO:IO/CHD/A/LI/0120/2023-2024 **INSURANCE OMBUDSMAN**
Date:31/May/2023 **Chandigarh**

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN,Chandigarh
(States of Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir and Union Territory of Chandigarh)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : Atul Jerath
CASE OF COMPLAINANT - Arshad Iqbal
VS
RESPONDENT: PNB Metlife India Ins. Co. P. Ltd.
COMPLAINT REF: NO: CHD-L-033-2324-0037
AWARD NO:IO/CHD/A/LI/0094/2023-2024

1.	**Name & Address Of The Complainant**	Arshad Iqbal S/o Late Rafiqa Akhter, House no. 165, Nursing Garth Karanagar Srinagar
2.	**Type Of Policy:** Life **Policy Details:**	

Policy Number	Sum Assured	From Date	To Date	DOC	Premium	Policy Term	Paying Term
23671666	1169362	15-Feb-2021	15-Feb-2037	15-Feb-2021	62700	16/Annual	8

3.	**Name of insured**	Rafiqa Akhtar
4.	**Name of the insurer/broker**	PNB Metlife India Ins. Co. P. Ltd.
5.	**Date of receipt of the Complaint**	13-Apr-2023
6.	**Nature of Complaint**	Death claim not paid
7.	**Amount of Claim**	0.00
8.	**Date of Partial Settlement**	
9.	**Amount of relief sought**	921262
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**	16-May-2023 Chandigarh
12.	**Representation at the hearing**	
	a)For the Complainant	Sh.Arshad Iqbal, the complainant
	b)For the Insurer	Shri Devendra Verma , Manager-Legal
13.	**Complaint how disposed**	Award under Rule 17

Brief Facts of the Case:

Sh.Arshad Iqbal (hereinafter, the Complainant) has filed a complaint against PNB Metlife India Life Insurance Co. Ltd (hereinafter, the Insurers) alleging rejection of death claim of his Mother.

Contention of the complainant:

The complainant stated that the Insurance company has rejected the death claim of his Mother on false grounds that life assured died due to chronic kidney disease and same was not disclosed before taking policy.His mother was a Government employee and she never took leave on account of any illness and was in good health when policy was taken.His mother suddenly developed health complications on 18.08.2022 and was admitted to Govt. S.M.H.S Hospital in Srinagar and lost her life on 24.08.2022.

The discharge summary clearly states that his Mother passed away due to Cardiopulmonary Arrest.He requested the company to share the medical records which led to the rejection of claim.He represented his case to Insurance company on 28.02.2023 but he is not satisfied with the response.Thus, being aggrieved with the Insurance Company, he has approached this forum to seek relief.

Contention of the Respondent:

As per SCN dated 08.05.2023, the company stated that DLA had applied for the subject policy by submitting the proposal form along with other related supporting document .The company evaluated and processed the Proposal Form on the basis of the information provided by the complainant and issued Policy bearing no.23671666 to complainant for the premium paying term single and coverage term of 18 years. DLA has not disclosed any fact related to his medical condition during the issuance of the policy at proposal stage.

Insurance company received death claim intimation on 18/10/2022 under subject policy informing that DLA died on 24/08/2022.The company appointed investigator to investigate the claim.Treatment Notes/Records of Govt S.H.M.S Hospital (CKD V 2017) and as per our underwriting team opinion " Had the history of Chronic Kidney Disease ,Hypertension and Diabetes been disclosed at application stage, the case would have been declined by underwriter." In view of the above said Company sent decision letter on 28/11/2022 on the basis of non-disclosure of pre-existing disease and concealment of material facts and refunded the premium of Rs. 2,48,100/- as per Section 45 of Insurance Act.

Company prayed that it had not violated any terms and conditions of policy and had not done any act which results in deficiency of service and requested to dismiss the complaint as false and vexatious.

Observation and conclusions:

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

The complainant stated that company has rejected the death claim of his mother on false grounds that she was suffering from Chronic kidney disease. His mother suddenly developed health complications and was admitted to Government hospital where she lost her life due to cardiopulmonary arrest.He has requested for payment of death claim amount.

The company representative reiterated their stand in SCN and stated that the Company received death claim intimation on 18/10/2022 and investigation was conducted as per section 45 of Insurance Act .The investigator procured the Medical records from Government hospital which indicates that the DLA was suffering from chronic kidney disease, diabetes and hypertension prior to issuance of policy and the same was not disclosed in proposal form.If the above facts had been disclosed at application stage,the case would have been declined by underwriter.The company has repudiated the claim on 28/11/2022 due to non-disclosure of essential facts as per term and conditions of the policy

Brief Facts of the Case:

Sh.Arshad Iqbal (hereinafter, the Complainant) has filed a complaint against PNB Metlife India Life Insurance Co. Ltd (hereinafter, the Insurers) alleging rejection of death claim of his Mother.

Contention of the complainant:

The complainant stated that the Insurance company has rejected the death claim of his Mother on false grounds that life assured died due to chronic kidney disease and same was not disclosed before taking policy.His mother was a Government employee and she never took leave on account of any illness and was in good health when policy was taken.His mother suddenly developed health complications on 18.08.2022 and was admitted to Govt. S.M.H.S Hospital in Srinagar and lost her life on 24.08.2022.

The discharge summary clearly states that his Mother passed away due to Cardiopulmonary Arrest.He requested the company to share the medical records which led to the rejection of claim.He represented his case to Insurance company on 28.02.2023 but he is not satisfied with the response.Thus, being aggrieved with the Insurance Company, he has approached this forum to seek relief.

Contention of the Respondent:

As per SCN dated 08.05.2023, the company stated that DLA had applied for the subject policy by submitting the proposal form along with other related supporting document .The company evaluated and processed the Proposal Form on the basis of the information provided by the complainant and issued Policy bearing no.23671666 to complainant for the premium paying term single and coverage term of 18 years. DLA has not disclosed any fact related to his medical condition during the issuance of the policy at proposal stage.

Insurance company received death claim intimation on 18/10/2022 under subject policy informing that DLA died on 24/08/2022.The company appointed investigator to investigate the claim.Treatment Notes/Records of Govt S.H.M.S Hospital (CKD V 2017) and as per our underwriting team opinion " Had the history of Chronic Kidney Disease ,Hypertension and Diabetes been disclosed at application stage, the case would have been declined by underwriter." In view of the above said Company sent decision letter on 28/11/2022 on the basis of non-disclosure of pre-existing disease and concealment of material facts and refunded the premium of Rs. 2,48,100/- as per Section 45 of Insurance Act.

Company prayed that it had not violated any terms and conditions of policy and had not done any act which results in deficiency of service and requested to dismiss the complaint as false and vexatious.

Observation and conclusions:

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

The complainant stated that company has rejected the death claim of his mother on false grounds that she was suffering from Chronic kidney disease. His mother suddenly developed health complications and was admitted to Government hospital where she lost her life due to cardiopulmonary arrest.He has requested for payment of death claim amount.

The company representative reiterated their stand in SCN and stated that the Company received death claim intimation on 18/10/2022 and investigation was conducted as per section 45 of Insurance Act .The investigator procured the Medical records from Government hospital which indicates that the DLA was suffering from chronic kidney disease, diabetes and hypertension prior to issuance of policy and the same was not disclosed in proposal form.If the above facts had been disclosed at application stage,the case would have been declined by underwriter.The company has repudiated the claim on 28/11/2022 due to non-disclosure of essential facts as per term and conditions of the policy

7. The Insurer has refunded the premium of Rs.23243.61 to the nominee on 27.03.2023.

Thus there is a misrepresentation on the mental state of the Life Assured. This is a material fact and the misrepresentation thus entitles the Insurer to deny the claim. The rejection of the claim is found to be in order. The Complaint is not admitted.

AWARD

COMPLAINT REF: NO: CHD-L-033-2324-0037

Taking into account the facts & circumstances of the case and the submissions made by both the parties during the course of hearing, observations and conclusions therein, the complaint is rejected.

AWARD NO:IO/CHD/A/LI/0094/2023-2024 **INSURANCE OMBUDSMAN**
Date:25/May/2023 **Chandigarh**

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN,Chandigarh
(States of Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir and Union Territory of Chandigarh)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : Atul Jerath
CASE OF COMPLAINANT - Vandava Arora
VS
RESPONDENT: SBI Life Insurance Co. Ltd.
COMPLAINT REF: NO: CHD-L-041-2324-0104
AWARD NO:IO/CHD/A/LI/0116/2023-2024

<table>
<tr><td>1.</td><td>Name & Address Of The Complainant</td><td colspan="8">Vandava Arora
House No. 101 A, Block No. 28, Ward No. 9, Tehsil-Nahan, Miyan Ka Mandir</td></tr>
<tr><td>2.</td><td colspan="9">Type Of Policy: Life
Policy Details:
<table>
<tr><th>Policy Number</th><th>Sum Assured</th><th>From Date</th><th>To Date</th><th>DOC</th><th>Premium</th><th>Policy Term</th><th>Paying Term</th></tr>
<tr><td>53435352008</td><td>1500000</td><td>04-Dec-2019</td><td>04-Dec-2029</td><td>04-Dec-2019</td><td>150000</td><td>10 years/yearly</td><td>5 years</td></tr>
</table></td></tr>
<tr><td>3.</td><td>Name of insured</td><td colspan="8">Amit Arora</td></tr>
<tr><td>4.</td><td>Name of the insurer/broker</td><td colspan="8">SBI Life Insurance Co. Ltd.</td></tr>
<tr><td>5.</td><td>Date of receipt of the Complaint</td><td colspan="8">10-May-2023</td></tr>
<tr><td>6.</td><td>Nature of Complaint</td><td colspan="8">Repudiation of claim by the insurer</td></tr>
<tr><td>7.</td><td>Amount of Claim</td><td colspan="8">0.00</td></tr>
<tr><td>8.</td><td>Date of Partial Settlement</td><td colspan="8"></td></tr>
<tr><td>9.</td><td>Amount of relief sought</td><td colspan="8">1500000</td></tr>
<tr><td>10.</td><td>Complaint registered under Insurance Ombudsman Rules 2017</td><td colspan="8">Rule 13(1)(b) — any partial or total repudiation of claims by an insurer</td></tr>
<tr><td>11.</td><td>Date of hearing
Place of hearing</td><td colspan="8">26-May-2023
Chandigarh</td></tr>
<tr><td>12.</td><td>Representation at the hearing</td><td colspan="8"></td></tr>
<tr><td></td><td>a)For the Complainant</td><td colspan="8">Ms Vandana Arora</td></tr>
<tr><td></td><td>b)For the Insurer</td><td colspan="8">Ms Shagun</td></tr>
<tr><td>13.</td><td>Complaint how disposed</td><td colspan="8">Award under Rule 17</td></tr>
</table>

Brief Facts of the Case:

Ms Vandana Arora (hereinafter, the Complainant) has filed a complaint in respect of one policy as mentioned above against SBI Life Life Insurance Co. Ltd. (hereinafter, the Insurers) alleging non payment of accidental death benefit in respect of policy bearing number 53435352008 on the life of her husband.

Contention of the complainant:

The complainant has stated that her husband's dead body was found by police on 11/11/2021 at Haridwar and his post mortem was conducted there only. She has stated further that she lodged a death claim on the insurer as she was the nominee under the policy.

She has alleged that she was paid the basic claim under the subject policy but the insurer have repudiated the claim of accidental death benefit despite her submitting all the required documents, viz, police report, PMR etc.

She has stated further that she also represented her case to the claim review committee of the insurer but to no avail. Thus being aggrieved with the insurers she approached this forum to seek relief.

Contention of the Respondent:

The insurers have vide their SCN dated 16/05/2023 stated that they received the death claim intimation for settlement of basic as well as accidental death benefit along with the documents, viz, death certificate, Panchnama and post mortem report of an unknown person and they settled the basic death benefit of 15,00,000/- INR.

They have stated further that they were also in receipt of renewal premium of 1,50,000/- INR which was due after the date of death and accordingly the same was refunded along with the death benefit.

They have contended that the papers submitted by the complainant mention the death of the deceased life assured due to drowning but the papers do not establish explicitly that the death was due to an accident as no analysis of viscera sample was done by the police officials.

Observation and conclusions:

Case called. Both parties were present and recalled their arguments as mentioned above.

The complainant reiterated that the insurer has wrongfully denied payment of acidenatl death benefit despite providing all required documents to them.

The insurers contended that the claim for accidental death benefit was denied as the documents submitted by the complainant do not establish the death of life assured as accidental. They further contended that both the Panchnama and Post mortem report are in respect of some unknown person and do not mention the name of life assured due to which the death cannot be considered as death due to accident.

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

1.The subject policy was issued on 04/12/2019 on the life of Amit Arora for a sum assured of 15,00,000/- INR along with an accidental death benefit of same amount.

2.The life assured left his house in Nahan for Haridwar on 09/11/2021 and was expected back the same day. When the life assured did not return and could not be contacted on phone even on the next day, his father went to Haridwar and made inquiries in the vicinity of bathing places around river

Ganges. When he failed to find any whereabouts of the life assured he returned home and left his contact details with a few persons.

3.Father of the life assured received a phone call on 16/11/2021 from Police Station Haridwar and was asked to go there for identification of a dead body. He went there on 17/11/2021 and contacted the police officials who showed him photographs of a dead body and the clothes it was carrying. Father of life assured identified the body as that of the life assured which had already been cremated by the police.

4.The police had found the dead body of life assured on 11/11/2021, at that time an unknown person, on the banks of river Ganges in Kankhal, at the outskirts of Haridwar, where many people go for bathing. The police completed the formalities of panchnama and got the post mortem done at the District Hospital Haridwar on 15/11/2021. The post mortem report mentions the cause of death as drowning.

5.As the dead body had not been identified at the time of panchnama and post mortem, both the reports do not mention the name of life assured. Subsequently when the body was identified by the father of life assured, the police issued a certificate stating that the unidentified dead body found on 11/11/2021 was of the life assured Amit Arora.

6.The complainant being the nominee lodged a claim for payment of death claim along with accidental death benefit.

7.The insurer investigated the claim as per the provisions of Section 45 of the Insurance Act 1938,. The investigation was carried out by Abhishek Kumar of Ganpati Associates who has summarized in his report that the life assured was of pious nature and was in the habit of visiting Haridwar frequently. He has further stated in the report that the life assured was in good health and had an annual income of about 10,00,000/- INR.

8.The insurer paid the death claim of 15,00,000/- INR on 17/08/2022 and refused to pay the claim for accidental death benefit stating that the same was repudiated as per clause 16.3 of the terms and conditions of the policy which states that the accidental death should be proved to their satisfaction.

9.During the online hearing the representative of the insurer stated that death due to drowning could be construed either way, ie, suicide or accident.

10.The insurers were asked to provide their internal claim processing papers which they have not submitted and have stated vide their email dated 26/05/2023 that the death of the life assured could not be treated as accidental in this case as the panchnama and post mortem do not mention his name and have been done for an unknown person. They have further communicated through email dated 30/05/2023 that they are unable to provide any further documents in the matter.

In view of the aforesaid observations it can be concluded that the insurer paid the death claim under the subject policy acknowledging the death of the life assured due to drowning which was established on the basis of panchnama, post mortem report and report of police but refuses to accept the death to be due to accident refuting those very documents stating that the same do not pertain to the life assured.

This contention of the insurer not to pay the accidental death benefit seems in contradiction to their acceptance of the death of the life assured. They have not been able to address this issue either in their SCN or during online hearing or through their further communication. Accordingly the insurer is directed to pay the accidental death benefit to the complainant.

AWARD

COMPLAINT REF: NO: CHD-L-041-2324-0104

Taking into account the facts and circumstances of the case, submissions made online and documents on record, the insurers have not been able to justify their contention of not paying the accidental death benefit under the subject policy and are accordingly directed to pay the accidental death benefit of 15,00,000/- INR .

The insurer shall implement the award within 30 days.

AWARD NO:IO/CHD/A/LI/0116/2023-2024 **INSURANCE OMBUDSMAN**
Date:31/May/2023 **Chandigarh**

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN,Chennai
(State of Tamil Nadu and Union Territories- Puducherry Town and Karaikal (which are part of Union Territory of Puducherry).)
(UNDER RULE NO.16/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
Ombudsman Name : SHRI SEGAR SAMPATHKUMAR
CASE OF COMPLAINANT - R Savithri
VS
RESPONDENT: Bharti AXA Life Ins. Co. Ltd.
COMPLAINT REF: NO: CHN-L-008-2324-0049
AWARD NO:IO/CHN/A/LI/0036/2023-2024

<table>
<tr><td>1.</td><td>Name & Address Of The Complainant</td><td>R Savithri
W/o Mr Radhakrishnan, 1/203, Sumaithangi village, Chennai- Bangalore Highway, Kaveripakkam, Nemili Taluk, Ranipet Dt.</td></tr>
<tr><td>2.</td><td colspan="2">Type Of Policy: Life
Policy Details:
<table>
<tr><th>Policy Number</th><th>Sum Assured</th><th>From Date</th><th>To Date</th><th>DOC</th><th>Premium</th><th>Policy Term</th><th>Paying Term</th></tr>
<tr><td>10000200/LAI-00194617</td><td>1235525</td><td>30-Mar-2022</td><td>30-Mar-2032</td><td>30-Mar-2022</td><td>26826</td><td>10 years/Single</td><td>0</td></tr>
</table></td></tr>
<tr><td>3.</td><td>Name of insured</td><td>R Mohankumar</td></tr>
<tr><td>4.</td><td>Name of the insurer/broker</td><td>Bharti AXA Life Ins. Co. Ltd.</td></tr>
<tr><td>5.</td><td>Date of receipt of the Complaint</td><td>21-Apr-2023</td></tr>
<tr><td>6.</td><td>Nature of Complaint</td><td>Repudiation of Death Claim</td></tr>
<tr><td>7.</td><td>Amount of Claim</td><td>1235525.00</td></tr>
<tr><td>8.</td><td>Date of Partial Settlement</td><td></td></tr>
<tr><td>9.</td><td>Amount of relief sought</td><td>1235525</td></tr>
<tr><td>10.</td><td>Complaint registered under Insurance Ombudsman Rules 2017</td><td>Rule 13(1)(b) — any partial or total repudiation of claims by an insurer</td></tr>
<tr><td>11.</td><td>Date of hearing
Place of hearing</td><td>11-May-2023
Chennai</td></tr>
<tr><td>12.</td><td>Representation at the hearing</td><td></td></tr>
<tr><td></td><td>a)For the Complainant</td><td>Mrs.R.Savithri</td></tr>
<tr><td></td><td>b)For the Insurer</td><td>Mr. Mangesh Mandal</td></tr>
<tr><td>13.</td><td>Complaint how disposed</td><td>Award</td></tr>
</table>

COMPLAINT REF: NO: CHN-L-008-2324-0049

Brief Facts of the Case:

Mr.R.Mohan Kumar, the Life Assured was covered under the Master Policy - Group Credit Protection Pro, on 30.03.2022. The Life Assured died on 22.07.2022. The Insurer has repudiated the claim on the ground of suppression of material facts. Hence, the present complaint is filed by the nominee.

Contention of the complainant:

The Complainant stated that her son was covered under this Master policy for the Home Loan availed by him. He was hale and healthy at the time of taking this policy. He was not suffered from any disease. The Complainant further added that her son used to consume alcohol occasionally. But he has not undergone any treatment. The Complainant mainly sought the settlement of the claim.

Contention of the Respondent:

The Insurer has submitted their Contained Note as mentioned below:

1. After understanding the key features of the policy, the Life Assured had signed and submitted the proposal form/ self-filled questionnaire dated 28.03.2022, for enrolling in the Group Insurance policy to cover his mortgage loan.
2. Based on the proposal, the policy was issued for the sum assured of Rs.12,35,525/- for the term of 10 years for the single premium of Rs.26,826/-
3. The Life Assured died on 22.07.2022 and the Company has received the death claim on 10.10.2022 .
4. As the death of the Life Assured occurred within 3 months 22 days from the date of issuance of the policy, as per Section 45 of the Insurance Act, the Company is entitled to investigate the veracity of the claim.
5. The Medical documents from Dr.E.Gokulan, Dept. of Psychiatry, Govt. Dist. Head Quarters Hospital, Walajapet dated 07.08.2021 revealed that the Life Assured was treated for Paranoid Schizophrenia and Alcoholic hallucinations, which was prior to the issuance of the policy.

As these facts were not disclosed in the Self Filled Questionnaire/Proposal, the claim was repudiated for suppression of material facts at the time of enrolment of the policy.

The Insurer stated that if these facts were disclosed, they would not have issued the Insurance policy.

Hence, the Insurer prayed for the dismissal of the Complaint.

Observation and conclusions:

During the hearing, the Complainant stated that her son, the Life Assured was a hale and healthy person and worked as a driver. The Life Assured suddenly died due to Heart Attack. Further, she admitted that her son had the habit of consuming alcohol occasionally and had taken treatment for that. The Complainant prayed for the settlement of Death Claim.

The Insurer maintained their stand as stated in their Self-contained Note that there was suppression of the material fact about the pre-existing illness which was material to be disclosed by the Life Assured at the time of signing the proposal form. Hence, the claim was repudiated on the ground of Suppression of material facts.

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

1. The Life Assured died on 22.07.2022. The Complainant being the mother and nominee of the policy preferred a death claim with the Insurer which was repudiated on 28.11.2022 on the ground of suppression of material fact by the Life Assured. The Insurer relied upon the medical records procured from Govt. District HQ Hospital, Walajapet on various dates from 07.08.2021 onwards.
2. As per the said Medical Records, the Life Assured was registered as an outpatient on 07.08.2021 for the treatment of Alcoholic hallucinations/ Paranoid Schizophrenia and had periodical consultations on various dates from 07.08.2021 to 21.07.2022 .
3. In the Member Enrolment Form for the Insurance cover under the Head - Health Details of the Life to be assured there is a specific question –

"Have you ever been treated for or had any complaints of blood pressure disorders, ... mental or any neurological disease or disorder, any liver disease (including Hepatitis B or C) ...?"

For the aforesaid question, the Life Assured had answered - NO.

4. Further, the Life Assured had declared in the Member Enrolment Form to the effect that the withholding of or omission or failure to disclose any medical or financial information will invalidate the Insurance Coverage.
5. In the Repudiation Letter dated 28.11.2022, the Insurer had mentioned that the Life Assured was suffering from Paranoid Schizophrenia since 2021 and was under treatment which is prior to his enrolment.

7. The Insurer has refunded the premium of Rs.23243.61 to the nominee on 27.03.2023.

Thus there is a misrepresentation on the mental state of the Life Assured. This is a material fact and the misrepresentation thus entitles the Insurer to deny the claim. The rejection of the claim is found to be in order. The Complaint is not admitted.

AWARD

COMPLAINT REF: NO: CHN-L-008-2324-0049

Taking into account the facts and circumstances of the case and the submissions made by the parties, the Forum concludes that the repudiation of the claim by the Insurer under Policy no.10000200 is justified and does not warrant intervention.

The Complaint is, therefore, NOT allowed.

In the event the Complainant disagrees with the Award, she may, if deemed fit and proper, move a fresh application at any other Forum/Court that may be considered by her as appropriate against the Insurer.

AWARD NO:IO/CHN/A/LI/0036/2023-2024 **INSURANCE OMBUDSMAN**
Date:18/May/2023 **Chennai**

AWARD

COMPLAINT REF: NO: CHN-L-008-2324-0049

Taking into account the facts and circumstances of the case and the submissions made by the parties, the Forum concludes that the repudiation of the claim by the Insurer under Policy no.10000200 is justified and does not warrant intervention.

The Complaint is, therefore, NOT allowed.

In the event the Complainant disagrees with the Award, she may, if deemed fit and proper, move a fresh application at any other Forum/Court that may be considered by her as appropriate against the Insurer.

AWARD NO:IO/CHN/A/LI/0036/2023-2024 **INSURANCE OMBUDSMAN**
Date:18/May/2023 **Chennai**

Observation and conclusions:

The Forum heard the submissions made by both the parties. The Forum also studied the relevant documents.

The Life Assured died on 28-05-2022. The Death Claim preferred by the Complainant had been repudiated on 30-11-2022 on the ground of suppression of pre-existing medical condition of the Life Assured.

The Insurer would contend that the Life Assured had consulted the Doctor and had adverse pathological findings of deranged liver function test prior to issuance of policy.

The Letter of Repudiation dated 30-11-2022 of the Insurer was studied. For two reasons, this Forum is of the view that the Insurer had relied on Section 45(4) and not on Section 45(2):
1. Had the Insurer relied on Section 45(2), they ought to have conveyed the grounds and materials on which such decision is based. No such material was ever furnished to the Complainant.
2. The Insurer had referred to adverse pathological findings which had a bearing on the decision to offer insurance. Even while making such reference, not a whisper is made on the Life Assured's intention to deceive the Insurer.
Hence, the Insurer could have only invoked Section 45(4) for denying the claim. Even then, the Repudiation fails for the following reasons:

1. As per Section 45(4) it is the duty of the Insurer to prove that had the Insurer been aware of the fact, no life insurance policy would have been issued.
However, the Insurer had only stated that had the correct information been provided to them, they would have called for further medical tests based on which the decision to offer insurance would have been taken. The Letter of the Insurer is not unequivocal in stating that had the correct information been provided, the Policy would not have been issued. On the other hand, the Insurer states the decision to insure would have been contingent on further medical examination. Thus, the Insurer failed to discharge the Onus cast upon them as aforesaid.

2. Even under Section 45(4), the materials upon which the decision to deny the claim ought to have been furnished. No such material was furnished by the Insurer.
3. In the Member Enrolment Form, in response to a specific question –Qn.No.6,
"Are you taking any medication or has a doctor ever attended to you for any conditions, diseases or impairment not mentioned above?",
the Life Assured had answered in the Negative.

The above question specifically asked the Life Assured on two contingencies:
a. whether the Life Assured has taken any medication or
b. has a doctor ever attended to the Life Assured.
There is nothing or record to prove that the Life Assured had undertaken any medication, nor that a doctor had ever attended to him.

4. The only medical record relied upon by the Insurer is the Lab Report. The Report dated 16-07-2019 does indicate that the SGPT and SGOT levels are beyond those permissible. However, mere deviations on such readings do not establish that the liver function of the Life Assured was deranged.

More significantly, the Report dated 08-11-2021, which is after the insurance was taken, indicates that the SGOT and SGPT readings are well within the permissible levels. Thus, the Life Assured was not found to have any adverse features on the functioning of his liver. Thus, the Life Assured could not be found to have made a misrepresentation on any material fact.

For all these reasons, this Forum is of the view that the decision of the Insurer to repudiate the death claim of the Life Assured is not sustainable.

COMPLAINT REF: NO: CHN-L-006-2324-0009

Brief Facts of the Case:

The husband of the Complainant had subscribed to a Life Insurance Policy for a Sum of Rs. 25 Lakhs, vide Membership Number 0485231961. The Policy commenced on 12th November 2021. The Life Assured died on 23.09.2022. The Complainant lodged a claim for the death of the Life Assured. This claim was rejected by the Insurer on08.03.2023. The Complainant approaches this Forum against this decision of the Insurer.

Contention of the complainant:

The Complaint is against the rejection of the claim for the death of the Life Assured. The Insurer had rejected the claim on the ground that the Life Assured had been suffering from Diabetes and Hypertension for ten years, and that this fact was not disclosed in the proposal for the Life Insurance. The Complainant contends that her husband, the Life Assured, was never suffering from these conditions and that the claims should therefore be paid.

Contention of the Respondent:

The case of the Insurer is that the Life Assured had been suffering from Diabetes and Hypertension since ten years. The Policy was subscribed in 2021. At that time, the Life Assured has an obligation to state the conditions he is suffering from. The Life Assured failed to disclose the fact that he has been suffering from Diabetes and Hypertension since ten years. Had these conditions been disclosed, the Insurer might not have insured the Life, or would have called for additional documents and medical evaluation. The Insurer also avers that the breach of the duty of disclosure by the Life Assured entitles the Insurer to deny the claim.

Observation and conclusions:

The Hearing for the Complaint was conducted on 21-04-2023,28-04-2023 and on 11-05-2023.

Mediation process was undertaken, but could not be concluded. The adjudication process was then taken up.

During the Hearing the Complainant stated that her husband, the Life Assured, was healthy at the time of taking the policy and was not suffering from Diabetes and Hypertension. She wanted to know on what basis the Insurer was alleging that the Life Assured was suffering from these conditions. This Forum therefore forwarded to the Complainant the documents submitted by the Insurer to this effect:

A. The Initial Evaluation Record and

B. Progress Record of the Hospital where the Life Assured was admitted for treatment.

The Complainant does not accept these documents. At the time of admission of the Life Assured to the Hospital, she had not stated to the Hospital that her husband had Diabetes and Hypertension for the past 10 years and was taking treatment. She therefore wondered how the Hospital had recorded that the Life Assured was suffering from Diabetes and Hypertension while the fact remained that he was suffering from neither of these conditions.

She prayed for settlement of Death Claim as the claim was rejected by the Insurer wrongly.

The Insurer submitted that on receipt of death claim intimation, they had conducted investigation and found that the Life Assured was admitted in Kovai Medical Center Hospital, Coimbatore on 22-09-2022 and died on 23-09-2022. As per the Treatment Summary, the Life Assured was known case of Diabetes Mellitus and Hypertension for the past 10years on irregular medication.

The Life Assured failed to disclose these conditions. In the proposal for insurance dated 15-11-2021, under Question No.2 (a) and 2 (b)of Simplified Medical Questionnaire the Complainant was asked