

3 PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, STATE OF KARNATAKA
(UNDER RULE NO: 16/17 of THE INSURANCE OMBUDSMAN RULES, 2017)
OMBUDSMAN – VIPIN ANAND

In the Matter of Mrs. Swathi R.Hegde V/s MAX Life Insurance Co. Ltd.,
Complaint No: BNG-L-032-2122-0106 & 0239
Award No: IO/BNG/A/LI/0078 & 0079/2021-2022

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Complainant submitted the death claim against two policies, 600144968 & 347573826 of Max Life Insurance at Mudigere branch on her husband Mr. Rajesh Hegde's life. The claim was repudiated by the Insurer vide their letter dated 31.03.2021 on the grounds of non disclosure of material facts and misrepresentation. Complainant represented to GRO of Insurer on 09.04.2021 and GRO vide their reply dated 12.05.2021, uphold the earlier decision of repudiation of Death claim by Insurer. Aggrieved by this, complainant approached this forum.

Total Sum Assured covered under both the policies is Rs.37,00,050/-(600144968 – 15,00,050 + 347573826 – 22,00,000).

Rule 17(3)(ii) of The Insurance Ombudsman Rules, 2017 reads as "Ombudsman shall, not award compensation exceeding rupees thirty lakhs(including relevant expenses, if any)."

Insurer also invoked this Rule/clause in their SCN and also during hearing held on 19.11.2021.

Since the total claim amount under the said complaint is beyond the jurisdiction of Ombudsman, as per Rule 17 (3) of Insurance Ombudsman Rules, 2017, the same cannot be considered. Hence the complaint is treated as closed. The Complainant may approach any other forum for redressal of her grievance.

Dated at Bengaluru on 24.11.2021

(VIPIN ANAND)
INSURANCE OMBUDSMAN
FOR KARNATAKA STATE

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, STATE OF KARNATAKA
(UNDER RULE NO: 16/17 of THE INSURANCE OMBUDSMAN RULES, 2017)
OMBUDSMAN – SH VIPIN ANAND
Case of: **MRS. HAMSA GOPINATH V/s MAX LIFE INSURANCE COMPANY LIMITED**

Complaint No: BNG--L--032--2122—0176
Award No: **IO/BNG/A/LI/ 0065/2021-2022**

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- In respect of complaint bearing number BNG-L-032-2122-0176 relating to policy number 889581856, of the Complainant Mrs Hamsa Gopinath, V/s Max Life Insurance Company Limited, as per Annexure VI-A , the Quantum of relief sought is Rs1,20,00,000.00 death benefit Sum Assured plus level monthly income of 0.4% of the sum assured per month .
 - As the amount sought is beyond the Jurisdiction of Insurance Ombudsman, refer Insurance Ombudsman Rules 2017, point no. 17.3(ii), the complaint is treated as **not entertained and disposed off accordingly.**

Dated at Bengaluru on 16th Nov, 2021

(VIPIN ANAND)
INSURANCE OMBUDSMAN
FOR THE STATE OF KARNATAKA

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

Mr E N Bharti Complainant

V/s

SBI Life Insurance Co. LtdRespondent

COMPLAINT NO: BHP-L-041-2122-0262 ORDER NO: IO/BHP/A/LI/ /2021-22

1.	Name & Address of the Complainant	Mr E N Bharti H No.12, Near Sindhi Gurudwara Rajendra Prasad Ward No.11, Old Basti Nainpur, Mandla Madhya Pradesh 481 776
2.	Policy No: Type of Policy Duration of policy/Policy period	1K726492408, 1K416633310 SBI Life Smart Wealth Builder 02.12.2019, 31.01.2020
3.	Name of the insured Name of the policyholder	MrsAnjalinaNicolush MrsAnjalinaNicolush

4.	Name of the insurer	SBI Life Insurance co. Ltd
5.	Date of Repudiation/ Rejection	17.12.2020
6.	Reason for Repudiation/ Rejection	Suppression of material information related to health history
7.	Date of receipt of the Complaint	10.08.2021
8.	Nature of complaint	Rejection of death claim
9.	Amount of Claim	--
10.	Date of Partial Settlement	--
11.	Amount of relief sought	Rs.27,00,000/-
12.	Complaint registered under Rule	Rule No. 13(1)(b)Ins. Ombudsman Rule 2017
13.	Date of hearing/place	25.11.2021 at OIO, Bhopal
14.	Representation at the hearing	
	• For the Complainant	Mr E N Bharti over GoTo Meet App
	• For the insurer	Mr Pankaj Vashishta, CRM Head over GoTo Meet App
15.	Complaint how disposed	Dismissed
16.	Date of Award/Order	25.11.2021

- Mr E N Bharti(Complainant) has filed a complaint against SBI Life Insurance Co. Ltd(Respondent) alleging repudiation of Death claim of his wife.

- **Brief facts of the Case –**

- **Contention of the complainant** - The complainant has stated that he is resident of Nainpur, Mandla and that his wife Late Mrs Anjalina Nicholas was a Government employee, worked as HLV in Nainpur Hospital and had taken above two policies from respondent company. Policy No.1K726492408 was taken on 09.11.2019 for Rs.20 lacs SA on payment of premium of Rs.2 lacs yearly and policy No. 1K416633310 was taken on 26.01.2020 for SA Rs.7 lacs on payment of premium of Rs.1 lac and they should have got the SA under both the policies. Medical of Late Mrs Angelina Nicholas was got done by the officer of the respondent company after which online form was filled, whatever information was required during online was provided to the officer when it was also informed that in March 2017 life assured had breast cancer and after successful operation, she was on duty till 30.08.2019 and retired on 31.08.2019 after successful completion of 33 years of service. While filling the online form through the Officer of the respondent company, they had signed wherever required and he was not aware of what was to be filled in and what not and that they had informed the online filling officer about the previous diseases. His wife died on 21.06.2020 suddenly due to heart attack. When he had filed the death claim with the respondent company, it was rejected by them on 17.12.2020 stating that the life assured had suppressed material information related to health whereas all information related to health were shared with the respondent company. Now the question that arises is that when respondent company had issued the policy after full satisfaction of the medical reports, then where does the question of rejection arise if LA dies suddenly. He had written to the GRO at Mumbai on 28.05.2021. He has therefore requested this forum for payment of SA under both the policies.

- **Contention of the respondent** -The respondent in their SCN have stated that the Mrs Anjalina Nikolush was granted SBI Life Smart Wealth Builder policy bearing No.1K726492408 with date of commencement 02.12.2019 for SA of Rs.20 lacs and another SBI

Life Smart Wealth Builder policy bearing No.1K416633310 with Date of commencement 31.01.2020 on the basis of duly filled and signed proposal form. In both the proposal forms, DLA i.e. Mrs Anjalina Nikolush had answered in negative to specific questions in the proposal form regarding her health. Proposal form in a policy document is the fundamental basis for assessment of risk and answer to each and every question asked for therein is vital for the underwriter to decide whether the proposed life is to be insured or not. Any incorrect information stated in the proposal form certainly vitiates the interest of the insurer and hence the insurer is well within their rights to repudiate the claim wherever material facts are suppressed by the life insured. Company conducted medical examination prior to the issuance of the policy. In the medical examination form also, DLA replied in negative to specific questions No.3(i) Have you ever been investigated / treated or diagnosed of any below condition d) cancer of leukaemia, chemotherapy or radiotherapy? In the medical examination form also, she replied to the specific question in negative and had declared that to the best of her knowledge and belief, answers contained in the form are true and complete. If the DLA had disclosed that she was suffering from breast cancer at the time of proposal or at the time of medical examination, respondent would not have accepted the proposal form and rejected the request for insurance cover. The medical examination does not relieve the proposer from her duties of disclosure of material facts. The medical examination conducted was only a preliminary medical examination. Only if the person being examined reveals about the diseases she is/was suffering from and the fact that she is under medication for the same, the Company / Doctor will come to know about it and a detailed clinical examination would then be called for to arrive at the correct prognosis of the case and assess the risk accurately. Further nature of medical examination to be conducted depends on the host of factors including but not limited to sum assured and age of the life to be insured, information disclosed by the life insured in the proposal form for insurance. If the Proposer discloses any adverse medical history in the proposal form, a detailed examination with regard to such ailment will be conducted. If she / he had disclosed that she was suffering from Breast Cancer, the proposals would have been rejected by the Company. It is not prudent to subject every life to be insured to rigours of extensive medical examination of the entire human system and there cannot be any single clinical tests or a few tests which till prove to be sufficient to know everything about a human system. Hence the entire allegations in this regard are denied that DLA had gone through all medical tests at commencement of policy and if she was suffering from any incurable / life danger disease at that time, then how the policy was issued to her. Proposal form and medical examination form in a policy document are the fundamental basis for assessment of risk and answer to each and every question asked for therein is vital for the underwriter to decide whether the proposed life is to be insured or not. DLA is reported to have died on 21.06.2020 and claim intimation under both the policies were received by the Company on 04.09.2020. During claim assessment, it was revealed that DLA was suffering from Breast Cancer and was taking treatment for the same prior to signing the proposal form which was not disclosed in the proposal form. The same was also accepted in the present complaint by the complainant. As per Admission Discharge Cards issued by Laxmi Narayan Hospital, Jabalpur on various dates the DLA was diagnosed for Cancer Breast Left Side with Plural effusion. Further DLA had undergone CA Breast P/o MRM and also undergone 5 times for the Adjuvant Chemo Therapy A+C. Post issuance of both the policies also DLA was under treatment for Breast Cancer till her death in the same hospital i.e. Laxmi Narayan Hospital, Jabalpur. In all the Admission Discharge documents, it is very clearly mentioned that DLA is known case of Breast Cancer with malignant plural effusion. In the instant case, had Mrs Anjalina Nikolush disclosed

her pre-existing illness of Breast Cancer disease in the proposal forms, the Company would not have accepted her proposal forms. Thus DLA availed insurance policies by suppressing the material facts from the Company. Hence claim under both the policies were not payable in view of non disclosure clause of the policy. Allegations of the complainant that they had provided all details to the agent and the agent filled and submitted online form and the DLA and complainant was not aware about what details filled by the Agent and they just signed only documents on demand of the Agent and wrong filling of the form is a mistake of the Insurance Agent. DLA and the complainant did not force insurance company to issue policies are baseless and denied in toto. The request of the complainant to settle claim under the policies on compassionate ground are vehemently denied. Claim was therefore repudiated and premiums have been forfeited and decision of the company to repudiate the claim was intimated to the complainant vide letter dated 17.12.2020 under both the policies. It is very clear that DLA was aware about her pre-existing illness of breast cancer and due to her illness she fraudulently applied for huge risk cover and died within a short span of 7 and 9 months from the date of commencement under both the policies.

- The complainant has filed complaint letter, Annex. VI A and correspondence with respondent, while respondent have filed SCN with enclosures.
- I have heard both the parties over GoTo Meet App at length and perused papers filed on behalf of the complainant as well as the Insurance Company.
- **Observation and Conclusion**—During the hearing the complainant stated that he is a resident a Mandla and his wife Late Mrs Anjalina Nikolush is a Government employee and worked in Nainpur Hospital and had two policies from respondent company. Policy No.1K726492408 was taken on 09.11.2019 for Rs.20 lacs SA on payment of premium of Rs.2 lacs yearly and policy No. 1K416633310 was taken on 26.01.2020 for SA Rs.7 lacs on payment of premium of Rs.1 lac. The respondent further stated that medical of late Mrs Anjalina Nikolush was got done by the officer of the respondent company after which online form was filled and whatever information was required was provided to the officer. Complainant also stated that it was also informed to the officer that in March 2017 Mrs Anjalina Nikolush had breast cancer and after successful operation she was on duty till 30.08.2019 on which date she superannuated. Complainant has further said that they had signed wherever required and told by the officer and he was not aware of what was to be filled in the form. Mrs Anjalina Nikolush died on 21.06.2020 suddenly due to heart attack. When this claim was informed to the respondent company it was rejected by them on 17.12.2020 that the life assured had suppressed material information because her health condition was not shared with the respondent company. The complainant also stated that the policy was issued by the respondent after medical checkup by the respondent and therefore his claim should be paid.

On their turn, the respondents admitted to having issued the above two policies on the basis of duly filled and signed proposal forms. The respondent stated that in both the proposal forms Mrs Anjalina Nikolush had answered in negative to specific questions in the proposal form regarding her health. The respondent further stated that proposal form in a policy document is fundamental basis for assessment of risk and answer to any question asked for is vital to the underwriter. During the medical examination also Mrs Anjalina had replied in negative to specific questions regarding Have you ever been investigated / treated or diagnosed of any below condition d) cancer of leukemia, chemotherapy or radiotherapy? The respondents further argued that if Mrs Anjalina had disclosed that she was suffering from breast cancer at the time of proposal or at the time of medical examination respondent would not have

accepted the proposal form and would have rejected the insurance cover. As regards the medical examination before issuance of the policy the respondents have argued that such examinations are routine examinations and it is only when the insured declares a certain disease that further investigations are conducted. Otherwise the proposals are accepted in Utmost Good Faith which is the basic principle of Insurance.

On hearing the complainant and respondent, I am of the considered opinion that the complainant should have declared the health condition at the time of purchasing the policy and should have taken abundant precaution because of the pre-existing disease to see that the underwriter are informed of the her present condition. Having signed the proposal form in which no such ailment / disease has been declared they are not entitled to the claim under the policy. Therefore the repudiation of claim by the respondent is upheld and complaint is liable to be dismissed.

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AWARD

The complaint filed by Mr E N Bharti stands dismissed herewith.

• Let copies of the award be given to both the parties.

Place : Bhopal

Date: 25.11.2021

(RAVINDRA MOHAN SINGH)
INSURANCE OMBUDSMAN

OMBUDSMAN – RAVINDRA MOHAN SINGH

Mr Rahul Binjwa..... Complainant

V/s

HDFC Life Insurance Co. LtdRespondent

COMPLAINT NO: BHP-L-019-2122-0264 ORDER NO: IO/BHP/A/LI/ 0097/2021-22

1.	Name & Address of the Complainant	Mr Rahul Binjwa 157/7 Samajwadi Indira Nagar, Indore
2.	Policy No: Type of Policy Duration of policy/Policy period	PP000203 (Group Policy) – Loan Account No.29331269 Group Credit – Protect Plus 16.01.2020
3.	Name of the insured Name of the policyholder	Mr Ghanshyam Rajaram Binjwa IDFC First Bank Ltd
4.	Name of the insurer	HDFC Life Insurance co. Ltd
5.	Date of Repudiation/ Rejection	17.03.2021
6.	Reason for Repudiation/ Rejection	Suppression of material information related to health history

7.	Date of receipt of the Complaint	05.08.2021
8.	Nature of complaint	Rejection of death claim
9.	Amount of Claim	--
10.	Date of Partial Settlement	--
11.	Amount of relief sought	Rs.10,80,000/-
12.	Complaint registered under Rule	Rule No. 13(1)(b) Ins. Ombudsman Rule 2017
13.	Date of hearing/place	26.11.2021 AT Bhopal
14.	Representation at the hearing	
	• For the Complainant	Mr Rahul Binjwa overGoTo Meet App
	• For the insurer	Mr Gurpreet Singh, Deputy Manager, Legal & Compliance over GoTo Meet App
15.	Complaint how disposed	Dismissed
16.	Date of Award/Order	26.11.2021

- Mr Rahul Binjwa(Complainant) has filed a complaint against HDFC Life Insurance Co. Ltd (Respondent) alleging repudiation of Death claim of his father.

- **Brief facts of the Case –**

- **Contention of the complainant** - The complainant has stated that he is son of Late Mr Ghanshyam Binjwa (DLA) and resident of Indore. His father Mr Ghanshyam Binjwa died on 14.09.2020 and he had purchased land for construction of house, for which he had taken loan from IDFC Bank and insurance policy from HDFC bank bearing No.PP000203 on payment of premium of Rs.68,337.42 on 16.01.2020. He had lodged death claim with the IDFC on 31.10.2020 and respondent company on 17.03.2021 had replied to IDFC Bank. After lockdown of two months IDFC replied in the month of June 2021 the life insured was having heart disease prior to his taking policy from HDFC which is not true. His father was admitted in Index Medical College Hospital & Research Centre as he tested +ve for Covid on 13.09.2020 and suddenly on 14.09.2020 he died of sudden cardiopulmonary attack. He had again appealed to the Claims Review Committee of the HDFC Co. on 29.06.2021 but has not got any response so far. He has therefore requested this forum for settlement of death claim of his father.

- **Contention of the respondent** -The respondent in their SCN have stated that the deceased life assured i.e.Mr Ghanshyam Rajaram Binjwa had availed HDFC Group Credit Protect Plus Plan bearing Policy No.PP000203 with risk commencement date of 16.01.2020 for sum assured of Rs.10,92,000/- from respondent company on crystal clear terms and conditions of the said policy. We further state that it is apparent from the Policy document containing Member enrolment form duly filled and signed by the deceased life assured at the time of availing the said policy that he life assured had full knowledge of the terms of the policy. After availing the aforesaid policy, life assured died on 14.09.2020 i.e. after a period of 8 months from the date of issuance of policy. Subsequently complainant lodged Death Claim under the policy with us, intimating the death of life assured. On investigation of the claim lodged, it was found that the life assured had not disclosed his correct health details at the time of policy issuance. It was revealed that the life assured was suffering from hypertension, coronary artery disease and old anterior wall myocardial infarction with palpitation prior to issuance of policy which is evident from the Discharge summary of Unique Specialty Hospital from 17.03.2019 to 18.03.2019, Prescription of Dr Sanjay Gujrati dated 18.09.2019 and prescription of Unique Specialty Hospital dated 29.02.2008. In light of above facts and irrefutable evidence we hold that we were provid-

ed with false and inaccurate answers at the time of proposal, hence the contract is void ab initio. Respondent communicated repudiation of the death claim lodged by the complainant on the ground of non disclosure of correct health details at the time of policy issuance vide letter dated 17.03.2021. It is pertinent to note that this is an early death claim i.e. prior to the lapse 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 material facts and issues to the Insurance Company at the time of proposal.

- The complainant has filed complaint letter, Annex. VI A and correspondence with respondent, while respondent have filed SCN with enclosures.
- I have heard both the parties over GoTo Meet App at length and perused papers filed on behalf of the complainant as well as the Insurance Company.
- **Observation and Conclusion** – On hearing the complainant Mr Rahul Binjwa who is the son of Mr Ghanshyam Binjwa (DLA) and resident of Indore told this forum that his father Mr Ghanshyam Binjwa had purchased a land for construction of house for which he had taken a loan from IDFC Bank and insurance policy from HDFC Standard Life Insurance Co. bearing No.PP000203 on payment of premium of Rs.68,337.42 on 16.01.2020. The complainant further stated that his father was admitted at Index Medical College Hospital & Research Centre as he tested positive for Covid on 13.09.2020 and suddenly he expired on 14.09.2020, cause of death was sudden cardio pulmonary attack. A death claim was lodged with the insurance company on 31.10.2020 and the respondent company replied on 17.03.2021 that the claim was not admissible.

On the turn of the respondent, the representative of respondent said that Mr Ghanshyam Binjwa had availed HDFC Group Credit Protect Plus Plan bearing Policy No.PP000203 with risk commencement date as 16.01.2020 for a sum assured of Rs.10,92,000/-. The respondent further stated that it is apparent from the policy document that the Member enrolment form was duly filled and signed by the deceased life assured at the time of availing the said policy and therefore had full knowledge of the terms and conditions of the policy. Thereafter within 8 months of purchasing the policy life assured died on 14.09.2020 after a period of 8 months from the date of issuance of policy. As per guidelines of the Company investigation of the claim was conducted and it was found that life assured had not disclosed his correct details at the time of policy issuance. In the investigation it was revealed that life assured was suffering from Hypertension, coronary artery disease and old anterior wall myocardial infarction with palpitation prior to issuance of policy and this is evident from the Discharge Summary of Unique Specialty Hospital for the period 17.03.2019 to 18.03.2019 and prescription of Dr Sanjay Gujrati dated 18.09.2019 and prescription of Unique Specialty Hospital dated 29.02.2008. The respondent further said that insurance contract is based on Utmost Good Faith and in this case the respondents were provided with false and inaccurate answers from the DLA hence the contract is void ab initio. The claim has been rejected by a letter dated 17.03.2021.

On hearing both the parties, I am of the considered view that the material facts about health of the DLA were suppressed during the time of purchasing the policy and hence the death claim has been rightly rejected by the respondent. Hence, the complaint is dismissed.

AWARD

The complaint filed by MrRahul Binjwa stands dismissed herewith.

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

Place : Bhopal

Date: 26.11.2021

(RAVINDRA MOHAN SINGH)
INSURANCE OMBUDSMAN

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

**Case of (KAMINI SAHOO vs.SBI LIFE INSURANCE CO LTD.)
COMPLAINT REF: NO: BHU-L-041-2122-0262
AWARD NO: BHU-L-2021-2022-094**

1.	Name & Address of the Complainant	KAMINI SAHOO W/O- Late. PRASANTA KUMAR SAHOO LIG-817, K-4, KALINGA VIHAR, BHUBANESWAR
2.	Policy No: Type of Policy Date of Commencement / Term Sum Assured/Premium/Mode	1K554767110 Life- Smart Wealth Builder-ULIP 03.10.2019/ 10 years 500,000/50000/ Yearly
3.	Name of the insured Name of the policyholder	PRASANTA KUMAR SAHOO. PRASANTA KUMAR SAHOO
4.	Name of the insurer	SBI Life Insurance ,
5.	Date of Repudiation	17.03.2021
6.	Reason for repudiation	Medical history prior to the date of commencement of policy.
7.	Date of admission of the Complaint	09.09.2021
8.	Nature of complaint	Death claim repudiated
9.	Amount of Claim	Death Sum Assured.

10.	Date of Partial Settlement	N.A
11.	Amount of relief sought	Rs.450,000/-
12.	Complaint registered under Rule no: of Insurance Ombudsman Rules	Rule 13 of IO Rules
13.	Date of hearing/place	03.11.2021/Bhubaneswar
14.	Representation at the hearing	
	• For the Complainant	Kamini Sahoo (over phone)
	• For the insurer	Ms. Sampada Shetty, Manager, SBI Life (Video on GotoMeet)
15	Complaint how disposed	Under Insurance Ombudsman Rule 17.
16	Date of Award/Order	03.11.2021

17) Brief Facts of the Case-Mrs. Kamini Sahoo (herein after referred to as the complainant) had filed a complaint against SBI Life Insurance Co. Ltd(herein after referred to as the respondent Insurance company) alleging non settlement of death claim by the respondent Insurance company.

18) Cause of complaint: No settlement of Death Sum Assured by the Insurer.

Complainant's argument: Mrs. Kamini Sahoo, w/o Late. Prasanta Kumar Sahoo argued that the above policy with 500,000Sum assured was purchased by her husband on 03.10.2019 from the present Insurer. In an unfortunate incident, her husband met with a road accident on national highway on 30.10.2019 and subsequently got admitted at Apollo hospital where he died on 31.10.2019. She submitted the claim document to the insurer for death claim settlement on 06.02.2020. But the respondent insurer repudiated the death claim for non-disclosure of medical history in the proposal form prior to the date of commencement of the policy. She further submitted that the immediate cause of death of the life assured was the road accident and not any disease as alleged by the insurer. The complainant had submitted the FIR copy, post mortem report and final report in SDJM Court in support of her claim. On representation to the grievance Officer, the Insurer upheld their earlier decision to repudiate the claim. Finding no other alternative, the Complainant approached this Forum for Redressal.

Insurer's Argument:- The Insurer on the other hand pleaded that the Company received a duly filled and signed proposal form dated.03.10.2019 in the name of Mr. Prasanta Sahoo for grant of insurance. Basing on the information given in the proposal form, the above policy bearing no.1K554767110 was issued to Prasanta Sahoo with date of commencement as 03.10.2019 for a basic sum assured of Rs.500,000/- and a policy term of 10 years. Mr. Prasanta Sahoo is reported to have died on 31.10.2019 and death claim intimation was received by the present insurer. On assessment of the early claim, it was revealed that the life assured was suffering from Chronic Obstructive Pulmonary Disease(COPD), Hypertension, Diabetes Mellitus(DM),

Coronary Artery Disease(CAD), Asthma and Syncope Bleeding and taking treatment for the same prior to the date of commencement of policy. From the medical records of Aditya Care Hospital, Bhubaneswar, it is evident that the life assured was under the treatment of Dr. Mahendra Pr.Tripathy, Cardiologist, Care Hospital, Bhubaneswar for heart disease continuously from 2014 to 2019. The Fasting Plasma Glucose level of the deceased life assured as per the report dated.03.02.2018 was 129.7 mg/dl whereas the biological reference level was 70-100 mg/dl. Further, as per death summary of Apollo Hospital, Bhubaneswar dated.31.10.2019, it is mentioned that the life assured was a known case of CAD(Coronary Artery Disease). This material information was not disclosed in the proposal form while applying for the insurance. On the contrary, the life assured had replied in negative to specific questions pertaining to the health under question no.13(4),(13),(14) and (15) of the proposal form. Further, as per clause no.17.6 .2 if the insurer found any of the information is inaccurate or false or the proponent have withheld any material information, the insurer will have a right to repudiate the claim. Thus, any incorrect information stated in the proposal form certainly vitiates the interest of the insurer and hence the insurer is well within their rights to repudiate the claim. Any contract of insurance procured by breach of the "UTMOST GOOD FAITH" is void ab-initio. Accordingly, the claim was repudiated and an amount of Rs.50,000/- was refunded by the respondent insurer towards refund of premium as per amended Insurance laws. The decision to repudiate the claim was also upheld by the Claims Review Committee which was headed by a Retired judge of Hon'ble High court. The insurer submitted that the repudiation of claim by the company for suppression of material facts is valid, just and legal. Hence, the case may be dismissed.

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

20) The following documents were placed for perusal.

- a) Photo copies of policy document.
- b) Copy of Death certificate, post mortem report
- c) Copy of medical treatment details for the period 2014 to 2019
- d) Insurer's reply or SCN

21) Result of hearing with both parties(Observations & Conclusion):-After a careful scrutiny of all the papers, policy documents submitted and submissions made by both the parties the Forum observed that there is indisputable evidence on record to prove suppression of material facts by the life assured at the time of applying for the insurance cover. As per out-patient record of Care Hospital, the life assured was suffering from Chronic Obstructive Pulmonary Disease, Hypertension, Diabetes Mellitus, Coronary Artery Disease, Asthma and Syncope which was not disclosed while applying for the insurance cover. The medical record substantiates the fact that the life assured was under the treatment of Care Hospital continuously from 2014 to 2019. However, in the proposal form, the life assured had replied in negatives to specific questions pertaining to the health of the life assured. Any incorrect information stated in the proposal form vitiates the interests of the insurer and the insurer is well within their rights to repudiate the claim where ever materials facts are suppressed by the life assured. As per the provisions of Section 45 of the Insurance Act 1938, as amended from time to time, any statement of or suppression of a fact material to the expectancy of the life of the insured was incorrectly made in the proposal the insurer can call in question any time within three years

from the date of issuance of policy and the insurer is well within its rights to repudiate the claim. Hence, the argument of the complainant that the immediate cause of the death was accident and not any disease carry no weight where the very insurance contract had no legal effect from the inception.

AWARD

Taking into account the facts & circumstances of the case and the submissions made by both the parties and the acknowledgement during the course of hearing, the forum observed that the complaint is not maintainable.

The complaint is treated as dismissed.

Dated at Bhubaneswar on 3rd November 2021.

SURESH CHANDRA PANDA
INSURANCE OMBUDSMAN
FOR THE STATE OF ODISHA

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

**Case of (RANGABATI DAS vs. SHRIRAM LIFE INSURANCE CO.LTD.)
COMPLAINT REF: NO: BHU-L-043-2122-0277
AWARD NO: BHU-L-2021-2022-095**

1.	Name & Address of the Complainant	RANGABATI DAS AT-KUMARPUR, PO-RAMLENKA, PS-KRUSHNA PRASAD GADA, DIST-PURI
2.	Policy No: Type of Policy Commencement of Policy, P-Term S.A /Premium/Payment-Mode	NN012001078214 Life 21.01.2020, 10-10 280,000/ 30103.00 /YLY
3.	Name of the insured Name of the policyholder	SAURINDRI BEHERA, SAURINDRI BEHERA
4.	Name of the insurer	SHRIRAM LIFE INSURANCE COMPANY LTD.
5.	Date of Repudiation	10.04.2021-Claim Intimation rejected.

6.	Reason for repudiation	Non-disclosure of medical treatment history at issuance of policy & Not establishing relationship with the Life Assured.
7.	Date of admission of the Complaint	17.09.2021
8.	Nature of complaint	Non payment of death claim
9.	Amount of Claim	Death Claim benefit
10.	Date of Partial Settlement	N.A
11.	Amount of relief sought	Death Claim benefit.
12.	Complaint registered under Rule no: of Insurance Ombudsman Rules	Rule 13 of IO Rules
13.	Date of hearing/place	03.11.2021/ Bhubaneswar
14.	Representation at the hearing	
	• For the Complainant	Rangabati Das (over phone)
	• For the insurer	Suman Mukharjee, Shriram Life Insurance Co.Ltd (Video on GotoMeet)
15	Complaint how disposed	Under Insurance Ombudsman Rule 17.
16	Date of Award/Order	03.11.2021

17) Brief Facts of the Case- Rangabati Das (herein after referred to as the complainant) who claimed to be the registered nominee in the above policy had filed a complaint against Shriram Life Insurance Co Ltd (herein after referred to as the respondent Insurance company) alleging non settlement of the death claim on the life of Late. Saurindri Behera. The complaint falls within the scope of Insurance Ombudsman Rules,2017 and so it was registered.

18) Cause of complaint: Non-payment of Death claim benefit under the policy.

Complainant's argument: Complainant argued that she was the registered nominee in the policy No. NN012001078214 purchased on 21.01.2020 by her sister Late. Saurindri Behera from the respondent insurer. On 05.09.2020, the life assured Saurindri Behera died at her house due to sudden chest pain. Being the nominee in the above policy she had submitted the required papers for claim payment. But, vide their letter dated.10.04.2021 the Insurer refused to settle the claim stating that the life assured had not disclosed material information regarding medical history at proposal stage. The Insurer further refused to accept the complainant as nominee showing trivial reason that the name of the nominee mentioned in the policy record is different. Vide letter dated.22.04.2021, the complainant had communicated the respondent

insurer that the life assured was not hospitalized for any treatment before her death. She had also intimated to the insurer that the deceased life assured had mentioned her nick name "Santi Das" in the nomination field of the proposal form. She had further stated that Rangabati Das daughter of Trinath Behera and Santi Das daughter of Trinath Behera are same and one person. She has also submitted a copy of the "Adhar card" to the respondent Insurer in support of her claim. On representation to the grievance officer no reply was received. Hence, being aggrieved the complainant approached this forum for redressal.

Insurer's Argument:- The Insurer submitted that post underwriting the proposal, the above policy was issued on the life of the deceased Saurindri Behera for a period of 10 years, commencing risk from 21.01.2020 for a Sum Assured of Rs.280,000/-. As per policy record Santi Das, relation sister was the registered nominee in the said policy. On death of the life assured on 05.09.2020, one Rangabati Das claimed to be the sister of the deceased life assured submitted claim forms during the period 12/2020 for death claim payment. Being an early claim, investigation was entrusted by the insurer to check the veracity of the claim. Investigation report revealed that the deceased life assured was suffering from CKD and Paralysis prior to the proposal date. The name of the claimant is also different from the name registered as nominee in the said policy. The Insurer had sent letters dtd.24.02.2021 and 11.03.2021 to the claimant asking for the correctness of the documents submitted and to furnish exact cause of death, treatment history of the deceased life assured and documentary evidence establishing the relationship with the deceased life assured. No response was received from the complainant in this regard. The complainant is also not accessible in the registered address. The Insurer further submitted that in absence of medical cause of death and documents establishing the actual beneficiary and her relationship they cannot process the claim. The Insurer have expressed their readiness to process the claim on receipt of satisfactory document in their rejection letter dated.10.04.2021. On the above, the Insurer prays for disposal of the complaint.

19) Reason for Registration of Complaint: - Scope of the Insurance Ombudsman Rules 2017.
This is a complaint against non-settlement of death claim by Insurer

20) The following documents were placed for perusal.

- a) Photo copies of proposal form, policy document (first page only)
- b) Copy of representation made to the forum.
- c) Investigation report by the insurer.
- c) Insurer's reply or SCN

21) Result of hearing with both parties (Observations & Conclusion):- On perusal of all the papers, documents submitted and submissions made by both the parties it is observed that the date of birth of the nominee and fathers' name mentioned in the proposal form under "family history" and "nomination" part is matching with the data mentioned in the "Aadhaar Card" submitted by complainant. Considering the socio-economic back ground of the policyholders, such type of case is not very new in insurance industry. There is a set of protocols which is to be followed for verification of the genuineness of the claimant/complainant like affidavit, witness by gazette officers and newspaper advertisement. The Insurer should take proactive steps to verify the genuineness of the claimant/complainant as suggested above. As per investigation

report dated.22.02.2021 submitted by the Insurer no evidence was found regarding Life Assured suffering from CKD prior to proposal date. The insurer should also communicate with the complainant in her present residential address which is different from the registered address of the deceased policyholder.

AWARD

Taking into account the facts & circumstances of the case and the submissions made by both the parties and the acknowledgement during the course of hearing, the forum observed that no evidence of suppression of medical history was produced by the Insurer. Hence, the Insurer is directed to proceed for payment of death sum assured by obtaining an affidavit from the complainant made before a Class II magistrate regarding genuineness of the claimant/complainants' name.

The Complaint is treated as disposed of.

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

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

Dated at Bhubaneswar on 3rd November 2021.

**SURESH CHANDRA PANDA
INSURANCE OMBUDSMAN
FOR THE STATE OF ODISHA**

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

**Case of (SNEHLATA TRIPATHY vs. SBI Life Insurance Co Ltd.)
COMPLAINT REF: NO: BHU-L-041-2122-0205
AWARD NO: BHU-L-2021-2022-089**

1.	Name & Address of the Complainant	SNEHLATA TRIPATHY W/O- AJAYA KUMAR TRIPATHY C/O- GOBIND CHANDRA RATH AT/PO- KALARAHANGA, BHUBANESWAR DIST- KHURDA
2.	Policy No: Membership form No: Type of Policy Dt.of Comm. /Policy period Initial Sum assured Premium Payment Mode	70000018311 7012154007 Life- RinnRakshha -Master policy 01.09.2020 / 01.09.2020 to 01.09.2030 1039908.00 39908.00
3.	Name of the insured Name of the policyholder	Late. Ajaya Kumar Tripathy Late. Ajaya Kumar Tripathy
4.	Name of the insurer	SBI Life Insurance Co Ltd.
5.	Date of Repudiation	31.05.2021
6.	Reason for repudiation	Material facts regarding medical history were not disclosed in the proposal form.
7.	Date of admission of the Complaint	12.08.2021
8.	Nature of complaint	Repudiation of death claim under group credit plan
9.	Amount of Claim	Rs.1039908- Initial Sum assured.
10.	Date of Partial Settlement	N.A
11.	Amount of relief sought	Rs.15,00,000
12.	Complaint registered under Rule no: of Insurance Ombudsman Rules	Rule 13 of IO Rules
13.	Date of hearing/place	25.10.2021/ Bhubaneswar
14.	Representation at the hearing	
	a) For the Complainant	Snehalata Tripathy
	b) For the insurer	Dhanya K.P, SBI Life Insurance (Video on GotoMeet)
15	Complaint how disposed	Under Insurance Ombudsman Rule 17.
16	Date of Award/Order	09.11.2021

17) Brief Facts of the Case- Snehlata Tripathy, W/O Late. Ajaya Kumar Tripathy, LA (herein after referred to as the complainant) had filed a complaint against SBI Life Insurance Co Ltd. (herein after referred to as the respondent Insurance company) with an allegation that the respondent Insurer unjustly repudiated the death benefit under the group credit life insurance plan. The complaint falls within the scope of Insurance Ombudsman Rules,2017 and so it was registered.

18) Cause of complaint: Repudiation of death claim under group credit life insurance plan, which provides protection on death of the life assured during the term of the policy.

Complainant's argument: Complainant argued that prior to his death, her husband Sri Ajaya Kumar Tripathy was sanctioned a SBI Home Loan of Rs.18,62,616.00 bearing account no.38219637724 on 06.03.2019 by the S.B.I, Patia Branch office which includes Rs.62,616.00 towards funding of Home loan Insurance cover. While availing the Home Loan, the loan sanctioning SBI Branch compelled him to purchase the above said group credit life insurance plan namely "SBI Life- RiNn Raksha". Though both the Home Loan and SBI Life Insurance policy were sanctioned in the year 2019, the SBI Life Insurance policy bearing Master policy no.70000018311, Member id.56415833 with initial Sum Insured Rs.1039908.00 was issued in the year 2020 by the present Insurer. Unfortunately, her husband died on 18.10.2020 in a private hospital due to pneumonia. The complainant submitted death intimation with the Insurer on 28.04.2021. The Insurer repudiated the claim on the grounds of suppression of material facts. On representation to the grievance officer no satisfactory reply was received. Hence, being aggrieved the complainant approached this forum for redressal.

Insurer's Argument:- The Insurer submitted that in the course of its business, the Company offers insurance coverage to group of individuals having loans. In the Group Insurance, a Master policy containing all the terms and conditions of the insurance is issued to the Master policy holder and "Certificate of Insurance" are issued to the individual members of the Master Policy as evidence of their membership if they fulfill the eligibility criteria and duly pay the premium. The respondent Insurer further submitted that the Company received the membership form for insurance cover on 31.08.2020 and hence, the insurance cover was issued with date of commencement of risk on 01.09.2020. As per terms and conditions of the policy the Insurer can cover new as well as existing members at any time during the validity period of the policy. Hence, in the instant case there is no delay on part of the Company to issue insurance cover. The bank has raised additional loan in favour of the deceased and complainant to facilitate the payment of premium towards Rinn Raksha and the said account is call Suraksha Account. Accordingly, a master policy bearing policy No.7000001311 was issued to SBI, Patia, Bhubaneswar. Sri Ajaya Kumar Tripathy applied for insurance cover under master policy bearing no.70000018311 vide a duly filled and signed membership form no.7012154007 dated.31.08.2020 against single premium amount of Rs.39908.00 for grant of insurance cover. Based on the information furnished in the membership form, insurance cover was granted to Ajaya Kumar Tripathy in good faith, with cover start date as 01.09.2020 for an initial sum assured of Rs.10,39,908.00 for a policy term of 120 months with single premium mode. The risk cover under the said group insurance was of diminishing nature and the sum assured tapers down as the EMIs are paid off. The Insurer received the death claim intimation under the insurance cover as the life assured is reported to have died on 18.10.2020. As the insurance cover resulted into claim in a short span of 1 month 16 days, the Insurer investigated the claim. During the investigation of the claim, it was revealed that the life assured was suffering from

Multiple Myeloma Cancer, Diabetes Mellitus and Hypertension and was under treatment for the same prior to the date of commencement of insurance cover. But the medical history was deliberately suppressed in the membership form. As per sub clause no.3.2.1 of the terms and conditions of the master policy, under clause 3.2., the sum assured as on the date of death was Rs.1039908/- , It is undisputed that Ajaya Kumar Tripathy had submitted the membership form on his own accord and was responsible for the contents of the same. In the membership form on the first page, it is clearly stated that "Insurance is a contract of utmost good faith which requires you to disclose all required information truthfully. In the membership form, the deceased life assured had replied in negative to specific questions (Q 5(i) , (iii) (a)(b)) pertaining to the health of the person proposed to be insured. Thus, it is clear from the aforesaid documents that the deceased life assured was suffering from Multiple Myeloma Relapse, Type II diabetes Mellitus and Hypertension and was under treatment for the same prior to the date of commencement of insurance cover. The DLA had purposefully answered in negative to the specified questions in the membership form which pertain to the pre-existing illness of the deceased life assured. The facts which were suppressed by the DLA was very much material. Had the DLA disclosed his medical history, the Insurer would not have granted insurance cover to the DLA or would have called for further requirements/medical reports. Accordingly, the claim was repudiated on the basis of the non-disclosure clause of the master-policy and the COI, and an amount of Rs.33820/- was credited to the Complaints' saving accounts towards refund of premiums as per terms and conditions of the policy. The Insurer has no contractual obligation on the part of the Insurer to settle the claim. The Insurer further submitted that since SBI and SBI Life are separate legal entities, the Hon'ble Insurance Ombudsman may not exercise its jurisdiction on the complaint. Hence, the case may be dismissed.

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

20) The following documents were placed for perusal.

- a) Photo copies of policy document.
- b) Copy of Death certificate
- c) Loan Arrangement Letters
- d) additional submission dated. 26.10.2021 by the Insurer.
- e) Statement of Account no.38219653010- SBI Suraksha } for the period
- f) Statement of Account no.3219637724 - MC-HL-SAL- } 29.01.2019 to 01.11.2021
- g) Insurer's reply or SCN

21) Result of hearing with both parties (Observations & Conclusion):- On perusal of all the papers, documents submitted and submissions made by both the parties it is observed that the above SBI Life-RiNn Raksha is a group credit life insurance plan, which provides protection on death of the life assured during the term of the policy. The benefit under the policy helps in repayment of the outstanding loan. This was a voluntary scheme where the existing or old loanee can also take insurance cover. Hence, it is not necessary that a loanee has to take life insurance cover at the time of loan itself. In the membership form bearing no.7012154007 it is clearly instructed that "Insurance is a contract of Utmost Good Faith which requires the proponent to disclose all required information truthfully. If any of the information (eg. age, health/medical) provided in the proposal form/membership form and related documents is

inaccurate or false or any material information withheld, the insurer has the right to decline the claim subject to provisions of section 45 of the Insurance Act, 1938, as amended from time to time. In the membership form, the deceased life assured had replied in negative to specific questions (Q 5(i) , (iii) (a)(b)) pertaining to the health of the person proposed to be insured. Thus, it is clear from the medical discharge certificate that the deceased life assured was under treatment for Myeloma Cancer prior to the date of commencement of insurance cover. The Forum found that the facts which were suppressed by the deceased was very much material. Had the deceased life assured disclosed his medical history, the Insurer would not have granted insurance cover to the deceased life assured or would have called for further requirements/medical reports. Under part 10. 5(Declaration cum authorization) of the membership-form bearing no.7012154007, the deceased life assured had declared and agreed that “no life insurance cover will commence until the risk is accepted and requisite premium has been remitted to SBI life by the Master Policyholder and SBI Life conveys its written acceptance of this application for Life Insurance cover”. In light of the above, the Forum found that the complaint is devoid of any merit and the Insurer has no contractual obligation to settle the claim except refund of premium as per terms and condition of the policy.

AWARD

Taking into account the facts & circumstances of the case and the submissions made by both the parties and the acknowledgements made during the course of hearing, the Forum opined that the complaint is not maintainable.

Hence, the complaint is treated as dismissed.

Dated at Bhubaneswar on 9th November 2021.

SURESH CHANDRA PANDA
INSURANCE OMBUDSMAN
FOR THE STATE OF ODISHA

**PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, STATE OF ODISHA
(Under Rule No: 16(1)/17of
The Insurance Ombudsman Rules, 2017)
OMBUDSMAN – Shri Suresh Chandra Panda
Case of (Dwitikrushna Rout vs. LIC OF INDIA.)
COMPLAINT REF: NO: BHU-L-029-2122-0275
AWARD NO: BHU-L-2021-2022- 0109**

1.	Name & Address of the Complainant	DWITIKRUSHNA ROUT At/Po- KALIPRASAD VIA-RIMULI, PS-CHAMPUA DIST-KEONJHAR Odisha PIN-758047	
2.	Policy No / Type Sum Assured / PLAN-TERM Dt.of Commencement/Mode FIRST UNPAID PREMIUM DUE	599556165 -Life 200,000/ 814 -17-17 28.07.2014 / ECS 10/2018	599565252- Life 200,000 / 836-16-10 28.03.2016 / ECS 02/2019
3.	Name of the insured Name of the policyholder	HRUDANANDA ROUT HRUDANANDA ROUT	
4.	Name of the insurer	Life Insurance Corporation of India, Cuttack Division	
5.	Date of Repudiation	N.A	
6.	Reason for repudiation	N.A	
7.	Date of admission of the Complaint	17.09.2021	
8.	Nature of complaint	Death claim payment not done	
9.	Amount of Claim	Death Sum Assured	
10.	Date of Partial Settlement	N.A	
11.	Amount of relief sought	Death Sum Assured	
12.	Complaint registered under Rule no: of Insurance Ombudsman Rules	Rule 13 of IO Rules	
13.	Date of hearing/place	17.11.2021/ Bhubaneswar	
14.	Representation at the hearing		
	• For the Complainant	DwitikrushnaRout(Over phone)	
	• For the insurer	Sunita Panda, AO, CRM, LIC (video on GotoMeet)	
15.	Complaint how disposed	Under Insurance Ombudsman Rule 17.	
16.	Date of Award/Order	17.11.2021	

17) Brief facts of the case: Mr. Dwitikrushna Rout, S/O Hrudananda Rout (herein after referred to as the complainant) had filed a complaint against Life Insurance Corporation of India, Cuttack Division(herein after referred to as the respondent Insurance company)alleging non settlement of death claim benefit on the life of the deceased life assured Hrudananda Rout. The complaint falls within the scope of Insurance Ombudsman Rules, 2017 and so it was registered.

18) Cause of complaint:

Complainant's argument: Complainant argued that his father purchased 2 numbers of life insurance policies bearing number 599556165 and 599565252 on 28.07.2014 and 28.03.2016 respectively. In both the policy, the complainant was registered nominee under section 39 of the Insurance Act, 1938. His father Hrudananda Rout died on 26.12.2018 at District Headquarter Hospital, Keonjhar. Soon after his father's death, the complainant requested the Branch Manager, LIC of India, Barbil to settle the death claim in accordance with the policy terms and condition. On receipt of the claim intimation, the respondent insurer asked him to submit the document mentioned therein including treatment history vide their letter dated 24.01.2020. The complainant duly submitted the required papers. But, no further progress was made by the insurer. On representation to the grievance officer on 21.06.2021 no response was received from the respondent insurer. Finding no other alternative the complainant approached this forum for redressal.

Insurer's Argument:- The Insurer on the other hand submitted that after verification of the relevant records under both the policy, they are considering the death claim under policy no. 599556165 where rules of claim concession is applicable. They are committed to process the death claim after obtaining necessary requirement from the claimant/complainant. Under policy number 599565252, death of the deceased life assured occurred within three years from the issuance of the policy where Section 45 of the Insurance Act empowers the respondent insurer for calling a policy in question on the ground of misrepresentation or suppression of a material fact. At present, the claim process is under active investigation.

19) Reason for Registration of Complaint: - scope of the Insurance Ombudsman Rules 2017. This is a complaint against delay made in settlement of death benefit by the Insurer.

20) The following documents were placed for perusal.

- a) Photo copies of policy documents (first page only)
- b) Photo copy of policy status
- c) SCN by the Insurer.

21) Result of hearing with both parties (Observations & Conclusion) :- On perusal of all the papers, documents submitted and submissions made by both the parties it is observed that the respondent insurer has expressed their readiness to settle the death claim under both the policies (599556165 and 599565252). Hence, the Forum directs the Insurer to make the payment of death claim immediately and intimate the same to Forum within 10 days.

AWARD

Taking into account the facts & circumstances of the case and the submissions made by both the parties and the acknowledgement during the course of hearing, the claim is to be settled immediately under both the policies as agreed by the Respondent Insurer.

The complaint is treated as allowed accordingly.

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

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

Dated at Bhubaneswar on 17th Day of November, 2021.

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

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

**Case of (SIDHARTHA KUMAR SATAPATHY vs LIC OF INDIA.)
COMPLAINT REF: NO: BHU-L-029-2122-0263
AWARD NO: BHU-L-2021-2022-0110**

1.	Name & Address of the Complainant	Mr.Sidhartha Kumar Satapathy C/O-HarekrushnaSatapathy At/Po- Chatua, Kujanga ,Jagatsinghpur.
2.	Policy No: Type of Policy Dt. of Commencement / S.Assured Duration of policy/Premium/Mode	599893508 Life -LIC's JEEVAN RAKSHAK 28.03.2017/ 75,000 15 YERARS / 372.00/ MLY(SSS)
3.	Name of the insured Name of the policyholder	HarekrushnaSatapathy HarekrushnaSatapathy
4.	Name of the insurer	Life Insurance Corporation of India, Cuttack Division. Paradeep Branch Office
5.	Date of Repudiation	16.01.2020
6.	Reason for repudiation	Policy is in lapsed condition
7.	Date of admission of the Complaint	09.09.2021
8.	Nature of complaint	Death Claim not settled.
9.	Amount of Claim	Death Sum Assured
10.	Date of Partial Settlement	N.A
11.	Amount of relief sought	Death Sum Assured
12.	Complaint registered under Rule no: of Insurance Ombudsman Rules	Rule 13 of IO Rules
13.	Date of hearing/place	17.11.2021/ Bhubaneswar

14.	Representation at the hearing	
	• For the Complainant	Sidhartha Kumar Satapathy (over phone)
	• For the insurer	Sunita Panda, AO, LIC, Cuttack(Video on GotoMeet)
15	Complaint how disposed	Under Insurance Ombudsman Rule 17.
16	Date of Award/Order	17.11.2021

17) Brief facts of the case: Mr.Sidhartha Kumar Satapathy , Son of Hare Krushna Satapathy, deceased Life Assured and registered nominee in the above policy (herein after referred to as the complainant) had filed a complaint against Life Insurance Corporation of India, Cuttack Division(herein after referred to as the respondent Insurance company)alleging non consideration of the death claim on the life of the deceased life assured Hare Krushna Satapathy. The complaint falls within the scope of Insurance Ombudsman Rules, 2017 and so it was registered.

18) Cause of complaint:

Complainant's argument: Complainant argued that one policy (LIC's Jeevan Rakshak) with Sum Assured 75,000/- was purchased by his father Sri Hare Krushna Satapathy, the deceased life assured on 28.03.2017 from the present insurer. Sri Hare Krushna Satapathy was an Agent of LIC of India and the premium of the above policy were being deducted from his monthly Commission. Unfortunately, he died on 12.08.2018. The complainant submitted required papers to the Insurer for settlement of the death claim. But, the respondent Insurer unjustifiably repudiated the claim stating that policy was in lapsed condition at the time of death of the life assured. On representation to the grievance officer on 08.06.2020, no satisfactory reply was received. Hence, being aggrieved the complainant approached this forum for redressal.

Insurer's Argument-: The Insurer on the other hand pleaded that the aforesaid policy was under monthly deduction scheme from commission of agents (P A Code:879005). The said policy resulted into an early claim as death of the life assured occurred on 13.08.2018, i.e. within one year and four months of issuance of the policy. As revealed in the status report, monthly premium under the policy was adjusted up to 08/2018 with First Unpaid Premium (FUP) 09/2018 and three numbers of initial premium gaps for the dues 05/2017, 06/2017 and 07/2017. Accordingly, the FUP was shifted back to 06/2018. In this situation the status of policy changed to lapse condition as 13.08.2018 was the date of death of the life assured. The respondent insurer further submitted that the above case is also not qualifying for ex-gratia as per their CO Circular no.CO/CRM/1184/23 dated.16.12.2019 as number of initial premium gaps were exceeding two (2). In consideration of the above, the respondent insurer submitted for dismissal of the complaint.

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

This is a complaint against non-settlement of death benefit by the Insurer.

20) The following documents were placed for perusal.

- a) Photo copy of policy document (first page).
- b) Photo copy of representation sent to the Insurer.
- c) Photo copy of bank pass book.
- d) SCN by the Insurer.

21) Result of hearing with both parties (Observations & Conclusion):- On perusal of all the papers , documents submitted and submissions made by both the parties it is observed that

there is no dispute in the fact that under(SSS) Salary Savings Scheme, the employer directly remits all the amount collected towards insurance to the insurance company . While considering the relationship of employer and the insurance company in the matter of insurance policy under SSS, it is held that the employer acts as an agent of insurance company to collect the premium on its behalf and any lapse on the part of the employer while acting as the agent of the insurance company can be made basis to fix liability on the insurance company. In the present case father of the complainant had taken a policy from the Life Insurance Corporation of India under Salary Saving Scheme, P.A. code.879005. In this particular scheme of deduction from Agents' commission, the respondent insurer had double responsibility of remitting the monthly premium and appropriation of the same towards SSS premium. The respondent insurer had not filed on record any documentary evidence regarding intimation sent to the life assured about non-payment of initial gap premium. On scrutiny of the policy status report, it is found that the respondent insurer had adjusted/appropriated the premium from monthly commission even after receipt of death intimation. It is certain that there was lapsation on the part of the respondent insurer in discharging its responsibility under Salary Saving Scheme. From the Bank pass book copy it is crystal clear that the deceased life assured had received sufficient monthly commission in the initial gap premium period to cover the above premium. Further, in this Salary Saving Scheme L I C of India has been assigned the role of collecting and remitting the premium as an employer and adjusting/appropriating the same towards SSS premium as an insurer. Hence, in no way the deceased life assured can be held liable for the gap premiums. On note of the above, the Forum opined that the respondent insurer should pay the full death benefit under the compliant.

AWARD

Taking into account the facts & circumstances of the case and the submissions made by both the parties and the acknowledgement during the course of hearing, the insurer is directed to pay full death benefit by treating the policy in-force along with refund of excess premium paid.

The complaint is treated as allowed accordingly.

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

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

Dated at Bhubaneswar on 17th Day of November, 2021.

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

**PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, STATE OF ODISHA
(UNDER RULE NO: 16(1)/17of
THE INSURANCE OMBUDSMAN RULES, 2017)
OMBUDSMAN – Shri Suresh Chandra Panda
Case of (Swagat Kumar Mahapatra vs. L I C of India, Bhubaneswar Division.)
COMPLAINT REF: NO: BHU-L-029-2122-0276
AWARD NO: BHU-L-2021-2022-0111**

1.	Name & Address of the Complainant	MrSwagat Kumar Mahapatra B/O-Late Sangram Mahapatra AT/PO- Mahipur, Dist- Nayagarh - 752094
2.	Policy No: Type of Policy D.O.C Policy period S.A , Premium	846934557 LIFE 28.04.2019 25-16 210000 , 4913.00
3.	Name of the insured Name of the policyholder	Late Sangram Mahapatra Late Sangram Mahapatra
4.	Name of the insurer	L I C of India, Bhubaneswar Division
5.	Date of Repudiation	Claim not considered till date
6.	Reason for repudiation	Policy in lapsed condition
7.	Date of admission of the Complaint	17.09.2021
8.	Nature of complaint	Non -payment of death benefit
9.	Amount of Claim	Rs.4,80,000/ +Bonus
10.	Date of Partial Settlement	N.A
11.	Amount of relief sought	Rs.4,80,000/ +Bonus
12.	Complaint registered under Rule no: of Insurance Ombudsman Rules	Rule 13 of IO Rules
13.	Date of hearing/place	17.11.2021/Bhubaneswar
14.	Representation at the hearing	

	a) For the Complainant	Swagat Kumar Mahapatra (over phone)
	b) For the insurer	N C Behera, Manager(Claims), Bhubaneswar Divn. (video on GotoMeet)
15	Complaint how disposed	Under Insurance Ombudsman Rule 17.
16	Date of Award/Order	17.11.2021

17) Brief Facts of the Case- Sri Swagat Kumar Mahapatra, (herein after referred to as the complainant) had filed a complaint against LIC of India, Bhubaneswar Division(herein after referred to as the respondent Insurance company) alleging non settlement of death benefit by the respondent Insurance company. The complaint falls within the scope of Insurance Ombudsman Rules,2017 and so it was registered.

18) Cause of complaint: Non-payment of death benefit under the policy.

Complainant's argument: The deceased life assured Sangram Mohapatra, brother of the complainant Sri Swagat Kumar Mohapatra had purchased a policy bearing no.846934557 from the present Insurer on 28.04.2019. Unfortunately, the life assured died on 29.06.2020 due to accident. The complainant being the registered nominee in the said policy lodged the death claim on 02.01.2021. The respondent Insurer has not settled the claim inspite of submission of all documents. As there was no response for more than six months, he approached this Forum for Redressal.

Insurer's Argument:-

Late Sangram Mahapatra, brother of the complainant Swagat Kumar Mahapatra had taken a policy no. 846934557 for Rs.2,10,000/-. The LA expired on 29.06.2020 in a road accident. On scrutiny it was found that the premium was unpaid since 28.04.2020 and death occurred 2 months 1 day from date of unpaid premium i.e. on 29.06.2020. This implies that the policy was in lapsed condition and thus not eligible for payment of any death benefit. As per policy conditions if policy premium is not paid within days of grace which is 30 days from the due date, then the policy lapses and if death occurs during lapse period, nothing is payable.

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

This is a complaint against non-settlement of claim by the Insurer.

20) The following documents were placed for perusal.

- a) Photo copies of policy document.
- b) Copy of Death certificate
- c) Insurer's reply or SCN

21) Result of hearing with both parties(Observations & Conclusion):- On perusal of all the papers, documents submitted and submissions made by both the parties it is observed that the policy was in lapsed condition at the time of death of the life assured Sri Sangram Mohapatra due to non-payment of premium and hence death claim benefit is not payable as per terms and conditions of the policy. The Forum opines that the complaint is not tenable and is liable to be dismissed.

AWARD

Taking into account the facts & circumstances of the case and the submissions made by both the parties and the acknowledgement during the course of hearing, the Ombudsman directs the complaint to be dismissed.

Dated at Bhubaneswar on 17th November 2021.

SURESH CHANDRA PANDA
INSURANCE OMBUDSMAN
FOR THE STATE OF ODISHA

**PROCEEDINGS OF THE INSURANCE OMBUDSMAN, CHANDIGARH
(Under Rule 13r/w 16 of The Insurance Ombudsman Rules, 2017)**

Insurance Ombudsman: Shri Atul Jerath

Case of Shri Gurcharan Singh Vs Tata AIA Life Insurance Co. Ltd.

Complaint Ref. No.: CHD-L-046-2122-0036

1.	Name & Address of the Complainant	Shri Gurcharan Singh House no. 79 Village & PO- Ghungrali, Tehsil- Samrala, Distt- Ludhiana. Punjab
2.	Policy No: DOC Type of Policy Duration of policy/Policy period	C258913156 , 16.12.2019 Tata AIA Life Guaranteed Return Insurance Plan 12/6
3.	Name of the insured Name of the policyholder	Hardial Kaur Hardial Kaur
4.	Name of the insurer	Tata AIA Life Insurance Co. Ltd
5.	Date of Repudiation	11.12.2020
6.	Reason for repudiation	Policy declined
7.	Date of receipt of the Complaint	13.04.2021
8.	Nature of complaint	Non settlement of claim
9.	Amount of Claim	9,40,000
10.	Date of Partial Settlement	Policy declined and premium Rs 104500 refunded03.01.2020
11.	Amount of relief sought	10,00,000
12.	Complaint registered under Rule no: Insurance Ombudsman Rules, 2017	Rule 13(1)b, Any partial or total repudiation of claim by the life insurer
13.	Date of hearing/place	28.10.2021/ Chandigarh

14.	Representation at the hearing	
	For the Complainant	Shri Gurcharan Singh, the complainant
	For the insurer	Shri Arijit Basu, Sr. Manager-Legal
15.	Complaint how disposed	Recommendation under Rule 16
16.	Date of disposal	08.11.2021

17. Brief Facts of the case: Shri Gurcharan Singh, the nominee (hereinafter, the Complainant) has filed this complaint against Tata AIA Life Insurance Co. Ltd. (hereinafter, the Insurers) alleging that the Insurance Company has not paid the death claim of his Mother and returned the premium paid only.

18. Cause of Complaint:

a) Complainant's argument: The complainant's Mother has purchased the above life Insurance policy from Tata AIA on 10/12/2019. He stated that after some days, his mother expired. The insurance company has not paid the death claim amount and only returned the premium paid 104500. He raised complaint with GRO on 11/11/2020 but no action is taken by Insurance Company. He further stated that they did not want to purchase the policy but the Insurance Company representative has insisted them for purchase of policy. And after death of life assured, the Insurance Company denied the claim. Thus, being aggrieved with the Insurance Company, she has approached this forum to seek relief.

b) Insurers' argument: As per SCN dated 26.04.2021, the company has stated that the Mother of the complainant has approached the sales representative of the Company for obtaining a life insurance cover. On the basis of information, representation and declaration given in proposal form, the above policy was issued and Shri Gurcharan Singh is Nominee in the policy. The status of policy is policy declined. The Company stated that since the issuance of The Company has requested that nominee should submit the death claim intimation on prescribed format so that the claim can be scrutinised by the Company.

19. Reason for Registration of Complaint: Non payment of death claim.

20. The following documents were placed for perusal:

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

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

Case called for hearing, both the parties are present and recall their arguments in para 18 above.

An opportunity was given to the insurer to arrive at an agreement by way of conciliation during the hearing in view of facts narrated by the complainant. The subject policy as per SCN of insurer was in declined status but now the insurer agreed to re-examine the claim once the complainant submits the death claim intimation on prescribed format. Post receipt of the same claim will be scrutinised by the Company. The complainant (nominee) agreed to submit the same and the insurer will scrutinize and process the claim as per policy terms and conditions.

Thus, an agreement of conciliation could be arrived at between the Complainant and the Insurers, which I consider as fair and reasonable for both the parties.

Award

Taking into account the facts & circumstances of the case and the submissions made by both the parties during the course of hearing, the complainant (nominee) to submit the claim papers to Insurance Company and the Insurer to scrutinise and process the claim as per terms and conditions of policy.

Parties should implement this agreement within 30 days.

(Atul Jerath)
Insurance Ombudsman
November 08, 2021

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

Ombudsman: Shri Atul Jerath

**Case of Baljinder Kaur V/S LIC of India
Complaint Ref. No.: CHD-L-029-2122-0196**

1. On 06.05.2021, Smt. Baljinder Kaur (hereinafter, the Complainant) has filed this complaint against LIC of India (hereinafter, the Insurers) alleging nonpayment of death claim under policy no.302638413 on the life of her late husband Sh. Gurdev Singh.
2. This office pursued the case with the respondent Insurance Company vide letter dated 25.05.2021 and called the Self Contained note detailing the facts of the case and para wise comments of the complaint and fixed the case for online hearing on 15.11.2021.
3. Now, the respondent Insurance Company has confirmed to this forum vide le-mail dated 12.11.2021 that death claims under policy no. 302638413 on the life of Sh. Gurdev Singh has been settled vide voucher no. 10149 dated 09.11.2021 in favour of the complainant Smt. Baljinder Kaur and amount of Rs. 100000/- has been credited to her bank a/c. The Insurance Company also requested for the closure of the complaint as the grievance of the complainant is resolved.
4. The complainant has also confirmed regarding the receipt of death claim under the subject policy on calling her registered mobile no.9855313416 and she has also submitted the letter dated 11.11.2021 for withdrawal of her complaint.

5. In view of the above, no further action is required to be taken by this office and the complaint is closed.

(Atul Jerath)
Insurance Ombudsman
15th November, 2021

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

Ombudsman: Shri Atul Jerath

**Case of Manjit Singh V/S LIC of India
Complaint Ref. No.: CHD-L-029-2122-0112**

1.	Name & Address of the Complainant	Sh. Manjit Singh, House No. 592 L, Model Town, Ludhiana, Punjab, 141003. Mobile No.: 9872000592
2.	Policy No: Type of Policy Duration of policy/Policy period	302296975/15.04.2013 LIC's Jeevan Anand 149-58-25, S A- 500000/- Premium Rs.23670/-YLY
3.	Name of the insured Name of the policyholder	Harpreet Kaur (W/o the Complainant) do
4.	Name of the insurer	LIC of India
5.	Date of Repudiation	06.06.2020
6.	Reason for repudiation	Policy was in lapse condition on date of death and only paid up value was payable and not the Sum Assured.
7.	Date of receipt of the Complaint	16.04.2021
8.	Nature of complaint	Premium could not be paid due to lock down and the Death Claim denied.
9.	Amount of Claim	Rs. 500000/-
10.	Date of Partial Settlement	06.06.2020, Rs. 269000/- minus Rs.66000+3187 O/s loan
11.	Amount of relief sought	Rs. 500000/- and Rs. 200000/- mental harassment
12.	Complaint registered under Rule no. of IO Rules 2017	13(1)(b)- any partial or total repudiation of claims by the life insurers
13.	Date & Place of Hearing	15.11.2021/ online hearing
14.	Representation at the hearing	
	a) For the Complainant	Sh. Manjit Singh, the Complainant
	b) For the Insurer	Sh. Sant Ram Singh, Manager(Legal) DO Ludhiana
15.	Complaint how disposed	Award under rule 17
16.	Date of disposal	25.11.2021

17. Brief Facts of the case: Sh. Manjit Singh (hereinafter, the Complainant) has filed this complaint against LIC of India (hereinafter, the Insurers) alleging denial of full death claim on the life of his wife Smt. Harpreet Kaur who was insured under policy no.302296975.

18. Cause of Complaint:

a) Complainant's argument: The Complainant's wife was insured under policy no.302296975 and she died on 18.04.2020 due to sudden heart attack. The complainant has stated that due to financial problems he had decided to pay the yearly premium due on 15.04.2019 under this policy by the third week of March 2020 because it could have been paid up to 14.04.2020 by spot revival. The lock down was declared and he could not pay the premium due on 15.04.2019 as per his planning because all the offices of the LIC were closed. The Insurance Company has paid only the paid value under this policy and denied for full Sum Assured of Rs. 500000/-. He has filed the complaint with the Insurers for payment of full claim but they have not given any suitable reply. Feeling aggrieved with the Insurers, he has approached this forum to seek relief.

b) Insurers' argument: The Insurers have, vide SCN dated 18.05.2021, stated that the Policy No. 302296975 was issued in the name of Smt. Harpreet Kaur with the date of commencement 15.04.2013 for SA Rs. 500000/- under Table and Term 149-58-25. The first unpaid premium under the said policy was 15.04.2019 and the life assured reported died on 18.04.2020. Thus the policy was in lapse condition as on the date of death. As per the policy conditions, the policy can be revived within one year from the last unpaid premium i.e. 15.04.2019, but the policy holder did not pay the due premium till the date of death. The claim concession period is within one years of last unpaid premium hence full sum assured of Rs. 500000/- was not payable. As per covid-19 guidelines grace period was extended for all policies where premium was due in March 2020 up to May31, 2020. The Covid- relaxations did not apply to the said policy as the premium was due on 15.04.2019. As per the terms and conditions of the policy they have released the paid up value of Rs. 269000/- after deducting the o/s loan and loan interest of Rs. 69187/- (P L-Rs. 66000/- Int. Rs. 3187/-) to registered nominee Sh. Manjit Singh complainant on 06.06.2020 and now nothing is payable under this policy.

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

20. The following documents were placed for perusal:

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

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

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

It has been observed that the death claim under the subject policy was rejected and admitted only for paid up value by the Insurance Company due to the fact premium due on 15.04.2019 was not paid and the policy was in lapsed condition on the date of death of the Life Assured. The complainant who is husband and nominee of the DLA under this policy has also agreed with the fact that premium due for 15.04.2019 was not paid but his only contention is that due to financial problems he had decided to pay the yearly premium due on 15.04.2019 under this policy by the third week of March 2020 because it could have been paid up to 14.04.2020 by spot revival. The lock down was declared and he could not pay the premium due on 15.04.2019 as per his planning before the death of his wife because all the offices of the LIC were closed.

The contention of the Insurance Company that premium due on 15.04.2019 was not paid and the policy was lapsed on the date of death of life assured on 18.04.2020 therefore only the paid

up value is paid as the policy did not come under claim concession which was available up to 14.04.2020. The relaxations given by IRDAI for extending the grace period for payment of premium due to Covid-19 were also not applicable in this case because as per IRDAI circular ref: IRDAI/Life/CIR/Misc/114/05/2020 dated 09.05.2020 grace period was extended for all policies where premium was due in March 2020 up to 31.05.2020.

As such, it is evident from the record that the policy was in lapsed condition on the date of death of Life Assured therefore the decision of the Insurers under the circumstances is as per policy terms and conditions and does not warrant any interference. Accordingly the complaint is rejected.

Award

Taking into account the facts & circumstances of the case and the submissions made by the both the parties during the course of on line hearing, there is no need for any interference and the complaint is rejected.

Hence, the complaint is treated as closed

(Atul Jerath)
Insurance Ombudsman
25th November, 2021

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

Ombudsman: Shri Atul Jerath

Case of Mukesh V/S LIC of India

Complaint Ref. No.: CHD-L-029-2122-0110

1.	Name & Address of the Complainant	Smt. Mukesh wd/o Late Sh. Bijender Vijay Nagar, Near Holi Heart School, Jind, Haryana-127041 Mobile No.: 9817727190
2.	Policy No: Type of Policy Duration of policy/Policy period	479426027/28.06.2017 LIC's Bima Diomond 841-20, S A- 500000/- Premium Rs. 10219/-Qly
3.	Name of the insured Name of the policyholder	Bijender (h/o the Complainant) do
4.	Name of the insurer	LIC of India
5.	Date of Repudiation	01.09.2020
6.	Reason for repudiation	Policy was revived one day before when the LA committed suicide and only 80% of premiums are payable as per policy conditions and not the Sum Assured .
7.	Date of receipt of the	15.04.2021

	Complaint	
8.	Nature of complaint	Denied Death Claim under this policy
9.	Amount of Claim	Rs. 500000/-
10.	Date of Partial Settlement	31.08.2020.Rs. 64282/- refunded being 80% of premiums paid
11.	Amount of relief sought	Rs. 500000/-
12.	Complaint registered under Rule no. of IO Rules 2017	13(1)(b)- any partial or total repudiation of claims by the life insurers
13.	Date & Place of Hearing	15.11.2021/ online hearing
14.	Representation at the hearing	
	For the Complainant	Smt. Mukesh, the Complainant
	For the Insurer	Smt. Anju Dhawan, Manager (CRM) DO Karnal
15	Complaint how disposed	Award under rule 17
16	Date of disposal	15.11.2021

17. Brief Facts of the case: Smt. Mukesh (hereinafter, the Complainant) has filed this complaint against LIC of India (hereinafter, the Insurers) alleging denial of full death claim on the life of her husband Sh. Bijender who was insured under policy no. 479426027.

18. Cause of Complaint:

a) Complainant's argument: The Complainant's husband was insured under policy no. 479426027 and he died on 16.07.2019. She has filed the claim with the office of the corporation and they have not paid the full death claim to her. The complainant has submitted that her husband was the only bread earner in the family and her father and mother-in-law are sick and her children are also minor. She has filed the complaint with the Insurers but they have not given any suitable reply. Feeling aggrieved with the Insurers, she has approached this forum to seek relief.

b) Insurers' argument: The Insurers have, vide SCN dated 05.11.2021, stated that the Policy No. 479426027 was issued in the name of Smt. Bijender with the date of commencement 28.06.2017 for SA Rs. 500000/- under Table and Term 841-20-12 for quarterly premium of Rs. 11219/- (+taxes). The life assured reported died on 16.07.2019 by the nominee Smt. Mukesh. The quarterly premium due under this policy on 28.03.2019 was to be paid within days of grace period of one calendar month/30days but this premium was deposited on 15.07.2019 i.e. after the grace period. As such the payment of premium made after the days of grace shall be treated as revival hence the suicide clause was applicable under this policy.

As per suicide clause, if the life assured commits suicide within 12 months from the date of revival, the policy shall be void and the Corporation will not entertain any other claim under the policy except for an amount which is higher of (i) 80% of the premiums paid till the date of death excluding any taxes, extra amount (if charged) and rider premiums other than term assurance rider, if any or the surrender value, shall be payable. In this case the life assured Sh. Bajinder Singh had committed suicide, therefore the policy had become void in terms and conditions of policy contract and therefore nothing was payable there under. Therefore the Corporation had not entertained any claim under the policy except to the extent of 80% of the

premiums paid till date of death amounting to Rs. 64282/- has been refunded to the nominee on 31.08.2020 and the same was also conveyed to her vide letter dated 01.09.2020.

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

20. The following documents were placed for perusal:

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

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

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

The Complainant states that her husband Shri Bijender (the deceased life assured) was quite healthy with no ailments at the time of taking the policy found dead in the morning.

The deceased life assured had taken the subject policy on his life on 28.06.2017. The quarterly premium due on 28.03.2019 was paid after the grace period (28.04.2019) on 15.07.2019. He died on 16.07.2019. As the death was within less than three years of the issue of the policy, the Insurers conducted investigation into the claim. The investigation led to conclusion that the deceased life assured was died due to poisoning and it may be case of suicide. This fact was also confirmed by an affidavit given by wife of the insured Smt. Mukesh dated 14.11.2019. The Insurers is able to produce an affidavit dated 14.11.2019 executed by the complainant Smt. Mukesh who is also nominee of the deceased life assured stating that her husband committed suicide on dated 16.07.2019 and neither the police was informed nor the PMR was conducted. She has also admitted this fact during the hearing of the case.

Since the premium was paid by the insured after the grace period it was treated as revival of the policy for the purpose of applicability of suicide clause. The insurer has based their decision of repudiation of death claim on account of suicide in subject case and paying only 80% of premium paid till the date of death as per the Board approved underwriting policy of the company reiterated in circular reference CO/CRM/1190/23 dated 24.01.2020.

Therefore, the Insurers were justified in concluding that the deceased life assured had committed suicide and the policy was revived on 15.07.2019 by paying the premium which was due on 28.03.2019. Pursuantly, the repudiation of the death claim and paying only 80% of the premiums paid till the date of death by the Insures was justified and the complaint deserves to be rejected.

Award

Taking into account the facts & circumstances of the case and the submissions made by the both the parties during the course of online hearing, there is no need to interfere with the decision of the insurer and the complaint is dismissed. Hence, the complaint is treated as closed

(Atul Jerath)
Insurance Ombudsman
15th November, 2021

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

Ombudsman: Shri Atul Jerath

**Case of Neena Devi V/S LIC of India
Complaint Ref. No.: CHD-L-029-2122-0103**

1.	Name & Address of the Complainant	Smt. Neena Devi, W/o Late Sh. Surinder Kumar, House No. 54, VPO- Pharal, Kaithal, Haryana- 136021 Mobile No.: 8053722849
2.	Policy No: Type of Policy Duration of policy/Policy period	119341614/28.04.2018 843-20-20 S A- 150000/- Premium Rs. 5698/- YLY
3.	Name of the insured Name of the policyholder	Surinder Kumar (H/o the Complainant) do
4.	Name of the insurer	LIC of India
5.	Date of Repudiation	18.11.2020
6.	Reason for repudiation	LA was a k/c/o PTB and was suffering from TB prior to Insurance (Suppression of material facts)
7.	Date of receipt of the Complaint	15.04.2021
8.	Nature of complaint	Death Claim wrongly denied, LA was enjoying good health at the time of Insurance.
9.	Amount of Claim	Rs. 150000/-
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Death Claim payable under the policy
12.	Complaint registered under Rule no. of IO Rules 2017	13(1)(b)- any partial or total repudiation of claims by the life insurers
13.	Date & Place of Hearing	15.11.2021/ online hearing
14.	Representation at the hearing	
	For the Complainant	Smt. Neena Devi, the Complainant
	For the Insurer	Smt. Anju Dhawan, Manager(CRM) DO Karnal
15.	Complaint how disposed	Award under rule 17
16.	Date of disposal	15.11.2021

17. Brief Facts of the case: Smt. Neena Devi (hereinafter, the Complainant) has filed this complaint against LIC of India (hereinafter, the Insurers) alleging wrong denial of the death claim on her husband Shri Sinder Kumar who was insured under policy no. 119341614.

18. Cause of Complaint:

a) Complainant's argument: The Complainant's husband was insured under policy no. 119341614 on 08.08.2018 and at that time he was enjoying good health and was not suffering from any disease. Six years before taking this policy he got the treatment of TB and after treatment his TB report was negative. He was admitted in PGI, Chandigarh on 05.07.2019 due to sudden blood vomiting and after two days his health improved and he was discharged. The

TB report of her husband was negative on 06.09.2019 but unfortunately he died at home on 28.12.2019 due to sudden heart attack. She has filed the death claim with the Insurers but they have repudiated the death claim. Feeling aggrieved with the Insurers, she has approached this forum to seek relief.

b) Insurers' argument: The Insurers have, vide SCN dated 18.05.2021, stated that the Policy No. 119341614 was issued in the name of Sh. Surender Kumar S/O Sh. Banwari Lal with the date of commencement 28.04.2018 for sum assured Rs. 150000/- on the basis of proposal form dated 08.08.2018. The first unpaid premium was 28.04.2020 and the life assured reported died on 28.12.2019. Being an early death claim the Competent Authority has reviewed the claim under the provisions of section 45, of Insurance Act, 1938 and repudiated the claim as they have the evidence and reasons to believe that life assured was a k/c/o PTB and was suffering from TB prior to Insurance for which he had consulted a medical man and had taken the treatment in the hospital. The policyholder did not however disclose these facts in his proposal form instead gave false answers therein. This suppression of material facts fraudulently, which have had a bearing on granting of risk, was clearly done with intent to deceive the corporation. Hence it has been decided by the competent authority to repudiate all the liabilities under this policy and all moneys received by the corporation under stands forfeited in terms of policy terms and conditions and this decision was informed to the claimant vide letter dated 18.11.2020. The ZOCDRC also upheld the repudiation decision vide letter dated 31.01.2021 on an appeal by the claimant.

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

20. The following documents were placed for perusal:

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

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

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

The Complainant states that her husband Shri Surinder Singh (the deceased life assured) was quite healthy with no ailments at the time of taking the policy.

The deceased life assured had taken the subject policy on the basis of proposal form dated 08.08.2018. In the policy proposal form, he had declared that he was in good health and not suffering from any ailments from the last five years. He died on 28.12.2019. As the death was within less than two years of the issue of the policy, the Insurers conducted investigation into the claim. The investigation led to conclusion that the Complainant was suffering from TB prior to the insurance of this policy for which he had taken medical consultant and the treatment in the hospital.

This was based on the PGIMER Hospital, Chandigarh record dated 05.07.2019, which note that he was known case of PTB from 6 years back. In view of facts narrated above, observations and conclusions during the hearing it is evident that deceased life assured was a known case of PTB and suffering from TB prior to insurance for which he had taken treatment in a hospital. He did not however disclose these facts in his proposal form, instead gave false answers therein.

This suppression of material facts fraudulently, which had a bearing the granting of risk, was clearly done with intent to deceive the corporation. Hence it has been decided by competent authority to repudiate all the liabilities under the captioned policy and all the money received by the corporation stands forfeited as per policy terms and conditions. The decision of Divisional competent authority was informed to the claimant vide registered letter dated 18.11.2020.

An appeal against this decision was made to Zonal Office claims Dispute Redressal Committee (ZOCDRC) by the claimant. But the ZOCDRC after examining the facts upheld the repudiation decision of the divisional office and the same was informed to the claimant vide registered letter dated 30.01.2021.

Accordingly the repudiation of death claim and forfeiture of premiums by the insurer was justified and complaint deserves to be rejected.

Award

Taking into account the facts & circumstances of the case and the submissions made by the both the parties during the course of online hearing, there is no need to interfere with the decision of the insurer and the complaint is dismissed. Hence, the complaint is treated as closed

(Atul Jerath)
Insurance Ombudsman
15th November, 2021

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

Ombudsman: Shri Sudhir Krishna

Case of Jyoti Sachdeva versus SBI Life Insurance Co. Ltd.

Complaint Ref. No.: DEL-L-041-2122-1119

Complaint Ref. No.: DEL-L-041-2122-1120

1.	Name & Address of the Complainant	Smt. Jyoti Sachdeva, B-704, Winter Hills Apartments, Opposite Metro Pillar 769, Dwarka Mor, Sewak Park, New Delhi -110059
2.	Policy No. Type of Policy Policy Term/Premium Paying Term	1K 457419006 & 1K 563564102 Life Insurance 12 years/07 years: Each Policy
3.	Name of the Insured Name of the Policy Holder	Vipin Sachdeva Vipin Sachdeva
4.	Name of Insurer	SBI Life Insurance Co. Ltd.
5.	Date of Rejection	06.04.2021
6.	Reason for Grievance	Repudiation of Death Claim
7.	Date of receipt of the Complaint	08.10.2021.

8.	Nature of Complaint	Repudiation of Death Claim
9.	Amount of Claim	Rs. 1000000/- under each policy
10.	Date of Partial Settlement	27.03.2021
11.	Amount of Partial Settlement	Rs.100000/- under each policy (Refund of premium paid)
12.	Amount of relief sought	Rs. 1000000/- under each policy
13.	Complaint registered under Rule no.: Insurance Ombudsman Rules, 2017	13(1)(d) misrepresentation of policy terms and conditions at any time in the policy document or policy contract
14.	Date of hearing	16.11.2021
	Place of hearing	Online Video Conferencing via Cisco WebEx App
15.	Representation at the hearing	
	For the Complainant	1. Smt. Jyoti Sachdeva, the Complainant 2. Shri Mayank Sachdeva, s/o the Complainant
	For the Insurer	Smt. Anjali Chahar, Associate Vice President (CRM)
16.	Date of Award/Order	Award under Rule 17/ 16.11.2021

17. Brief Facts of the Case: Smt. Jyoti Sachdeva (hereinafter referred to as the Complainant) has filed this complaint against the decision of the SBI Life Insurance Co. Ltd. (hereinafter referred to as the Insurers or the Respondent Insurance Company) alleging unfair repudiation of Death Claim under the subject policies number 1K457419006 and 1K 563564102.

18. Cause of Complaint:

a) Complainant's Argument: The subject policies were sold to her husband Shri Vipin Sachdeva on 28.07.2020 and 31.08.2020, who paid one annual premium and passed away on 01.01.2021. His wife who is not the nominee and the Complainant applied for the death claim against his policy, which she did not get. It was some primary diagnosis and sudden ailments, which led to his death and he did not have any symptoms before and he had disclosed that he used to take 30 ml of alcohol per week. She applied to the Insurer on 05.05.2021 seeking death claim under this policy after getting the Claim Decision Letter but her requests have been rejected. Hence, she has now approached this forum for relief.

b) Insurer's Argument: The Insurers vide SCN of 29.10.2021 have stated that the said policies were issued to

Case of Jyoti Sachdeva versus SBI Life Insurance Co. Ltd.

Complaint Ref. No.: DEL-L-041-2122-1119

Complaint Ref. No.: DEL-L-041-2122-1120

the deceased life assured (DLA) Shri Vipin Sachdeva in July 2020 and August 2020, upon receipt of duly signed Proposal Forms and Application forms wherein he had stated that he was not suffering from any diseases. He died on 01.01.2021 and they received the death claim. During the assessment of the death claim, it was found that the DLA was suffering from liver disease prior to commencement of these policies. The suppressed fact was material to the issuance of

the policies and amounted to fraud. Resultantly, the repudiated the death claim, but refunded the premium received to the nominee.

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

20. The following documents were placed for perusal:

- a) Copy of complaint.
- b) Self Contained Note of the Insurers.
- c) Policy documents.
- d) Rejection Letter.

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

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

The subject policies were issued to the deceased life assured (DLA) Shri Vipin Sachdeva in July 2020 and August 2020, respectively. In the Proposal Forms, he had declared no PED of Liver. He died on 01.01.2021, which was about 5 months after issuance of the policies, and thereafter the Insurers received the death claim. Upon conducting investigation into the claim, the Insurers found medical documents that indicated that the DLA was suffering from chronic liver disease (CLD), which he did not disclose in the Proposal Forms and therefore they repudiated the death claim after refunding the premium amount received to the nominee. The Insurers had come to this conclusion based on an investigation conducted into the death claim. The Investigator had consulted the various hospitals, family members, office, and neighbours of the DLA and submitted his report. The documents submitted by the Insurers and the Investigator note that the DLA suffered from CLD, but all the documents relied upon by the Investigator are dated post issuance of the subject policies and no document indicates that he was suffering from CLD from any particular date/month/year prior to the issuance of the subject policies. In these circumstances, the outright rejection of the death claim was not justified and the claim would be justifiably settled on non-standard basis at 50 percent of the sum insured, less the amount already paid to the nominee by the Insurers. The complaint deserves to be allowed partially accordingly.

Award

The complaints are allowed partially and the Insurers are directed to settle the claim on non-standard basis at 50 percent of the sum insured, less the amount already paid to the nominee, within 30 days.

(Sudhir Krishna)
Insurance Ombudsman
November 16, 2021

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

Ombudsman: Shri Sudhir Krishna

Case of Jagan Devi versus Future Generali Life Insurance Co. Ltd.

Complaint Ref. No.: DEL-L-017-2122-1190

1.	Name & Address of the Complainant	Smt. Jagan Devi (Nominee), H. No. 41, Gali No. 3, Ankur Enclave Phase-2, DLF Loni, Ghaziabad- 201102
2.	Policy No. Type of Policy Policy Term/Premium Paying Term	ML000006/32697 Life Insurance – Group Term Plan (Home Loan) 5 years / 5 years
3.	Name of the Insured Name of the Policy Holder	Sardar Singh Sardar Singh
4.	Name of Insurer	Future Generali Life Insurance Co. Ltd.
5.	Date of Rejection	29.02.2020
6.	Reason for Grievance	Repudiation of Death Claim
7.	Date of receipt of the Complaint	13.10.2021
8.	Nature of Complaint	Repudiation of Death Claim
9.	Amount of Claim	Rs. 7,10,000/-
10.	Date of Partial Settlement	N.A.
11.	Amount of Partial Settlement	N.A.
12.	Amount of relief sought	Rs. 7,10,000/-
13.	Complaint registered under Rule no: Insurance Ombudsman Rules, 2017	13(b) any partial or total repudiation of claims by the life insurer, General insurer or the health insurer.
14.	Date of hearing Place of hearing	23.11.2021 Online Video Conferencing via Cisco WebEx App
15.	Representation at the hearing	
	For the Complainant	1. Smt. Jagan Devi, the Complainant (nominee) 2. Shri Gurdeep Kumar, s/o the Complainant
	For the Insurer	Shri Raktim Chowdhury, Senior Executive (Legal & Compliance)
16.	Date of Award/Order	Award under Rule 17/23.11.2021

21. Brief Facts of the Case: Smt. Jagan Devi (hereinafter referred to as the Complainant) has filed this complaint against the decision of the Future Generali Life Insurance Co. Ltd. (hereinafter referred to as the Insurers or the Respondent Insurance Company) alleging wrong repudiation of death claim under the subject policy bearing number ML000006/32697.

22. Cause of Complaint:

a) Complainant's Argument: The subject policy was purchased by Late Shri Sardar Singh, husband of the Complainant on 30.03.2019 against Home Loan security. The late Shri Sardar Singh left home with two lakh rupees to purchase buffalo from Haryana on 22.08.2019 at 9 A.M and she got intimation of his death from Delhi Police on 25.08.2019, the cause of death was

drowning in Yamuna River. She also alleged that his body was found with two broken teeth, blood stained towel, shoe with mud and was murdered by someone for money. When she being the nominee filed death claim to the Insurers, they rejected her claim on 29.02.2020 due to suicide as a result of drowning. She applied for reconsideration of the decision on 13.09.2021, but did not get any response. Now, she has approached this forum for relief.

Case of Jagan Devi versus Future Generali Life Insurance Co. Ltd.

Complaint Ref. No.: DEL-L-017-2122-1190

b) Insurer's Argument: The Insurers vide SCN dated 09.11.2021 have stated that the subject group insurance policy bearing number ML000006/32697 was issued on 30.03.2019 against loan financed by AU Bank. The Complainant (nominee) submitted the claim intimation on 20.01.2020 informing about the demise of DLA. Since, the death of life assured occurred within 01 years from date of issuance of the policy. Hence an investigation was conducted and it was found that the DLA a habitual alcohol consumer, under heavy debt had committed suicide by jumping off from the signature bridge into the Yamuna River and as per PMR report the cause of death is asphyxia as a result of Ante-Mortem Drowning. Thus considering all the forgoing facts, which transpired during the investigation, the Company repudiated the claim. Hence, her request for death claim payment could not be accepted.

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

24. The following documents were placed for perusal:

- d) Copy of complaint.
- e) Self Contained Note of the Insurers.
- f) Policy documents and correspondence between Insurer and Complainant.

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

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

The Complainant states that her husband was hypnotized by someone and therefore was unaware of his movement and fall from the Yamuna Bridge. However, the Police General Diary (GD) has very clearly described the situation leading to the death of the insured. As per the GD, the insured was moving in an inebriated state on the Yamuna Bridge, he took out his mobile phone and shoes and jumped into the river. Subsequently, his son had called on the same mobile and the call was received by the Police ASI. The Complainant's son, who is present during the hearing today, admits having made this call. In these circumstances, it is concluded that the deceased insured had died due to suicide and hence the Insurers were justified in repudiating the death claim. Pursuantly, the complaint shall deserve to be rejected.

Award

The complaint is rejected.

(Sudhir Krishna)
Insurance Ombudsman
November 23, 2021

PROCEEDINGS OF THE INSURANCE OMBUDSMAN, DELHI
(Under Rule 13 r/w 16 of the Insurance Ombudsman Rules, 2017)

Ombudsman: Shri Sudhir Krishna

Case of Jagjeet Kaur versus PNB MetLife India Insurance Co. Ltd.
Complaint Ref. No.: DEL-L-033-2122-1241

1.	Name & Address of the Complainant	Smt. Jagjeet Kaur, W/o Avtar Singh, D-6, Kamla Nagar, Delhi-110007
2.	Policy No. Type of Policy Policy Term/Premium Paying Term	22466798 Life Insurance 30/10
3.	Name of the Insured Name of the Policy Holder	Avtar Singh Avtar Singh
4.	Name of Insurer	PNB MetLife India Insurance Co. Ltd.
5.	Date of Rejection	31.03.2021
6.	Reason for Grievance	Repudiation of death claim
7.	Date of receipt of the Complaint	21.10.2021.
8.	Nature of Complaint	Repudiation of death claim
9.	Amount of Claim	Rs. 7,00,000/-
10.	Date of Partial Settlement	N.A.
11.	Amount of Partial Settlement	N.A.
12.	Amount of relief sought	Rs. 7,00,000/-
13.	Complaint registered under Rule no.: Insurance Ombudsman Rules, 2017	13(1)(b) any partial or total repudiation of claims by the life insurer, General insurer or health insurer
14.	Date of hearing Place of hearing	30.11.2021. Online Video Conferencing via Cisco WebEx App
15.	Representation at the hearing	
	For the Complainant	Smt. Jagjeet Kaur, the Complainant
	For the Insurer	1. Shri Arijit Basu, Senior Manager 2. Smt. Priya Dwivedi, Deputy Manager (Legal)
16.	Date of Award/Order	Recommendation under Rule 16/ 30.11.2021

25. Brief Facts of the Case: Smt Jagjeet Kaur (hereinafter referred to as the Complainant) has filed this complaint against PNB MetLife India Insurance Co. Ltd. (hereinafter referred to as the Insurers or the Respondent Insurance Company) alleging wrong repudiation of death claim under the subject policy number 22466798.

26. Cause of Complaint:

a) Complainant's Argument: The subject policy was issued on life of her husband Shri Avtar Singh who expired on 12.12.2020. At the time of taking insurance her husband was healthy and medical was done by the Insurers at the time of issuing policy. She had approached the Insurers for settlement of claim but the same was rejected by them vide mail dtd.31/03/2021. She again

represented the matter on 11/08/2021, but no reply was given by the company. Now she has approached this forum for relief.

Case of Jagjeet Kaur versus PNB MetLife India Insurance Co. Ltd.
Complaint Ref. No.: DEL-L-033-2122-1241

b) Insurer's Argument: The Insurers vide SCN dated 21.11.2021 have stated that the said policy was issued on 13.02.2018. During the course of investigation of the subject death claim, it was noticed that LA'S death was due to CAD for which he had taken treatment from Ridge Heart Centre, Delhi. He was admitted in the hospital on 14.02.2007 and discharged on 20.02.2007 and was diagnosed –CAD Acute- Ant wall MI PTCA+stent to LAD. Despite knowing that deceased LA was suffering from Acute Anterior Wall Myocardial Infarction and had undergone PTCA for CAD prior to the policy issuance, it was not disclosed in the proposal form on 05/02/2018. As such insurance company is not liable to pay the claim as per terms and conditions of the policy.

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

28. The following documents were placed for perusal:

- g) Copy of complaint.
- h) Self Contained Note of the Insurers.
- i) Policy documents.

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

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

At this stage, the Insurers offer to make a payment of the premium amount collected so far to the nominee, in full and final settlement of the matter. The Complainant accepts this offer. Thus an agreement of conciliation could be arrived at between the Complainant and the Insurers, which I consider as fair and reasonable for both the parties.

Award

The complaint is resolved in terms of the agreement of conciliation arrived at between the Complainant and the Insurers. Accordingly, the Insurers shall make a payment of the premium amount collected so far to the nominee, in full and final settlement of the matter.

Parties should implement this agreement within 30 days.

(Sudhir Krishna)
Insurance
Ombudsman
November 30, 2021

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

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

OMBUDSMAN - SHRI N.SANKARAN

Case between: Mr.B.Lavanya.....Complainant

Vs

M/s HDFC Life Insurance Company LtdRespondent

Complaint Ref. No. HYD-L-019-2122-0694

Award No. IO/HYD/A/LI/0144 /2021-22

1.	Name & address of the complainant	Mrs.B.Lavanya H.No.1-41, Nachanyellapur Thanda, Kaddam, Nirmal – 504203. TELANGANA.
Flat	Policy No./Collection No. DOC Type of Policy Policy term/Premium paying period	23169278 07-11-2020 HDFC Life Sanchay Par Advantage 71 Years/ 8 years
3.	Name of the Policy holder	Late Mr. Banavath Narendar
4.	Name of the insurer	HDFC Life Insurance Company Ltd
5.	Date of Rejection by Insurer	Not issued.
6.	Reason for Rejection	Non-disclosure of history of health
7.	Date of receipt of the Complaint	13/09/2021
8.	Nature of complaint	Repudiation of death claim
9.	Amount of Claim	Rs.25,00,000/-
10.	Date of Partial Settlement	NIL
11.	Amount of Relief sought	Rs.24,70,588/-
12.	Complaint registered under	Rule No 13 (1)(b) of Insurance Ombudsman Rules
13.	Date of hearing/place	26-11-2021/Hyderabad
14.	Representation at the hearing	
	a) For the complainant	Self

	b) For the insurer	Mr.VInay Prakash, Manager, Legal
15.	Complaint how disposed	Disposed off
16.	Date of Order/Award	29-11-2021

17) Brief Facts of the Case:

Mrs.B.Lavanya filed a complaint stating that, her husband Late Mr. B.Narender's Death Claim was rejected by HDFC Standard Life Insurance Co.

The complaint falls within the scope of the Insurance Ombudsman Rules, 2021 and so it was registered.

18) Cause of Complaint: Repudiation of death claim.

(a) Complainant's argument:

The complainant Mrs. Banavath Lavanya submits that her husband Late Mr.Banavath Narendar had taken HDFC Life Sanchay Par Advantage policy on 07.11.2020 bearing Policy No.23169278. Unfortunately he passed away on 07/02/2021 with jaundice. When applied for the death claim, the insurer without settling the death claim refunded the premium paid and no rejection letter was issued. Complainant requests for payment of death claim.

b) Insurer's argument:

Insurer submitted Self contained note on 26/11/2021. Insurer submits that the company received claim under the said policy within 3 months from the policy inception. On discreet enquiry insurer found that deceased life assured had taken a policy bearing No. NP012010156005 from ShriRam Life Insurance Company Ltd. on 28/10/2020. Proposal No.433529 applied with Exide Life Is. Co. was declined at underwriting stage. These details were not disclosed at proposal stage. Policy coverage was provided to Late Mr.Banavat Narendar on the basis of the declarations made in the proposal form and if this vital information would have been declared, then the policy would not have been issued. Insurer states that the claim is not admissible under the terms and conditions of the policy and requests for dismissal of the complaint.

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

20) The following documents were placed for perusal.

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

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

Pursuant to the notices issued by this office both the parties attended the online hearing held at Hyderabad on 26-11-2021. During the hearing the complainant and the representative of the respondent Insurance Company were asked to clarify whether the complainant had taken up the matter with the Claims Review Committee of Insurance Company and the Claims Review Committee has given decision on the matter. It was submitted by the representative of respondent Insurance Company's representative that the complainant had not approached the Claims Review Committee and had approached directly the Insurance Ombudsman. Considering the above, the complainant was advised to take up the matter with the Claims

Review Committee as mentioned in the Insurance Company's letter dated 22-03-2021. Accordingly the complaint is disposed off.

Award

Taking into account the facts and circumstances of the case and submissions made by both the parties, the complainant is advised to take up the matter with the Claims Review Committee of the Respondent Insurance Company.

In result, the complaint is disposed off.

Dated at Hyderabad on the 29th day of November, 2021

(N.SANKARAN)

INSURANCE OMBUDSMAN

FOR THE STATES OF A.P. TELANGANA AND CITY OF YANAM

PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, STATES OF A.P., TELANGANA & YANAM
(Under Rule 16(1)/17 of Insurance Ombudsman Rules, 2017)

Ombudsman – Shri N.Sankaran,

Case between: Mrs. B Naga Rani..... Complainant

Vs

M/s LIC of India, Kadapa Division Respondent

Complaint Ref. No. HYD-L-029-2122-0625

Award No. :I.O./HYD/A/LI/0132 /2021-22

1.	Name & address of the complainant	Mrs. B Naga Rani W/o Late Sri B.C. Veerabrahmam Reddy Nosamvari Palli(V) R.G. Palli Muddanur(Po &M), Kadapa Andhra Pradesh-516380
2.	Policy No./Collection No. Type of Policy, DOC Duration of Policy/Policy period	656970589 Jeevan mitra triple cover Endowment Plan, DOC: 27.12.2013,133-25 , yearly-Rs.5833/- DOC -6 years1 months 11 days, Revival -1 Years 1 Month 4 days
3.	Name of the insured & Policy Holder	Late Sri B.C. Veerabrahmam Reddy
4.	Name of the insurer	M/s LIC of India, Kadapa Division
5.	Date of Repudiation	12.10.2020
6.	Reason for repudiation	Non-disclosure of material fact
7.	Date of receipt of the Complaint	13.09.2021
8.	Nature of complaint	Death claim not settled
9.	Amount of Claim	Rs.100000/-
10.	Date of Partial Settlement	Nil
11.	Amount of Relief sought	Rs.300000/-
12.	Complaint registered under Rule No.13 (b) of Insurance Ombudsman Rules, 2017	Any partial or total repudiation of claims by the life insurer, general insurer or the health insurer.
13.	Date of hearing/place	16.11.2021/ Hyderabad

14.	Representation at the hearing	
	a) For the complainant	Mrs. B Naga Rani
	b) For the insurer	Ms. S Sravanamma
15.	Complaint how disposed	Partly allowed
16.	Date of Order/Award	22.11.2021

17) Brief Facts of the Case: Mrs. B. Naga Rani filed a complaint stating that the insurer LIC of India, had not settled the death claim, on the policy no. 656970589 of her husband. The complaint falls within the scope of the Insurance Ombudsman Rules 2017 and so it was registered. Hence the complaint.

18) Cause of Complaint: Repudiation of death claim.

a) Complainants argument: The complainant submitted that her husband took insurance policies bearing numbers 656970589 from LIC of India. He expired on 8.2.2020 due to heart attack. When she preferred death claim under the policy being the nominee, it was repudiated on ground of suppression of previous health history prior to revival. The complainant submitted that her husband was agriculture worker and he is not aware about the LIC rules. The premium due was given to agent to pay in LIC office. After payment agent would give the receipt. The complainant submits that she has approached Zonal authorities where the decision taken by the Divisional Office has been upheld. Therefore, the complainant pleaded for intervention of this forum for settlement of the claim under the policy.

b) Insurer's argument: In its self-contained note dated 23.09.2021, the insurer submitted that Late Mr. B C Veerabraham Reddy was Life Assured of policy no. 656970589. Date of commencement was 27.12. 2013. Policy was revived on 4.1.2019 paying two yearly premiums on the basis of declaration of good health and medical certificate. On 29.04.2014 the Life Assured was operated for mitral valve replacement at Malla Reddy Narayana multi specialty hospital but the same was not mentioned in the Declaration of Good Health. Concealment of material facts amounts to fraud. Accordingly the competent authority repudiated the claim and allowed paid up value prior to revival along with bonus Rs.36500/-.

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

20) The following documents were placed for perusal

- a) SCN dt.23.09.2021
- b) Complaint letter dated: 13.9.2021
- c) Copies of Policy Schedule & Proposal.

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

Pursuant to the notices issued by this office, both the parties attended the on line hearing held at Hyderabad on 16.11.2021.

On careful consideration of the written and oral submissions of both the parties and the documentary evidence adduced, it is noted that Life assured was operated for mitral valve on 29.4.2014 which was prior to revival as per the record of Malla Reddy Narayana multi specialty hospital records submitted by insurer. Policy was revived on 4.1.2019 paying December 2017 and 2018 yearly premiums. Pre-existing illness/surgery was not disclosed at the time of revival. Life assured was Agricultural labor with an annual income of one lakh .The wife of the DLA has stated during hearing that her husband had given the money to agents to pay the premium and agent would pay the premium at LIC office and hand over the receipt to them. They are not aware about the rules and procedure. The respondent insurance company submitted that the policy holder suppressed material facts. The submission of the complainant that her deceased husband was not aware of the procedure and rules merits consideration.

Taking into account the totality of the facts of the case, this forum directs insurance company to refund the premiums paid from 12/2017 to 12/2019 amounting to Rs.17857/- without interest. In result, the complaint is partly allowed.

AWARD

Taking into account the totality of facts & circumstances of the case and the submissions made by the both the parties, the insurer is directed to refund the premium amounting to Rs.17857/- on the policy without interest.

Hence the complaint is partly allowed.

Dated at Hyderabad on the 22nd day of November 2021

(N.Sankaran)

INSURANCE OMBUDSMAN

**FOR THE STATES OF A.P.,
TELANGANA AND YANAM**

PROCEEDINGS BEFORE		
THE INSURANCE OMBUDSMAN, STATES OF A.P., TELANGANA & YANAM		
(Under Rule 16(1)/17 of The Insurance Ombudsman Rules, 2017)		
OMBUDSMAN - Shri N Sankaran		
Case between: Mr. M V Satyanarayana Complainant		
Vs		
M/s LIC of India, Visakhapatnam Division Respondent		
Complaint Ref. No. HYD-L-029-2122-0710		
Award No. IO/HYD/A/LI/129 /2021-22		
1.	Name & address of the complainant	Mr. M V Satyanarayana S/o Late Jogi Naidu, Pisinikada Village, Kasimkota Post, Anakapalli Mdl, Visakhapatnam Andhra Pradesh- 531031
2.	Policy No./Collection No. Type of Policy Policy term/Premium paying period	602948732 Endowment Plan SA 750000/- Premium Rs. 44805/- yrly , Term 20 years
3.	Name of the Policy holder	Mrs. Malla Adi Lakshmi
4.	Name of the insurer	LIC of India Visakhapatnam
5.	Date of Rejection by Insurer	12.3.2020
6.	Reason for Rejection	Suppression of material facts
7.	Date of receipt of the Complaint	06/10/2021
8.	Nature of complaint	Repudiation of Death Claim
9.	Amount of Claim	Rs.750000 + Rs.750000
10.	Date of Partial Settlement	NA
11.	Amount of Relief sought	Rs.2000000/-
12.	Complaint registered under Rule No 13.1. (b) of Insurance Ombudsman Rules	Any partial or total repudiation of claims by the life insurer, general insurer or the health insurer.
13.	Date of hearing/place	15.11.2021/Hyderabad

14.	Representation at the hearing	
	a) For the complainant	Mr. M V Satyanarayana
	b) For the insurer	Mr. Srinivasa Rao, M(Claims)
15.	Complaint how disposed	Dismissed
16.	Date of Order/Award	22.11.2021

17) Brief Facts of the Case: Mr. M V Satyanarayana filed a complaint stating that the insurer LIC of India, had repudiated the death claim on the policy of his mother. The complaint falls within the scope of the Insurance Ombudsman Rules, 2017 and so it was registered.

18) Cause of Complaint: Repudiation of Death Claim.

a) Complainant's argument: In his complaint letter dated 6.10.2021, the complainant had stated that his mother took the LIC policy 602948732 with DOC 7.5.2018 for Sum of Rs.750000/-. After the demise of his mother on 11.8.2018 in road accident, he had applied for death claim benefit. He received a letter from LIC stating that the claim is repudiated

The Complainant stated that the claim amount on his mothers policies in Exide Life Insurance for Rs.326478/- and SBI General Insurance for Rs 4,00,000/- was paid. He also received claim amount of Rs 500000/- under Chandranna Bheema Yojana. LIC has not settled the claim even after submitting the claim forms and police reports .The complainant approached this forum for Redressal of his grievance.

b) Insurer's Argument: In its self-contained note dated 14.10.2021, the insurer submitted that the policy was issued with commencement of risk on 13.07.2018. The above policy resulted into death claim on 11-08-2018 within 28 days and the cause of death as per claim form submitted was Road Accident. As per the proposal form age at entry was 55 years, date of birth was 20.08.1963 and the age proof submitted was Pan Card. The maximum age at entry for plan 814 is 55 years. The age of her second child Sri Malla Siva Sankara Butchi Babu is 01-07-1973 as per his secondary school certificate submitted under his LIC policies 693472334 and 690629341. The difference in age of Deceased Life Assured and the age of her second child is 9 years and 10 months. Further, Insurer submitted that Minimum conceiving age for female is 15 years. Hence, the age of the Deceased Life Assured was understated by at least 5 years is evident. Deliberate incorrect statement was made with fraudulent intention to get the benefit of Insurance, and hence the claim was repudiated.

19) Reason for Registration of Complaint: - Repudiation of Death Claim.

20) The following documents were placed for perusal

- a) Complaint letter received on 05.10.2021
- b) P Form by the complainant
- c) Self-contained note by the Insurer dated 14.10.2021

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

Pursuant to the notices issued by this office, the insurer and complainant attended the on line hearing held at Hyderabad on 15.11.2021.

On careful consideration of the materials on record submitted by both the parties and the submissions made at the time of hearing, it is observed that the Deceased Life Assured (DLA) had taken a policy with Date of Commencement of risk as 13.-07-2018 for a Sum Assured of Rs.7.5 lakhs. In the proposal form, the Date of Birth of DLA was furnished as 20-08-1963 (55 years). The age proof submitted while taking the insurance policy was copy of PAN card. The Life Assured had expired due to road accident on 11-08-2018 within 28 days of issuance of the insurance policy.

The age of the nominee MV Satyanarayana as per the proposal was 38 years – 2nd son of the DLA. It is seen from the school certificate copy furnished, the DOB of MV Satyanarayana was 01-07-1975. As per copy of school certificate, driving licence, and PAN card, the DOB of the first son of DLA, Malla Sivasankara Butchi Babu is 01-07-1973.

During the hearing the complainant submitted that the age of his brother and his age were incorrectly furnished and were over stated by 5 years in their School Certificates. The complainant could not furnish any documentary evidence to support the actual DOB of self and his brother and that of his deceased mother.

The respondent Insurance Company vide their Self Contained Note in Ref No. Claims/DO dated 14-10-2021 submitted as under:

“As per proposal papers the DLA age entry was 55years, date of birth being 20-08-1963 and the age proof submitted is PAN card. The date of birth of the elder son of the DLA, he is the second child of the DLA, Sri Malla Siva sankara Butchi Babu is 01-07-1973 as per school certificate submitted under his LIC policies 693472334 & 690629341. Hence, the difference of ages between mother & son is only 9 years 10 months and Smt Nagarathnam, elder daughter & first child of the DLA, she is alive also. The minimum conceiving age for female is 15 years. The understatement of age atleast by 5 years is evident. Under plan 814-endowment assurance the maximum age at entry is 55 years ie., the proposal would not be accepted if age is 60 years. Hence, the plan is not eligible for the said life. Had the LA mentioned her age correctly, the policy would not have been issued.”

In view of the above, the respondent Insurance Company submits that documents furnished by the claimant – son of DLA indicates that DLA had made incorrect statements in the proposal and withheld correct information regarding the age at entry at the time of effecting assurance with a fraudulent intention to get the benefit of insurance. Therefore, the respondent Insurance Company submits that the Competent Authority has repudiated the death claim due to gross understatement of age at the time of submitting the proposal which were material for underwriting decision.

The submissions made by both the sides have been carefully examined. In Life Insurance policies, age of life insured is very crucial and correct proof has to be furnished by the policyholder. Based on the documentary proof, insurance company evaluates the risk. Certain

insurance plans coverage is based on the age factor and it is available to individuals only upto certain maximum age. Premiums are calculated by the insurance company based on these parameters. It is observed that for Plan 814 – Endowment Assurance policy, the maximum age at the time of entry is 55 years. The contract of insurance is based on the principle of 'utmost good faith'. Policyholder is obliged to disclose all material facts in a true and full manner. As per provisions of Section 45 of Insurance Act 1938, a policy of life of insurance may be called in question at any time within 3 years from the date of commencement of policy on grounds of fraud/suppression of material facts etc.

In this case, policyholder has expired within 28 days of commencement of risk. The respondent Insurance Company had repudiated the claim after enquiries done in terms of Section 45 of Insurance Act 1938. The claim of the complainant was repudiated by the respondent Insurance Company due to the suppression of material information in respect of age of DLA.

The above material position with respect to the suppression of material information with regard to the correct age of DLA exists even now. No counter evidences for the actual DOB in respect of DLA were furnished by the complainant. From the materials on record, it is observed that the DLA's age is stated as 20-08-1963 and that nominee – Mr. MV Satyanarayana is 01-07-1975. The age difference between the DLA and nominee-son is 12 years. This factual position is rightly improbable. For the reasons stated above the decision of respondent Insurance Company in repudiating the claim due to suppression of material facts invoking provisions of Section 45 of Insurance Act 1938, communicated to the complainant in Ref No. Claims/R-61/2019-20 Dt.12-03-2020 and upheld by the Claims Redressal Committee vide their letter Ref: Claims/R-61/ 2019-20 dt. 24-09-2021 is in order. The complainant has not furnished any counter evidence in support of his claim. Therefore the present complaint is devoid of merits and is dismissed.

AWARD

Taking into account the facts & circumstances of the case and the submissions made by both the parties, decision taken by the insurer is in consonance with the policy terms and conditions. Hence, the complaint is dismissed.
In result, the complaint is **dismissed**.

Dated at Hyderabad on the 22nd day of November, 2021.

(N Sankaran)
INSURANCE OMBUDSMAN
FOR THE STATES OF A.P.,
TELANGANA AND CITY OF YANAM

PROCEEDINGS BEFORE		
THE INSURANCE OMBUDSMAN, STATES OF A.P., TELANGANA & YANAM		
(Under Rule 16(1)/17 of The Insurance Ombudsman Rules, 2017)		
OMBUDSMAN - Shri N.Sankaran,		
Case Between: Mr. P V L Narsimha Rao Complainant		
Vs.		
M/s SBI Life Insurance Company Ltd..... Respondent		
Complaint Ref. No. HYD-L-041-2122-0624		
Award No. IO/HYD/A/LI/ 0134 /2021-22		
1.	Name & address of the complainant	Mr P V L Narsimha Rao H No.17-1-391/S/61/C Singerani Colony, Saidabad, Hyderabad, Telangana- 500059
2.	Policy No./Collection No. Type of Policy Policy term/Premium paying period	38004503702 SBI Life unit plus III pension 8 Yrs ,DOC 30.6.2010, Yearly Rs.100000/-
3.	Name of the Policy holder	Mr P V L Narsimha Rao
4.	Name of the insurer	SBI Life Insurance Company Ltd
5.	Date of Rejection by Insurer	12/04/2021
6.	Reason for Rejection	
7.	Date of receipt of the Complaint	2.9.2021
8.	Nature of complaint	Request to prepone the vesting date was not done.
9.	Amount of Claim	-
10.	Date of Partial Settlement	NIL
11.	Amount of Relief sought	-
12.	Complaint registered under Rule No.13(d) of Insurance Ombudsman Rules, 2017	Misrepresentation of policy terms and conditions at any time in policy contract
13.	Date of hearing/place	22.11.2021 /Hyderabad
14.	Representation at the hearing	
	a) For the complainant	Mr P V L Narsimha Rao
	b) For the insurer	Mr. Manik Bakshi
15.	Complaint how disposed	Allowed
16.	Date of Order/Award	22.11.2021

17) Brief Facts of the Case: Mr. P V L Narsimha Rao, filed a complaint stating that the insurer denied his request for preponement of vesting date on his policy. The complaint falls within the scope of the Insurance Ombudsman Rules, 2017 and so it was registered.

18) Cause of Complaint: Rejection to prepone the vesting date on policy.

a) Complainants argument: In his complaint letter dated 2.9.2021 ,the complainant submitted that he has taken SBI Life unit plus III pension policy no .38004503702 with DOC 30.6.2010 and yearly premium Rs.100000/- payable for 8 years. Policy matured on 30.6.2018. He had requested the insurer to postpone of maturity by 10 years on getting misguided by the officials of Malakpet Branch, Hyderabad. He submitted that he had acceded to postponement of maturity with the condition that he would be allowed to pay the premium as well. Policy was postponed but insurer refused to receive the premium. On 05.02.2021 he again requested the insurer to prepone the maturity date of the policy as per the clause 4.2.2.4.1 of the policy condition but insurer did not process the same. Aggrieved, the complainant approached this forum for a Redressal of his grievance.

b) Insurer's Argument : In its self-contained note dated 06.10.2021 the insurer stated that SBI Life unit plus III pension policy no .38004503702 with DOC 30.6.2010 ,yearly premium Rs.100000/- payable for 8 years was taken by the complainant. The date of vesting was 30.06.2018. Complainant approached the insurer to postpone the vesting date under the policy by 10 years. Accordingly, the vesting date was changed to 30.06.2028. Further, the complainant approached to prepone the vesting date of policy to 30.6.2021. As per clause.4.2.2.4 .1 you can prepone once and postpone up to three times the vesting date chosen earlier during the policy term. Accordingly the vesting date was changed to 30.6.2021. The same has been intimated to the complainant vide letter dated 5.10.2021. As the grievance of the complainant has been redressed the insurance company has requested the Hon'ble Ombudsman to dismiss the complaint.

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

20) The following documents were placed for perusal.

- a) Complaint letter by Complainant dated -02.09.2021
- b) Rejection letter by insurer dated
- c) P Form by the complainant dated 24.09.2021
- d) Self-contained note by the Insurer dated 06.10.2021

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

Pursuant to the notices issued by the office, the insurer and complainant's son Mr. Prasad attended the online hearing held at Hyderabad on 22-11-2021.

At the time hearing the complainant was represented by his son Mr.Prasad. It was submitted that they had requested the Insurance Company for preponement of vesting date and the Insurance Company had denied his request. Subsequently, when they filed a complaint before Insurance Ombudsman, the Insurance Company had agreed for the preponement of vesting date under the policy. The respondent Insurance Company's representative submitted that they had agreed for the preponement of the vesting date as requested by the policyholder and the policyholder has to submit certain documents in this regard and requested the complainant to respond to the same early to settle the issue. Since both the parties have agreed for settlement and request for preponement has been accepted by the Insurance Company, the complaint is closed.

Hence the complaint is treated as allowed.

AWARD

Taking into account the facts and circumstances of the case and submissions made by both the parties, as the insurer agreed for settlement and request for preponement, the complaint is closed. Hence the complaint is allowed.

Dated at Hyderabad on the 22nd day of November 2021.

(N.Sankaran)
INSURANCE OMBUDSMAN
FOR THE STATES OF A.P.,
TELANGANA AND YANAM

PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, STATE OF WESTERN U.P. AND UTTARAKHAND
UNDER INSURANCE OMBUDSMAN RULES 2017
OMBUDSMAN – SH. C.S.PRASAD
CASE OF MR. MANOJ KUMAR BHARDWAJ V/S LIC OF INDIA-ALIGARH
COMPLAINT REF: NOI-L-029-2122-0470

AWARD NO:

1.	Name & Address of the Complainant	Mr. Manoj Kumar Bhardwaj B-65, New Colony Kasimpur, Power House Aligarh, UP-202127
2.	Policy No: Type of Policy Date of policy issuance Duration of policy/Policy period	209675823 Life 28.12.2018/29.01.2019 25/16 YEARS
3.	Name of the insured Name of the policyholder	Lt. Smt. Rekha Sharma Lt. Smt. Rekha Sharma
4.	Name of the insurer	LIC of India-Aligarh

5.	Date of Repudiation/Rejection	26.03.2021
6.	Reason for rejection	Concealment of material facts
7.	Date of receipt of the Complaint	07.05.2021
8.	Nature of complaint	Non settlement of death claim
9.	Amount of Claim	Rs. 1000000/-
10.	Date of Partial Settlement	Nil
11.	Amount of relief sought	Rs. 1000000/-
12.	Complaint registered under IOB rules	YES
13.	Date of hearing/place	Online hearing on 10.11.2021
14.	Representation at the hearing	
	a) For the Complainant	Self
	b) For the insurer	Sh. Mehboob Alam, AAO
15	Complaint how disposed	Award
16	Date of Award/Order	15.11.2021

17) **Brief Facts of case:** - This is a complaint filed by Mr. Manoj Kumar Bhardwaj against the decision of LIC of India-Aligarh, relating to Non settlement of death claim by the company under mentioned Life Insurance policy.

18) **Cause of Complaint**

A. **Complainant's argument:** - The complainant alleged that his sister had purchased aforementioned policy on her life. She died on 07.07.2019 and claim papers were submitted in LIC office, but LIC rejected death claim on 13.10.2020. The complainant has approached Insurance Ombudsman for payment of death claim.

B. **Insurers' argument:** - Insurer denied the allegations and contended that the above policy was issued on the basis of school certificate at the age of 36 yrs. As per the proposal form, LA did not disclose previous policy no. 209672389 for sum assured of Rs. 2 Lakh. Self employed lady with qualification of high school pass can be given upto 10 lakh sum assured only subject to satisfactory report from Development officer. Accordingly the insurance was granted. Had the insured declared the previous policy, this policy could not have been issued for Rs. 10 lakhs. Hence the claim was rejected and the deposited premium was refunded.

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

20) **The following documents were placed for perusal:-**

- a) Complaint Letter.
- b) Rejection Letter from the Insurer.
- c) Policy Document/Policy proposal papers.
- d) SCN.

21) **Observations and Conclusion:** - Online hearing in the case held on 10.11.2021. Both the complainant and insurer attended the hearing and reiterated their submissions. The complainant submitted that his sister had purchased the aforementioned policy on her life. She died on

07.07.2019 and claim papers were submitted in LIC office, but LIC rejected death claim on the grounds of non disclosure of previous policy. But the agent was told about the previous policy. He did not fill this information as he got a blank proposal form signed by his sister.

The insurer's representative reiterated that the DLA did not disclose previous policy for sum assured of Rs. 2 Lakh. As per their underwriting rules DLA can be given upto 10 lakh sum assured only. Had the insured declared the previous policy, this policy could not have been issued for Rs. 10 lakhs. Hence the claim was rejected and the deposited premium was refunded.

It is observed that DLA had purchased one more policy with sum assured of Rs. 200000/- on 28.04.2018 with the same insurer, but the same was not disclosed in the proposal form allegedly by the agent. Insurer did not exercise due diligence in locating previous policy of the DLA in the system at the time of issuing the subject policy. DLA was an old customer of the insurer, and premium was also paid by her. There is no *mens rea* and claim has been rejected by the insurer, merely on technical grounds.

In the interest of justice, the insurer is directed to honor the claim for the sum assured of Rs. 8 Lacs as permissible according to their underwriting rules after making necessary adjustments.

AWARD

Taking into account the facts and circumstances of the case and the submissions made by both the parties during the course of hearing, , the insurer is directed to honor the claim for the sum assured of Rs. 8 Lacs as permissible according to their underwriting rules after making necessary adjustments.

The complaint is disposed off accordingly.

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

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

Place: Noida.

Dated: 15.11.2021

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

**PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, STATE OF WESTERN U.P. AND UTTARAKHAND
UNDER INSURANCE OMBUDSMAN RULES 2017
OMBUDSMAN – SH. C.S.PRASAD
CASE OF MR. SUBHASH CHANDRA V/S PNB MET LIFE INSURANCE COM. LTD.
COMPLAINT REF: NOI-L-033-2122-0385**

AWARD NO:

1.	Name & Address of the Complainant	Mr. Subhash Chandra H.No.-15, Janakpuri Colony, Saharanpur, UP-247001
2.	Policy No: Type of Policy Date of policy issuance Duration of policy/Policy period	22388057 Life 05.01.2018 26/26 YEARS
3.	Name of the insured Name of the policyholder	Lt. St. Gunjan Yadav Mr. Subhash Chandra
4.	Name of the insurer	PNB Met Life Insurance Com. Ltd.
5.	Date of Repudiation/Rejection	28.02.2021
6.	Reason for rejection	Non disclosure of material facts
7.	Date of receipt of the Complaint	23.07.2021
8.	Nature of complaint	Rejection of Death Claim
9.	Amount of Claim	Rs. 25 Lacs
10.	Date of Partial Settlement	Nil
11.	Amount of relief sought	Rs. 25 Lacs
12.	Complaint registered under IOB rules	YES
13.	Date of hearing/place	Online hearing on 10.11.2021/Noida
14.	Representation at the hearing	
	a) For the Complainant	Self
	b) For the insurer	Sh. Arijit Basu, Manager (Legal)
15.	Complaint how disposed	Award
16.	Date of Award/Order	15.11.2021

17) **Brief Facts of case:** - This is a complaint filed by Mr. Subhash Chandra against the decision of PNB Met Life Insurance Com. Ltd., relating to rejection of Death Claim by the company under mentioned Life Insurance policy.

18) **Cause of Complaint**

Complainant's argument: - The complainant alleged that he had purchased the aforementioned policy on joint life of his wife and himself. Her wife died on 23.07.2020 and he filed claim papers but the company rejected the claim stating that the deceased was suffering from cancer. His wife was not suffering from any disease at the time of purchase of policy,

which was also verified by the medical examination conducted by the company. Company has invalidated the claim of his wife and also declared policy void on his life. The complainant has approached Insurance Ombudsman for reinstatement of his policy and payment of death claim of his wife.

Insurers' argument: - Insurer vide SCN dtd. 02.11.2021 denied the allegations and contended that complainant after completely understanding the terms and conditions, applied for the policy by filling up the Proposal Form for sum assured of Rs. 50,000,00/ on first life Assured (Mr. Subhash Chandra) and sum assured of Rs. 25,00,000/- on the second life Assured (Mrs. Gunjan Yadav) as per below mentioned detail:-

Case Details	Assessor
Policy No	22388057
Name of Life Assured	Mrs. Gunjan Yadav
Proposal date	27/11/2017
Risk Commencement Date	27/11/2017
Date of death	23/07/2020
Date of Birth	18/01/1965
Last Premium paid date	27/11/2020 (Premium received for single life)
Sum Assured	25,00,000/-
Status of Policy as on DOD	In force
Age	54 Years
Education	Postgraduate
Occupation	Housewife
Plan Name	MetLife Jeevan Suraksha Plan
Annual Income	Rs 3 lacs (rental income)
Cause of Death	Natural
Policy Duration	2 years 7 months 27 days
Place of Death	Home
Location of person insured	Uttar Pradesh
Medical	MER, HI, FBS, CBC, UR, LP, BUN, Sr. Creatinine , Hepatitis B , LFT done

Investigation Findings	<ul style="list-style-type: none"> ➤ DLA Holds policy with HDFC of SA- 50 Lacs (Not disclosed at proposal Stage) ➤ DLA had taken treatment for breast cancer 05 yrs. Back ➤ Mismatch noted - As per Investigation DLA was Housewife getting rental income around 03 lacs - As per Proposal DLA was Yadav Associates Owner with Annual income of Rs. 10 Lacs
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Upon receipt of the duly filled up Proposal Form, company evaluated and processed the Proposal Form on the basis of the information provided by the complainant. The entire questions regarding health in the proposal form was duly answered by the DLA. The DLA categorically answered the questions in negative in the proposal form.

Hence despite having knowledge that DLA was suffering from Cancer with Diabetes prior to the policy issuance, the same was not disclosed in the proposal form.

Further the DLA and first life Assured has another life Insurance policy from HDFC Life and entire question related to previous policy in the proposal form was duly answered by the and DLA and first life Assured. The DLA categorically answered the question as "NO" in proposal form.

Below are the details of the HDFC Life Policy in which Gunjan Yadav (W/o Subhash) is Beneficiary:-

- A. Pol: 19588940
- B. LA Name: YADAV, SUBHASH CHANDRA
- C. Proposal: 05/09/2017
- D. SA: 5000000/-
- E. Status: Proposal Decline
- F. Reason: Financially Not sound for Cover

The Said DLA holds one more policy with HDFC, below details, Gunjan Yadav (W/o Subhash) is Beneficiary

- A. Policy: 18073187
- B. LA name: YADAV, SUBHASH CHANDRA
- C. RCD: 15/12/2015
- D. SA: 741730/-
- E. Status : In force

That insurance company received death claim intimation under the policy informing that DLA died on 23/07/2020. An Investigation was conducted in order to investigate the claim lodged by the Complainant. The said investigator questioned the neighbors about DLA and his family and they got to know that around 5 years back LA had suffered from Breast Cancer, but she took treatment and after her operation she was absolutely fit and fine. They also told that a few days prior to her death DLA was admitted in Civil Hospital where she was admitted for 4 days and then came back to her home.

Further Investigator visited the Civil Hospital Saharanpur where the respective authorities told them that they are unable to help. However, they told to send a letter through post to the director or Medical Superintendent of Civil Hospital and only then can they search for DLA's medical treatment documents. But the hospital staff did not provide us with any time frame

that when they will give us the medical treatment documents of DLA. As DLA suffered from breast cancer 5 years ago, the neighbors are unable to provide us with the name of the hospital from where she took her treatment.

It is relevant from the above facts, that DLA was suffering from above mentioned disease prior to issuance of this policy and have an insurance policy from other life Insurance Company. As such Insurance Company is not liable to pay the claim as per terms and condition of the policy. Thus, the claim lodged by the complainant was declined due to non-disclosure of essential facts as per term and conditions of the policy and Company refunded the premium amount of Rs. 4,48,863/- through electronic mode under the reference no CITIN21136780291, and the decision letter has sent to the Complainant vide dated 28/02/2021 as per terms and condition of the policy.

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

20) The following documents were placed for perusal:-

- a) Complaint Letter.
- b) Rejection Letter from the Insurer.
- c) Policy Document/Policy proposal papers.
- d) SCN.

21) Observations and Conclusion: - Online hearing in the case held on 10.11.2021. Both the complainant and insurer attended the hearing and reiterated their submissions. The complainant submitted that he had purchased the aforementioned policy on joint life of his wife and himself. His wife died on 23.07.2020 and he filed claim papers but the company rejected the claim stating that the deceased was suffering from cancer. His wife was not suffering from any disease at the time of purchase of policy. Company has invalidated claim of his wife and also declared the policy void on his life.

The insurer's representative reiterated that despite having knowledge that DLA was suffering from Cancer with Diabetes prior to the policy issuance, the same was not disclosed in the proposal form. During an investigation, the investigator questioned the neighbors about DLA and his family and they got to know that around 5 years back LA had suffered from Breast Cancer, but she took treatment and after her operation she was absolutely fit and fine.

It is observed that DLA died 2 years 7 months after taking the policy. Two, medical tests i.e. MER, HI, FBS, CBC, UR, LP, BUN, Sr. Creatinine, Hepatitis B, LFT of DLA were done at the time of giving insurance and nothing adverse was revealed. Three, four annual premiums had been paid in the policy. The Insurer has rejected the claim stating that DLA was suffering from cancer before the policy was issued, but surprisingly, not even an iota of credible evidence has been adduced to justify their action. The only so called evidence is the investigator's report which is totally bereft of any evidence; rather, it is based on presumptions and conjectures. The Insurer's decision to cancel the policy and refund the deposited premium amount of Rs. 4,48,863/- to the complainant on 28/02/2021 is unfair and arbitrary.

Considering the facts and circumstances of the case, the insurer is directed to make payment of death claim under the policy. Further, the insurer is directed to restore the subject policy on the life of first assured as per its terms and conditions. Needless to mention that premium already refunded to the complainant may be adjusted from the claim payment amount.

AWARD

Taking into account the facts and circumstances of the case and the submissions made by both the parties during the course of hearing, the insurer is directed to make payment of death claim under the policy. Further the insurer is directed to restore the subject policy on the life of first assured as per its terms and conditions.

The complaint is disposed off accordingly.

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

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

Place: Noida.

Dated: 15.11.2021

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

**PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, STATE OF WESTERN U.P. AND UTTARAKHAND
UNDER INSURANCE OMBUDSMAN RULES 2017
OMBUDSMAN – SHRI C. S. PRASAD
CASE OF AKHILESH SINGH V/S AGEAS FEDERAL LIFE INSURANCE
COMPLAINT REF: NO: NOI-L-022-2122-0315**

AWARD NO:

1.	Name & Address of the Complainant	Mr. Akhilesh Singh Surya Nagar Moradabad, U P – 244001 M- 85449430061
2.	Policy No: Type of Policy Duration of policy/Policy period	4001428127 LIFE 5 months
3.	Name of the insured Name of the policyholder	Mr. Dharm Singh Mr. Dharm Singh
4.	Name of the insurer	Ageas Federal Life Insurance
5.	Date of Rejection	14-05-2021
6.	Reason for rejection	Policy cancelled since inception
7.	Date of receipt of the Complaint	29-06-2021

8.	Nature of complaint	Death claim not being paid
9.	Amount of Claim	531821.00
10.	Date of Partial Settlement	Nil
11.	Amount of relief sought	531821.00
12.	Complaint registered under IOB rules	Yes
13.	Date of hearing/place	12-11-2021/ NOIDA
14.	Representation at the hearing	
	a) For the Complainant	Mr. Akhilesh Singh, Self
	b) For the insurer	Ms. Dhanshree
15	Complaint how disposed	Award
16	Date of Award/Order	22.11.2021

17 . Brief Facts of the case : The complainant stated that his father Mr. Dharm Singh purchased the above policy on 2-02-2021. On 8-02-2021 he died all of a sudden at his residence. The complainant submitted the claim papers but the insurer cancelled the policy stating the identity of the assured was not established. The complainant wants the claim payment of this policy.

18. Cause of the complaint: Death claim not paid by the insurer.

Complainant's argument : The policy was purchased by the assured by paying the premium and completing the proposal papers . The Assured died due to sudden heart attack at his residence. The complainant submitted the claim papers to the insurance company but was informed that the insurance company had already cancelled the policy. The complainant stated that the policy was cancelled on 10-08-2021 while he died on 8 -02-2021, which shows that at the time of death policy was in force. The assured was hale and hearty at the time of purchase of the policy company and had no health problem. The complainant had submitted all claim related papers including death certificate to the insurance company. The insurer replied that they were evaluation the case , later refused to pay the claim to him. Now the complainant submitted her complaint to the Ombudsman office for settlement of the death claim.

Insurer's argument: In the SCN, the insurer has stated that policy was purchased via the company's online portal and paid the initial premium. The company had per process conducted a risk investigation on 3-02-2021. As per investigation report, it was noted that the life assured could not be traced at the address shared in his proposal . Thus the investigator was unable to verify the KYC related details of the life assured. The LA also concealed the fact of his previous insurance , while there was a column for mentioning the details of other insurance of the life assured. Owing to non fulfillment of KYC requirements the insurer cancelled the policy and sent the letter to the complainant on 10-02-2021. The LA died on 8-02-2021 and they received the claim intimation first time on 3-03-2021 , after cancellation of the policy. Though the policy was cancelled ab initio but insurance company asked the complainant to submit requirements related to the death claim. But the complainant did not submit the same despite multiple reminders. The complainant replied on 7-09-2021 but intimated the only cause of death was heart attack. On the basis of non compliance of the required details the insurance company cancelled the policy and returned the premium amount to the bank account of DLA. Hence, the

insurer has requested to consider dismissal of the complaint which is devoid of merits and no further sums are due and payable to the complainant by the company under the terms and conditions.

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

20. Following documents were placed for perusal:

1. Complaint letter.
2. Copy of proposal forms and IDs
3. SCN

21. Observation and conclusion: Both the parties appeared for online hearing and reiterated their submissions. The complainant urged that his father purchased the policy by submitting the proposal form along with the KYC papers. The policy was cancelled after the death of his father on account of identity issue. The insurer stated though the policy was cancelled ab initio , they had accepted the claim papers to find out the facts . They had asked the complainant to submit some required papers. The claim papers submitted were not sufficient and asked to send some more requirements . Finally, all required papers were received a few days before hearing. Since the papers were submitted very late , so the insurer wanted some time for review of the same. On 18-11-2021, the insurer informed the ombudsman office that the claim has been accepted by the company and they are ready to pay the same to the complainant.

After examining the documents exhibited as evidence and oral submissions made by both the parties , during hearing, and willingness of the insurance company to settle the claim, they are directed to pay the claim amount to the complainant under intimation to this office.

Award

Taking into account the facts and circumstances of the case and the submission made by both the parties during the course of hearing , the insurance company is directed to settle the claim in favor of the complainant as agreed.

The complaint is disposed off accordingly.

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

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

Place: Noida.

Dated: 22.11.2021

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

**PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, STATE OF WESTERN U.P. AND UTTARAKHAND
UNDER INSURANCE OMBUDSMAN RULES 2017
OMBUDSMAN – SH. C.S.PRASAD
MRS. KAMLA DEVI V/S KOTAK MAHINDRA LIFE INSURANCE COMPANY LIMITED
COMPLAINT REF: NO: NOI-L-026-2122-0326**

AWARD NO:

1.	Name & Address of the Complainant	Mrs. Kamla devi W/o Late Sh. Ganesh Lal Vill Baldhan Chaur, Chander Nagar, Ram Nagar, Nainital, Uttrakhand .244713
2.	Policy No: Type of Policy Duration of policy/Policy period	GO 000028- 16885362 Group Policy
3.	Name of the insured Name of the policyholder	Mr. Ganesh Lal Mr. Xiaomi Technology India Pvt. Ltd.
4.	Name of the insurer	Kotak Mahindra Life Insurance Co. Ltd.
5.	Date of Repudiation	28.5.2021
6.	Reason for repudiation	Death claim Repudiated
7.	Date of receipt of the Complaint	15.6.2021
8.	Nature of complaint	Death Claim
9.	Amount of Claim	Rs. 200000/
10.	Date of Partial Settlement	NIL
11.	Amount of relief sought	Rs. 200000/
12.	Complaint registered under IOB rules	Yes
13.	Date of hearing/place	23.11.2021/NOIDA
14.	Representation at the hearing	
	a) For the Complainant	ABSENT
	b) For the insurer	Mr. Manish Mittal
15.	Complaint how disposed	AWARD
16.	Date of Award/Order	26.11.2021

17) Brief Facts of case :- This is a complaint filed by Mrs. Kamla Devi against the decision of Kotak Mahindra Life Insurance Company Ltd. for repudiating the Death claim payment of her husband..

18) Cause of Complaint:- Death Claim Repudiated

Complainants argument :- This was the group policy which was taken on 25.09 2020 at an yearly single premium of Rs 297/ . The Master Policy holder was Xiaomi Technology India Pvt. Ltd. That her husband died on 16.11.2020 due to stopping of pulse. She lodged the claim on 27.02.2021, which the company didn't pay. Insurance company declined the claim payment stating that the claimant nominee had never taken any policy and photograph of member and

nominee on KYC shared with them was found to be different. The complainant has approached Insurance Ombudsman for redressal of her grievance.

Insurers' argument :- Insurer contended that the company had an arrangement with the Xiaomi Technology India Pvt. Ltd. Whereby any person who is medically fit and taking any services from said Master policyholder can avail Life cover of Rs 2 Lakh through M I Pay App. The company shall receive a premium from policyholder on behalf of the members and members have to provide digital Declaration of Good Health. Policy is issued under Non medical category. Further the insurer had not received the Free look cancellation request. That L.A. had expired on 16.11.2020 that is within one month 22 days from the date of issuance of the policy. Being early claim, investigation in the case revealed that the Pan Card submitted by the claimant does not match with other KYC. Also death is claimed due to chest pain and it is unbelievable that the deceased person was never taken to any doctor or hospital before death. Moreover, he was cremated without a medical check-up. Further Life insured is the customer of Xiaomi Company and the financial condition of the dead person did not support that he was a customer of Xiaomi Company. All this is sufficient to prove that it is a suspicious claim and a case of identity impersonation. In view of the above the company vide letter dated 25.05.2021 repudiated the said claim.

Since the matter involves Fraud which is not within the jurisdiction of the Hon'ble Forum, hence the complaint may please be dismissed.

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

20) The following documents were placed for perusal.

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

21) Observations and Conclusion : The complainant could not be contacted on the contact number provided, and she did not make herself available for the hearing on 23.11.2021. The Insurer reiterated his submission at the time of Hearing. Any person purchasing a mobile phone of Xiaomi had to download the app through which all physically fit persons will be eligible for Rs 2 Lakhs insurance cover. The Company has rightly rejected the Death claim of L.A. as the photo provided on proposal Form and KYC are different. This was the Group Term policy taken on the life of Sh Ganesh Lal , on 25.09.2020, who died within 1 month and 22 days after taking the policy. The insurer has denied the claim on the grounds of Investigations, in which it was found that Pan card of the claimant submitted, did not match with other KYC documents. That deceased person was never taken to any doctor or hospital before death. And lastly, his cremation was done without a medical checkup. This is a fraudulent claim, it being a suspicious case or case of identity impersonation.

The Forum directed the Insurer to lodge the FIR for further findings. The Insurers action is justified as per section 45 of the Insurance Act 1938.

AWARD

Taking into consideration the submissions of the insurer, I see no reason to interfere with the decision of the insurance company.

The complaint is dismissed.

Place: Noida.
Dated: 26.11.2021

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

**PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, STATE OF WESTERN U.P. AND UTTARAKHAND
UNDER INSURANCE OMBUDSMAN RULES 2017
OMBUDSMAN – SH. C.S.PRASAD
CASE OF MRS. ASHA DEVI V/S LIC OF INDIA-BAREILLY
COMPLAINT REF: NOI-L-029-2122-0508**

AWARD NO:

1.	Name & Address of the Complainant	Mrs. Asha Devi W/O Lt. Ramkumar Vill. & PO.-Harrai, Teh-Bisalpur Pilibhit UP-262202
2.	Policy No: Type of Policy Date of policy issuance Duration of policy/Policy period	210065542 Life 07.03.2019 16/10 YEARS
3.	Name of the insured Name of the policyholder	Lt. Sh. Ramkumar Lt. Sh. Ramkumar
4.	Name of the insurer	LIC of India-Bareilly
5.	Date of Repudiation/Rejection	13.05.2021
6.	Reason for rejection	Policy in lapsed condition
7.	Date of receipt of the Complaint	25.08.2021
8.	Nature of complaint	Non settlement of death claim
9.	Amount of Claim	Rs. 3 Lacs
10.	Date of Partial Settlement	Nil
11.	Amount of relief sought	Rs. 3 Lacs
12.	Complaint registered under IOB rules	YES
13.	Date of hearing/place	Online hearing on 26.11.2021
14.	Representation at the hearing	
	a) For the Complainant	Self
	b) For the insurer	Sh. Pawan Kumar Mittal, AO
15.	Complaint how disposed	Award
16.	Date of Award/Order	29.11.2021

17) **Brief Facts of case:** - This is a complaint filed by Mrs. Asha Devi against the insurer for Non settlement of death claim in the aforementioned Life Insurance policy.

18) **Cause of Complaint**

A. **Complainant's argument:** - The complainant alleged that aforementioned policy was running on the life of her husband. Her husband died on 16.01.2021. She submitted all claim related papers in the LIC office but she neither received the claim amount nor any reply from the company. The complainant has approached the Insurance Ombudsman for payment of death claim.

B. Insurers' argument: - Insurer vide SCN dtd. 22.09.2021 has contended that the above policy was issued on 30.03.2019 on the life of DLA, who died on 16.01.2021 ie, after 1 year 9 months and 16 days from the inception of the policy. Premium in the policy due on 07.12.2020 was not paid, hence policy was in lapsed condition and nothing was payable as per policy terms and conditions. Claimant was duly intimated regarding the same vide registered letter dtd. 13.05.2021.

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

20) The following documents were placed for perusal:-

- a) Complaint Letter.
- b) Rejection Letter from the Insurer.
- c) Policy Document.
- d) SCN.

21) Observations and Conclusion: - Online hearing in the case was held on 26.11.2021. Both the complainant and insurer attended the hearing and reiterated their submissions. The complainant submitted that the policy was running on the life of her husband. Her husband died on 16.01.2021. She submitted all claim related papers in the LIC office but she did not receive the claim amount.

The insurer's representative reiterated that the above policy was issued on 30.03.2019 on the life of DLA with monthly premium payment mode. Premium due in the policy on 07.12.2020 was not paid within the grace period of 15 days and the policy was in lapsed condition at the time of death of LA. Hence nothing was payable as per policy terms and conditions.

It is observed that risk commencement in the Policy started on 07.03.2019, and policy was taken in monthly premium paying mode. Monthly premium due on 07.12.2020 was not paid within the grace period so the policy was in lapsed status on the date of death i.e. 16.01.2021. Insurer was asked to offer some relief to the widow as premium in the policy has been paid for 1 year 9 months. But the insurer expressed their inability citing the policy terms and conditions. I understand that the insurer is bound by the terms of condition of the policy. I see no reason to interfere with the decision of the insurance company. The complaint is dismissed.

AWARD

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

The complaint is disposed off accordingly.

Place: Noida.

Dated: 29.11.2021

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

**PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, STATE OF WESTERN U.P. AND UTTARAKHAND
UNDER INSURANCE OMBUDSMAN RULES 2017
OMBUDSMAN – SHRI C. S. PRASAD
CASE OF SOMI DEVI V/S SBI LIFE INSURANCE
COMPLAINT REF: NO: NOI-L-041-2122-0316**

AWARD NO:

1.	Name & Address of the Complainant	Mrs. Somi Devi W/o Late Sh.Vinod Kumar H No. 138, Mohall No-8, Sahebganj Null Bilsa Badayun , U.P.- 243633
2.	Policy No: Type of Policy Duration of policy/Policy period	3539545506 SBI LIFE SHUBH NIVESH 20/20
3.	Name of the insured Name of the policyholder	Mr. VINOD KUMAR Mr. VINOD KUMAR
4.	Name of the insurer	SBI LIFE INSURANCE
5.	Date of Rejection	05.05.2021
6.	Reason for rejection	Death Claim Repudiated
7.	Date of receipt of the Complaint	03.07.2021
8.	Nature of complaint	DEATH CLAIM NOT PAID
9.	Amount of Claim	700000/
10.	Date of Partial Settlement	Nil
11.	Amount of relief sought	700000/
12.	Complaint registered under IOB rules	Yes 13.1 (B)
13.	Date of hearing/place	26-11-2021/ NOIDA
14.	Representation at the hearing	
	For the Complainant	Mrs. Somi Devi (Nominee)
	For the insurer	Mrs. Anjali Chahar
15	Complaint how disposed	Award
16	Date of Award/Order	29.11.2021

17 . Brief Facts of the case : The Complainant's Late husband allegedly bought a Life Insurance Policy from SBI Life Insurance for a Sum Assured of Rs 7 Lakhs with the annual Premium of Rs 28199/ on 07.08.2019. The complainant's husband died on 26.10.2019. The complainant had submitted all the requirements of Death Claim with the said Company on 30.12.2019. Despite several mails and reminders, the company did not give any decision on the said claim. Then finally, the Insurer declined the claim on 05.05.2021.

18. Cause of the complaint:

Complainant's argument : The complainant stated that on 07.08.2019 her husband was sold the Policy 353954550 of SBI Life Insurance at the age of 36 years for 20 year Term. That the Complainant deposited First yearly Premium of Rs 28199/, as per Terms and conditions of the Policy. The L.A. died on 26.10.2019, the said company rejected the said claim on the grounds of suppression of past medical history. That Company's Repudiation letter dated 05.05.2021 states that the L.A. was suffering from Cancer/ Leukemia before taking the policy of insurance. Her husband was not suffering from any serious ailment neither at the time of taking the policy nor at the time of death. Despite this, the company has rejected the claim in a wrongful manner. The Complainant has approached the Ombudsman for addressing her grievance.

B. Insurer's argument : Complainant's husband being a labourer had purchased this policy by submitting duly signed proposal forms and all supporting papers for issuance of the policy on 07.08.2019 for a sum assured of Rs 7 Lakhs. The L.A. is reported to have died on 26.10.2019 within one month 19 days of issue of the policy. Early death claim investigation revealed that he was suffering from moderately differentiated squamous cell carcinoma prior to signing the proposal form which he had not disclosed. That any misstatement or suppression of material information contained in the said contract shall be treated as per the provisions of section 45. As per the Histopathology report dated 13/05/2019 of Sri Ram Smarak Institute, it is mentioned that DLA was having squamous cell carcinoma disease. As per the papers dated 18.09.2019 of Delhi Cancer Hospital DLA had a Tongue Carcinoma. Proposal Form is a fundamental document and any misstatement in the Form renders the contract of insurance *void ab initio*. That claim was repudiated as per the terms and conditions of the policy. That there are a plethora of cases wherein it was held that person who affixes his signatures to a proposal cannot ordinarily escapes from the consequences arising therefrom, that he signed such statement without reading or understanding it.

The Hon'ble National Commission held in RP NO 1371 that the insured made a misrepresentation to the insurer on a material fact which influenced the decision of the insurer, therefore, the insurer was entitled to repudiate the claim on this ground. In other cases had the DLA disclosed his past medical History, the insurer might have sought further medical check-ups or had rejected the proposal all together. Lastly it is humbly requested to dismiss the complaint.

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

20. Following documents were placed for perusal:

1. Complaint letter.
2. Copy of proposal forms
3. SCN

21. Observations and conclusion : Both the parties to the Dispute appeared for the online hearing on 26.11.2021. During the course of hearing, the (Nominee) claimant alleged that despite paying the premium for the policy as per the terms and conditions and lodging death

claim within one and a half months of death of her husband, the company rejected the death claim on illogical grounds. She also alleged that there may be some other person with the same name as that of her husband whose treatment record had been submitted as evidence by the company.

The insurer contended that since it was very early death claim investigation was conducted which revealed that deceased L.A. was suffering from Tongue cancer since May 2019, the fact which was not revealed at the time of taking the policy. The Forum took note of the contention that hospital records could pertain to some other person of the same name. However, on close scrutiny of the KYC documents and Hospital records, the name was found matching with the L.A.'s Father's name as told by the complainant. The insurer has also submitted an affidavit to strengthen the evidence. It is clear from the histopathology report dated 13.5.19 of Ram Smarak Institute that the deceased LA had serious medical condition which was not disclosed at the time of taking the policy. This suppression of material fact certainly vitiated the contract between the insured and the insurer. I see no reason to intervene with the decision of the Insurance Company. The case is dismissed.

AWARD

Taking into account the facts and circumstances of the case and the submissions made by both the parties during the course of hearing, I see no reason to intervene with the decision of the Insurance Company.

The Complaint is disposed off accordingly.

Place: Noida.

Dated: 29.11.2021

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

**PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, STATE OF WESTERN U.P. AND UTTARAKHAND
UNDER INSURANCE OMBUDSMAN RULES 2017
OMBUDSMAN – SHRI C. S. PRASAD
CASE OF SHIV SHANKAR RASTOGI V/S BAJAJ ALLIANZ LIFE INSURANCE
COMPLAINT REF: NO: NOI-L-006-2122-0488**

AWARD NO:

1.	Name & Address of the Complainant	Mr. Shiv Shankar Rastogi A-21 Deen Dayal Nagar Phase II , MDA,Kanth Road Moradabad ,U P – 244001
2.	Policy No: Type of Policy Duration of policy/Policy period	0392118197 LIFE 24-03-2020
3.	Name of the insured Name of the policyholder	Late Mr. Gaurav Rastogi Late Mr. Gaurav Rastogi

4.	Name of the insurer	BAJAJ ALLIANZ LIFE INSURANCE
5.	Date of Rejection	22-07-2021
6.	Reason for rejection	Part payment of the claim done
7.	Date of receipt of the Complaint	12-08-2021
8.	Nature of complaint	Death claim not paid
9.	Amount of Claim	28,00,000
10.	Date of Partial Settlement	Nil
11.	Amount of relief sought	24,00,000
12.	Complaint registered under IOB rules	Yes
13.	Date of hearing/place	30-11-2021/ NOIDA
14.	Representation at the hearing	
	a) For the Complainant	Mr. Shiv Shankar Rastogi
	b) For the insurer	Mrs. Swati Seth
15	Complaint how disposed	Award
16	Date of Award/Order	30-11-2021

17 . Brief Facts of the case : The complainant stated that his son Mr. Gaurav Rastogi purchased this policy on 24-02-2020. He died due in Covid pandemic. , and the claim papers were submitted with the insurance company. The insurance company settled the death claim wherein the amount was payable in monthly installments. The complainant applied for settlement of claim in single payment to the nominee but the insurance company rejected the request.

18. Cause of the complaint: Death claim not paid by the insurer.

Complainant's argument: The complainant stated that his son Mr. Gaurav Rastogi died on 27-04-2021 due to COVID-19 . The nominee of policy submitted the claim form with the insurance company. The nominee submitted a request to pay the full claim amount of Rs 26,11,584 / - but the insurance company rejected the request and informed her that the company would make the payment in monthly installment till 27-032033 . As Mr Gaurav was the only earning member and also that has no other source of income to their family , they are in urgent need of money and has requested for settlement of the claim for full amount of Rs. 2611584 instead of monthly installment of Rs 18136/- . The nominee was paid Rs 244952/- by crediting her account as other payable amounts with the policy.

Insurer's argument: In the SCN, the insurer has stated that policy was for Sum assured of Rs 2611584/- by paying annual premium of Rs 2,00,00 . The assured paid the premiums upto date till March 2021. He died on 27-04-2021 due to Covid -19 infection. The insurance company paid to the nominee of the policy Rs 54,408 /- and bonus Rs 19544/- . As per calculation of the insurance company total claim amount becomes Rs 28,02128/- but the amount paid was Rs 244952/- . It is stated that the company structured out a payment method wherein the remainder of the sum assured would be released in favor of complainant in a monthly basis. Accordingly monthly pay out of Rs. 18136/- payable till 27-03-2033while the company has already disbursed the 4 monthly installments to the nominee. The insurance company has

submitted the copy of the policy document and proposal form wherein he had applied for option income wherein the payment was allowed in monthly installment and the bonus etc been already paid to the nominee.

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

20. Following documents were placed for perusal:

1. Complaint letter.
2. Copy of proposal forms and IDs
3. SCN

21. Observation and conclusion: Both the parties appeared for online hearing and reiterated their submissions. The complainant stated that his son purchased the above mentioned policy for insurance protection to his family. After one year he suffered from Corona and during treatment he expired. He was the only earning member of the family and by his untimely death the family is in difficulty. The complainant stated that this policy was with the cover of Rs. 26,11,584/- , but the company paid Rs 2,44,952/- only, as immediate payment, and the remaining amount is payable in monthly installments of Rs 18136/- till the year 2033. The complainant urged that they need money now, as they have to pay the fees of admission in engineering college of assureds' son, so requested for onetime payment of death claim instead of monthly installments. The insurer stated that the policy was purchased by the deceased with the option of monthly installment to the nominee. However, on the request of the complainant, the insurer attending the hearing was asked to take up the matter with her senior team. But she informed later that it was not possible to depart from the contract ,and to pay the full claim amount in one go as the same was not permissible as per the policy contract. I have examined the documents exhibited as evidence and oral submission made by both the parties. It is evident that the insured had opted for monthly payment option and accordingly, the contract between the insured and the insurer was drawn. The insurer is bound by the contract . Hence the decision of the insurer of paying the claim amount as per the option opted by the diseased life assured is justified. The complaint is dismissed.

Place: Noida.

Dated: 30.11.2021

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

**PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, STATE OF WESTERN U.P. AND UTTARAKHAND
UNDER INSURANCE OMBUDSMAN RULES 2017
OMBUDSMAN – SH. C.S.PRASAD
CASE OF Mr. AZMAL V/S INDIAFIRST LIFE INSURANCE COMPANY LTD.
COMPLAINT REF: NO: NOI-L-024-2122-0420**

AWARD NO:

1.	Name & Address of the Complainant	Mr. Azmal, H. No.400, Vill: Nahal, Surajpur, Noida, Ghaziabad Uttar Pradesh 203001 Ph: no.08273674870
2.	Policy No: Type of Policy Duration of policy/Premium paying term	60095194 LIFE, Date of Issue -21.11.2020 15/8 Years
3.	Name of the insured Name of the policyholder	Mr. Chhote Mr. Chhote
4.	Name of the insurer	IndiaFirst Life Insurance Co. Ltd
5.	Date of Repudiation	18.3.2021
6.	Reason for repudiation	Death before issuance of policy/ impersonation
7.	Date of receipt of the Complaint	4.8.2021
8.	Nature of complaint	Repudiation of Death Claim
9.	Amount of Claim	Rs 425000/-
10.	Date of Partial Settlement	Rs. NIL
11.	Amount of relief sought	Rs. 425000/-
12.	Complaint registered under IOB rules	Yes
13.	Date of hearing/place	26.11.2021/NOIDA online
14.	Representation at the hearing	
	a) For the Complainant	Absent
	b) For the insurer	Mr. Viral Joshi
15.	Complaint how disposed	Award
16.	Date of Award/Order	30.11.2021

17) Brief Facts of case :- This is a complaint filed by Mr. Azmal, against the decision of IndiaFirst Life Insurance Company Ltd., to repudiate the death claim under Insurance policy No. 77989008 on the life of Late Mr.Chhote.

18) Cause of Complaint:- Mis-selling of policy by the Broker.

Complainants argument: - The complainant alleged that his father had purchased the above policy on 20.11.2020. Unfortunately, he expired on 27.11.2020. When the claim was lodged, the insurance company denied the same. So, the complainant was not satisfied with service of the insurance company. The complainant finally approached the Insurance Ombudsman for redressal of grievances.

Insurers' argument:- Insurer denied the allegations and contended that the insured died within seven days of the issuance of the policy. Being a very early claim an investigation was carried out by the insurer, which revealed that the insured had already expired before the issuance of the policy and the said policy was issued with malicious intent to claim the policy sum insured. Based on this investigation, the claim was repudiated under section 45 of Insurance Act 1938 and the claimant was intimated on 18.3.2021. The complainant is not entitled to claim. The allegations made by the complainant in his complaint are denied being false and incorrect.

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

20) The following documents were placed for perusal.

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

21) Observations and Conclusion: - The complainant could not attend the online hearing at the appointed time despite having received the link. The insurer attended the hearing and reiterated their submission. The complainant later communicated over telephone and alleged that the respondent insurer had repudiated the death claim of his father without any justifiable reasons.

It is observed that the insurer has repudiated the death claim under the subject policy on the life of late Mr. Chhote on the ground of it being fraudulent. The insured died within 7 days of taking the policy, whereas on the day of taking policy he declared himself to be fit. In support of their stand, the insurer submitted the statements of Gram Pradhan and Asha worker. Both have stated that the Deceased Life assured Mr. Chhote had died two and half years ago.

It is observed that the Insurer have acted within the purview Section 45 of Insurance Act, 1938 to cancel the policy. Insurer have sufficient reasons to suspect fraudulent activity. However, it would be in the interest of justice if the insurer files an FIR with the authorities to get the matter investigated and bring the culprits to book.

Insurer's action does not warrant any interference by way of award. The complaint is dismissed.

Place: Noida.

Dated: 30.11.2021

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

**PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, STATE OF WESTERN U.P. AND UTTARAKHAND
UNDER INSURANCE OMBUDSMAN RULES 2017
OMBUDSMAN – SHRI C. S. PRASAD
CASE OF DIMPLE SHUKLA V/S BAJAJ ALLIANZ LIFE INSURANCE
COMPLAINT REF: NO: NOI-L-006-2122-0406**

AWARD NO:

1.	Name & Address of the Complainant	Mrs. Dimple Shukla 328 kachipura Sultanpura Agra U P – 282201
2.	Policy No: Type of Policy Duration of policy/Policy period	00018355360 LIFE 18 years
3.	Name of the insured Name of the policyholder	Mr. Rajesh Shukla Mr. Rajesh Shukla
4.	Name of the insurer	BAJAJ ALLIANZ LIFE INSURANCE
5.	Date of Rejection	No reply
6.	Reason for rejection	Paid up amount given instead to full
7.	Date of receipt of the Complaint	30-07-2021
8.	Nature of complaint	Death claim not paid
9.	Amount of Claim	1,00,000
10.	Date of Partial Settlement	Nil
11.	Amount of relief sought	1,00,000
12.	Complaint registered under IOB rules	Yes
13.	Date of hearing/place	30-11-2021/ NOIDA
14.	Representation at the hearing	
	For the Complainant	Mrs. Dimple Shukla
	For the insurer	Mrs. Swati Seth
15	Complaint how disposed	Award
16	Date of Award/Order	30-11-2021

17 . Brief Facts of the case : The complainant stated that her husband Mr. Rajesh Shukla purchased the above policy on 28-03-2003 . He paid premium up to 28-03-2020 . He died on 30-04-2021 after suffering from Corona. The insurance company did not pay the full claim amount, and stated that policy was lapsed on the date of death. The complainant represented to the insurance company for reconsideration, but they did not reply.

18. Cause of the complaint: Death claim not paid by the insurer.

Complainant's argument: The policy was purchased by the assured on 28/03/2003. He paid premium till year 2020, but he suffered from Corona and was under treatment since 11-04-2021. Due to hospitalization and other treatments, he could not deposit the premium amount which was due on 28-03-2021, even the grace period of 30 days elapsed on 28-4-2021. He died on 30-04-2021. The complainant stated that the policy premium was paid for 18 years. Due to severe health problem he could not deposit the premium in time. When the papers were submitted with the insurance company credited the paid up value of the policy to her bank account with the reason policy was lapsed. The complainant urged that only delay for 3 days the death claim was not paid for full sum assured. The complainant says that she has a genuine reason for delay in premium payment and requested for claim settlement for full amount.

Insurer's argument: In the SCN, the insurer has stated that policy was for Sum assured of Rs 1 lac. Complainant paid last premium due on 28-03-2020 and next premium was due on 28-03-2021. The assured did not pay the premium even during grace period of 30 days and policy turned into lapse status. The assured died on 30-4-2021 and on this day the policy was in lapsed, so the insurance company calculated the paid up value of the policy and credited to the complainant's account. As per insurer the company has paid the amount as per their company's rules.

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

20. Following documents were placed for perusal:

1. Complaint letter.
2. Copy of proposal forms and IDs
3. SCN

21. Observation and conclusion: Both the parties appeared for online hearing and reiterated their submissions. The complainant stated that her husband purchased this policy in year 2003 paid premium for 18 years, till year 2020. The next premium was due on 28-03-2021, but and at that time he was suffering from corona and was under treatment in the hospital, so he could not pay on the due date. During his hospitalization the grace period of 30 days also elapsed. The assured died after 3 days of grace period. The complainant stated that the assured could not pay the premium due to genuine reason so the company should pay the full death claim instead of paid up amount. The insurer stated the claim was paid as per the insurance guidelines of the company.

I have examined the documents exhibited as evidence and oral submission made by both the parties. It is evident that the assured was a loyal customer of the company and paid premium for 18 years and could not pay the premium because on the due date he was in hospital for treatment and subsequently died. The insurance company was suggested to review the case and find out whether there was any possibility to help the complainant. The insurer who attended the hearing, discussed the matter with their team and informed that the policy was lapsed on the date of death and claim was paid accordingly. Since there was a genuine reason for non-payment of premium, the amount equal to the sum assured could be considered

maximum amount for payment. As per the policy details the sum assured of the policy was Rs. 1,00,000/- and the company has already paid the paid up value of Rs. 60,404/- and one survival benefit of Rs. 25,000/- . Hence they would make the payment of balance amount of Rs 14596/- to the complainant. Hence, the insurance company is directed to settle the claim as per their offer.

AWARD

Taking into account the facts and circumstances of the case and the submissions made by both the parties during the course of hearing, the insurance company is directed to make the payment of the balance amount of sum assured of the policy number 00018355360 as offered by them , to the complainant.

The complaint is disposed off accordingly.

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

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

Place: Noida.

Dated: 30.11.2021

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

**PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, STATE OF WESTERN U.P. AND UTTARAKHAND
UNDER INSURANCE OMBUDSMAN RULES 2017
OMBUDSMAN – SH. C.S.PRASAD
CASE OF MRS. MALTI DEVI V/S PNB MET LIFE INSURANCE COM. LTD.
COMPLAINT REF: NOI-L-033-2122-0478**

AWARD NO:

1.	Name & Address of the Complainant	Mrs. Malti Devi Vill.-Gandhinagar, Kashipur Udhamsingh Nagar Uttarakhand-244716
2.	Policy No: Type of Policy Date of policy issuance Duration of policy/Policy period	23316650 Life 09.06.2020 20/15 YEARS
3.	Name of the insured Name of the policyholder	Lt. Sh. Drshan Lal Lt. Sh. Drshan Lal
4.	Name of the insurer	PNB Met Life Insurance Com. Ltd.

5.	Date of Repudiation/Rejection	31.12.2020
6.	Reason for rejection	NA
7.	Date of receipt of the Complaint	10.08.2021
8.	Nature of complaint	Non settlement of death claim
9.	Amount of Claim	Rs. 9 Lacs
10.	Date of Partial Settlement	Nil
11.	Amount of relief sought	Rs. 9 Lacs
12.	Complaint registered under IOB rules	YES
13.	Date of hearing/place	Online hearing on 26.11.2021
14.	Representation at the hearing	
	a) For the Complainant	Absent
	b) For the insurer	Sh. Arijit Basu, Manager (Legal)
15	Complaint how disposed	Award
16	Date of Award/Order	30.11.2021

17) **Brief Facts of case:** - This is a complaint filed by Mrs. Malti Devi against the decision of PNB Met Life Insurance Com. Ltd., relating to Non settlement of death claim by the company under mentioned Life Insurance policy.

18) **Cause of Complaint**

A. **Complainant's argument:** - The complainant alleged that her husband had purchased aforementioned policy by the company. But when claim papers were filed to the company after the death of her husband, the company refused to pay the claim. The complainant has approached the Insurance Ombudsman for payment of death claim.

B. **Insurers' argument:** - Insurer vide SCN dtd. 20.11.2021 denied the allegations and contended that date of issuance of subject policy is 09/06/2020 and the Company called into question the policy within three years as per Section 45 of The Insurance Act. Hence, discrete investigation was conducted. As per Investigation Complainant has another policy with Bajaj Allianz Life Insurance Company

PI Name	Pol No	DOC	SA	Status	Insurance Company
Drshan Lal	401082237	11 June 2020	300000	In-force	Bajaj Allianz Life Insurance Company Ltd.

On True Caller verification of the mobile number -7500030305, it shows the name of Binder Patrmpur.

Photo mismatch on proposal and KYC documents.

A new SBI account has been opened in Gurgaon, Haryana for a life assured residing in Kashipur Uttarakhand.

On the basis the suspicions, the Company raised a letter dated 20.09.2020 to the Person Insured and provided a time of 7 days to visit the nearest branch in order to provide the additional proofs as sought in the letter and be present in person in order to keep enjoying the benefits of his policy. That the Person Insured failed to visit the Company office and on 20.07.2020, the Company on the basis of deemed confirmation provided by non-appearance within 7 days considered it as admission of the investigation findings and hence, the subject policy and the risk coverage thereon was cancelled and the contract of life insurance was declined and became void ab initio.

The premium amount of Rs. 32294/- was refunded to customer by declining the policy and no risk was assumed for the said policy by the Company on 15th October, 2020.

The above stated facts, circumstances and documents clearly establishes the fact that, the complainant has approached the Hon'ble ombudsman with unclean hands and the current complaint is nothing but an abuse of the process of law.

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

20) The following documents were placed for perusal:-

- a) Complaint Letter.
- b) Rejection Letter from the Insurer.
- c) Policy Document/Policy proposal papers.
- d) SCN.

21) Observations and Conclusion: - Online hearing in the case was conducted on 26.11.2021. Insurer's representative attended the hearing, but the complainant did not appear for the hearing despite numerous attempts made by the office to contact the complainant on his registered mobile number.

The insurer's representative reiterated that on the basis the suspicions, the Company raised a letter dated 20.09.2020 to the Person Insured and provided a time of 7 days to visit the nearest branch in order to provide the additional proof as sought in the letter and be present in person in order to keep enjoying the benefits of his policy. The Company called into question the policy within three years as per Section 45 of The Insurance Act.

The Person Insured failed to visit the Company office and on 20.07.2020, the Company on the basis of non-appearance within 7 days, and after investigation, the policy was cancelled ab initio. The premium amount of Rs. 32294/- was refunded to customer by declining the policy and no risk was assumed for the said policy by the Company on 15th October, 2020.

It is observed that Policy was issued on 09.06.2020. The company, on the basis of their findings of the investigation report, declined the risk in the policy and premium was refunded on 15.10.2020. The company did not file FIR in this case as risk was already declined in the policy.

DLA had also purchased one more policy for SA of Rs. 3 Lacs on 11.06.2020 from a different insurer. Proposal was logged-in from Gurugram and complainant's bank account was also in SBI, Gurugram. However, as per the proposal form and KYC documents of the complainant, he was a resident of Kashipur, Uttarakhand. No documents regarding death of LA were produced by the complainant. The complainant was not contactable on her registered mobile no., as the incoming facility has been withdrawn on that number and all the correspondence including the initial complaint was submitted through an email ID "surmasingh454@gmail.com". The aforementioned circumstances and non appearance of the complainant in the hearing, creates reasonable suspicion about the genuineness of the complaint, and the action of the insurer in cancelling the policy is justified. The complaint is dismissed.

AWARD

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

The complaint is disposed off accordingly.

Place: Noida.

Dated: 30.11.2021

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

CASE OF (Name of Complainant) Mrs. Savitri Devi Vs. Bharti Axa Life Insurance Co Ltd.

COMPLAINT REF: NO: PAT-L-008-2122-0163

AWARD NO: IO/PAT/A/LI/0040/2021-2022

1.	Name & Address of the Complainant	Mrs. Savitri Devi VIII + P.O. : Harnahi Ghanaha Raxaul Distt- East Champaran (Bihar) PIN-845305 Phone No. : 9102425280 Mail ID: savitridevi91020@gmail.com
2.	Policy No: Type of Policy Duration of policy/Policy period	501-8672260 Bharti Axa Super Endowment Plus 18.02.2019 (DOC) 22.05.2019 (DoD)
3.	Name of the insured Name of the policyholder	Mr. Mohan Shah Mr. Mohan Shah
4.	Name of the insurer	Bharti Axa Life Insurance Co Ltd.
5.	Date of Repudiation/Rejection	30.07.2020
6.	Reason for repudiation/rejection	N/a
7.	Date of receipt of the Complaint	07.04.2021
8.	Nature of complaint	Suppression of Material Facts
9.	Amount of Claim	Rs236437
10.	Date of Partial Settlement	N/a
11.	Amount of relief sought	Refund of Premium Rs. 48750
12.	Complaint registered under Rule no: of Insurance Ombudsman Rules, 2017	13(2)
13.	Date of hearing/place	23/11/2021(Online hearing through GoToMeeting App)
14.	Representation at the hearing	
	a) For the Complainant	Mrs. Savitri Devi
	b) For the insurer	Mr Ayush Sharma, Bharti Axa Life Insurance Co Ltd.
15.	Complaint how disposed	Award
16.	Date of Award/ Recommendation	24 th Nov 2021

Brief Facts of the Case:

The complaint pertains to fraudulent selling:-

- a. Late Babulal Shah, husband of the Complainant purchased a policy bearing No. 5018672260 from Bharti Axa Life Insurance Company 12.02.2019 by paying consideration amount Rs. 16010.55 which was delivered to the DLA on 17th March 2019.
- b. On 22nd May 2019 he expired at home.

c. The respondent Insurance Company repudiated the claim on the ground that the DLA was having Jaundice since jan.2019 and was advised bed rest by the doctor. In support they have provided scanned copy of a prescription of Dr. Tulsi Prasad Akela, MBBS.

Cause of Complaint:

Complainants' argument:

The complainant has submitted that the company has repudiated death claim on the life of her husband on baseless grounds. DLA was not having any pre existing disease

Respondent's Contention:

In SCN dt. Nil, the respondent Insurance Company has justified their ground of repudiation of following grounds:-

- a) The claim was within 3 years from date of issuance of the policy that's why it comes under Sec 45 of the Insurance Act and Company was entitled for investigate the veracity of the claim.
- b) DLA obtained the subject policy was obtained through fraud by active concealment of material facts.
- c) That during the investigation it was found out that the LA was suffering from severe Jaundice and was suggested by the doctor for bed rest.

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

The hearing was scheduled for 23.11.2021 through GoToMeeting app as per the instructions of COI and both parties were informed accordingly in advance. The complainant in person and Mr. Ayush Sharma, the representative of the insurer appeared on the online platform for hearing. In the beginning both parties were asked for any scope of mediation under *section 16(1) of The Insurance Ombudsman Rules, 2017*. Both of them declined for mediation by the forum. Hence, the hearing started for passing a suitable award.

During course of hearing the complainant reiterated the content of the written complaint submitted by him. She contended that on the basis of wrong information the insurer repudiated the claim. She further submitted that DLA was her husband and was not sick therefore was not been treated anywhere. On the date of death he fallen in the bathroom and afterwards he died within 5 minutes. At the time of death he was 35-40 years of age and was quite healthy. She was asked to share the reason for non payment of claim by the Insurance Company. She submitted that the person who visited her place from the company asked for money for getting the claim settled within 10 days.

The representative of the insurer submitted that as per the records procured from the Bocharan hospital he was treated for deep Jaundice and was advised bed rest. It is surprising that the complainant was having treatment at a hospital that is almost 100 km away from the place of residence of complainant/policyholder. That too without any supporting pathaological/clinical/medical report other than prescription. Therefore, the Forum asked the Insurance Company how the investigator got the information that the DLA was being treated in

Muzaffarpur a place far away from the place of his residence. The representative could not answer satisfactorily. He further submitted that the investigators do their research at their own. He was given time to contact the investigator and submit the supplementary SCN if the Company has anything new to submit about the query raised by the Forum. Availing this extra time the respondent Company submitted that the prescription was retrieved from Dr. Tulsi Prasad Akela (Bochanhan Hospital, Muzaffarpur, Bihar) that was the only source of the investigator. There is no connect between the place of the Deceased Life Assured and place of treatment, and the respondent Insurance Company is not able to establish the connect even when given extra time. Neither they could disclose the source of their information about the DLA's treatment at Muzaffarpur.

The *raison d'être* of an insurance policy is payment of claim—whether by death or maturity. Repudiation of claim vitiates the purpose of insurance. Therefore, although “*utmost good faith*” may be the basis of an insurance policy but cannot be the sole criterion for the repudiation of claim because by observing various rules of underwriting, pre-insurance medical check-up, confidential report/MHR report by Agents/Intermediaries the insurance companies try to weed out mala fide proposals. Thus, it seems that the insurer could not prudently confirm and verify the paper submitted by the Investigator. The officials should have raised doubt over the place of the DLA and place of treatment, which they failed to do. As such, the repudiation of claim by the insurer is not justified.

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, the insurer is directed to pay the Death Claim as per Policy condition applicable under the policy within 30 days of the receipt of the order.

The complaint is hereby disposed off.

**SHREE NAGENDRA KUMAR SINGH
INSURANCE OMBUDSMAN
FOR THE STATE OF BIHAR & JHARKHAND**

CASE OF (Name of Complainant) Mrs. Sangeeta Devi Vs. LIC of India, Div off : Patna : I.
COMPLAINT REF: NO: PAT-L-029-2122-0188

AWARD NO: IO/PAT/A/LI/0034/2021-2022

1.	Name & Address of the Complainant	Mrs. Sangeeta Devi Road No. 13B Rajendra Nagar New Bahadupur Distt- Patna (Bihar) PIN-800016 Phone No. :7870084172 Mail ID : sangeetapar145@gmail.com
2.	Policy No: Type of Policy Duration of policy/Policy period	515144300 LIC of India, Div off : Patna : I 09.04.2007 (DOC)
3.	Name of the insured Name of the policyholder	Mr. Piyush Kumar Mr. Piyush Kumar
4.	Name of the insurer	LIC of India, Div off : Patna : I.
5.	Date of Repudiation/Rejection	N/a
6.	Reason for repudiation/rejection	Benefit Not opted for
7.	Date of receipt of the Complaint	04.08.2021
8.	Nature of complaint	Non Payment of Claim
9.	Amount of Claim	Rs.200000
10.	Date of Partial Settlement	N/a
11.	Amount of relief sought	Rs. 200000 + PWB
12.	Complaint registered under Rule no: of Insurance Ombudsman Rules, 2017	13(2)
13.	Date of hearing/place	16/11/2021 (Online hearing through GoToMeeting App)
14.	Representation at the hearing	
	a) For the Complainant	Mrs Sangeeta Devi with Son Mr Mayank Kumar
	b) For the insurer	Mr J.Pangtey, Mgr (CRM)
15.	Complaint how disposed	Award
16.	Date of Award/ Recommendation	17 th Nov 2021

Brief Facts of the Case:

The complaint pertains to fraudulent selling:-

- a. The Complainant's husband purchased a policy on the life of their son and expired in an accident.
- b. The complainant submitted claim for DAB & PWB which has not been paid. The Respondent Insurance Company has submitted the proposer has not opted for the benefits for which claim has been raised. In support they have submitted copy of proposal form and review slip in which premium calculation details have been mentioned.

Cause of Complaint:

Complainants' argument:

The complainant has submitted that the respondent Insurance Company is not paying the claim with an excuse that the image is not available in the system.

Respondent's Contention:

The respondent Insurance Company has submitted that they cannot pay the claim as it was not opted for and for which premium has not been received by the Corporation.

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

The hearing was scheduled for 16.11.2021 through GoToMeeting app as per the instructions of COI and both parties were informed accordingly in advance. The complainant in person with her son Mst. Mayank Kumar (with consent of the complainant and permission of Hon'ble Ombudsman Sir) and Mr. Jagdish Pangtey, Mgr (CRM), LIC of India, Div Office :Patna-I, the representative of the insurer appeared on the online platform for hearing. In the beginning both parties were asked for any scope of mediation under *section 16(1) of The Insurance Ombudsman Rules, 2017*. Both of them declined for mediation by the forum. Hence, the hearing started for passing a suitable award.

During course of hearing the complainant reiterated the content of the written complaint submitted by her. She contended that LIC has not yet paid DAB or allowed PWB under this policy.

The representative of the insurer submitted that as per the proposal form the proposer had not opted for PWB that's why premium was not charged for this benefit. This is the reason for not allowing PWB.

During the hearing Mr Mayank kumar showed his interest and raised query about revival of the policy or surrender of the Policy. The representative of the Insurance Company responded affirmatively to the request for surrender of the policy and get surrender value under the policy.

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, the insurer is directed to entertain the request of the Policyholder & pay the surrender value within a month from receipt of request to that effect from the complainant along with the required documents.

The complaint is hereby disposed off.

**SHREE NAGENDRA KUMAR SINGH
INSURANCE OMBUDSMAN
FOR THE STATE OF BIHAR & JHARKHAND**

CASE OF (Name of Complainant) Mrs. Sulekha Devi Vs. LIC of India,DO: Patna II
 COMPLAINT REF: NO: PAT-L-029-2122-0143

AWARD NO: IO/PAT/A/LI/0038/2021-2022

1.	Name & Address of the Complainant	Mrs. Sulekha Devi W/o Late Raj Kumar Singh Vill : Fakuli, P.O.: Goraipur Via : Dighwara Dist : Saran (Bihar) PIN-8412074 Phone No. 8084870087
2.	Policy No: Type of Policy Duration of policy/Policy period	596142062 LIC of India, DO: Patna Div II 15.12.2014 (DoC) 19.09.2017 (DoR) 08.01.2018 (DoD)
3.	Name of the insured Name of the policyholder	Mr. Raj Kumar Singh Mr. Raj Kumar Singh
4.	Name of the insurer	LIC of India, DO: Patna - II
5.	Date of Repudiation/Rejection	31.01.2021
6.	Reason for repudiation/rejection	Repudiation of Claim
7.	Date of receipt of the Complaint	03.08.2021
8.	Nature of complaint	Repudiation
9.	Amount of Claim	Rs. 100000
10.	Date of Partial Settlement	Rs.20820
11.	Amount of relief sought	Normal Claim Amount
12.	Complaint registered under Rule no: of Insurance Ombudsman Rules, 2017	13(2)
13.	Date of hearing/place	16/11/2021 (Online hearing through GoToMeeting App)
14.	Representation at the hearing	
	a) For the Complainant	Mrs. Sulekha Devi with son Mr Mritujanjay Kumar
	b) For the insurer	Mgr (CRM), LIC of India,DO: Patna II & Sh Vinod Ranjan, AO
15.	Complaint how disposed	Award
16.	Date of Award/ Recommendation	19 th Nov 2021

Brief Facts of the Case:

The complaint pertains to fraudulent selling:-

d. The Policy holder Sh Raj Kumar Singh revived his policy on 19th July 2017 and expired on 08th Jan. 2018.

e. The Claimant has mentioned in the claim form that the cause of death is the injury due to fall from bike about two months before the claim. His treatment was done at Diabetes care Centre & IGIMS, Patna, Ruben Hospital Patna.

f. As per treatment papers & discharge summary :-

i) DLA was known case of Type II diabetes, painful neuropathy, Breathlessness on exertion Tingling sensation in lower limb cramping in calf muscles, pin & needle sensation in lower limb, painful left arm etc at the time of revival. He was detected for diabetes 7 years back during R/E of urine and blood for management of polyurea.

ii) DLA was being treated at IGIMS, Patna and Ruban Memorial Hospital, Patna.

g. The Insurance Company repudiated the claim on the ground of Suppression of Material fact. The company is yet to provide copy of proposal form (Submitted on 15.12.2014) and requirement submitted at the time of revival of the policy done on 19th Sept 2017 to prove suppression.

h. Moreover, the DLA got discharged from Ruban hospital on 04.01.2018 with an advice to instruction for follow up after 7 days. As per that instruction the DLA consulted the Hospital on 12.01.2018, whereas the policy holder already died on 08.01.2018.

i. The Investigating officer has submitted that the DLA died in Patna but the nominee has stated that the same happened in Dighwara.

Cause of Complaint:

Complainants' argument:

1. The complainant has submitted that the Insurance Company has repudiated claim on the life of her husband on baseless issues. Actually he was healthy and attended his office i.e. NMDC Steel plant, Nagarnak, CG. He has attended his office up to 15.10.2017. Afterwards he came home and expired on 08.01.2018.

Respondent's Contention:

The respondent Insurance Company has justified their decision to repudiate the claim on following ground:-

a) The Policy was lapsed for non payment of Premium from 2015.

b) The request for revival was accepted at ordinary Rate on the basis of Delaration of Good health.

c) In the DGH he suppressed the fact regarding his ill health.

d) The treatment papers with Discharge summary of IGIMS, Patna & Ruben Hospital, Patna and Dr Bipin Bihari Verma of DCC, Hajipur the DLA was a known case of Type II Diabetes, Painful

e) Neropathy, etc. He has previous history of 7 years back sugar detected during R/E of urine and blood for management of Polyurea.

f) DLA was admitted on 6th Dec 2017 at IGIMS for treatment of Pyrexia of unknown origin, Diabetes Mellitus, Enteric Fever etc.

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

The hearing was scheduled for 16.11.2021 through GoToMeeting app as per the instructions of COI and both parties were informed accordingly in advance. The complainant in person along with her son and Mr. V. Maheshwari, the representative of the insurer appeared on the online platform for hearing. In the beginning both parties were asked for any scope of mediation

under section 16(1) of *The Insurance Ombudsman Rules, 2017*. Both of them declined for mediation by the forum. Hence, the hearing started for passing a suitable award.

During course of hearing the complainant reiterated the content of the written complaint submitted by her. She contended that on the basis of wrong facts the insurer repudiated the claim. She further submitted that she got the hospital report rectified and submitted the same to the insurer for review of the decision of repudiation, but the insurer had declined to alter its decision in her favour.

The representative of the insurer submitted that as per the records of treatment of DLA at Diabetes Care Clinic, Patna dt 17.11.2017 DLA was a known case of type diabetes also was suffering from Diabetes for 7 years, it falls under date of proposal and date of revival both. DLA did not disclose the same at the time of proposal and revival of the policy both. Therefore this is a clear cut case of suppression of material fact and also violation of basic principle of Insurance i.e. principle of "utmost good faith". He also submitted that in the DGH, the DLA has not disclosed about his illness otherwise either he could not have allowed the policy or could have been allowed at a higher rate of premium. The policy in question has been allowed to the DLA at ordinary rate which means he has not disclosed that he is diabetic for 7 years.

The forum asked the respondent Insurance Company to submit copy of proposal form and papers submitted at the time of revival of the policy. Manager (CRM) vide their mail Dt. 16th Nov. 2019 has informed that despite so many efforts to search the documents as per trailing mail, the branch could not locate them for the time being. Needless to add that the case was registered on 3rd August 2021 and it Branch Office could not trace the same during last 3 and half months. So, it may be considered that it could not be traced in future also. Without verifying the papers submitted by the DLA it could not be established that whether he has suppressed the material facts or not. It is also surprising that how the respondent company decided to repudiate the claim on the basis of "Suppression of Material Facts" without going through papers submitted by the DLA for procuring or/and revival of the same.

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

- i. The policy on the life of the DLA commenced from 15.12.2014 and again revived on 19.09.2017 and he died on 08.01.2018.
- ii. As per treatment documents, the DLA was a known case of Type II Diabetes and also had history of Diabetes for 7 years. Date of proposal and date of revival falls under it
- iii. On the basis of underwriting decision the Insurance Company has pleaded that the DLA did not reveal his diabetes at the time of proposal and revival. And in this way he suppressed material facts.
- iv. The respondent Insurance Company failed to provide copy of proposal papers as well as papers submitted at the time of revival of the policy regarding his health.
- v. In the absence of above mentioned papers it cannot be established that the DLA has suppressed material facts and violated principle of utmost good faith. Accordingly the Complainant is allowed.

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, the insurer is directed to pay the claim after deducting the amount already been paid after intimation of death claim within 30 days from the date of order.

The complaint is hereby disposed off.

**SHREE NAGENDRA KUMAR SINGH
INSURANCE OMBUDSMAN
FOR THE STATE OF BIHAR & JHARKHAND**

CASE OF (Name of Complainant) Mrs. Chinta Devi Vs. PNB Metlife Insurance Co Ltd

COMPLAINT REF: NO: PAT-L-033-2122-00196

AWARD NO: IO/PAT/A/LI/0036/2021-2022

1.	Name & Address of the Complainant	Mrs. Chinta Devi C/o Sh Rajendra Prasad Vill : Shekhpura PO : Dhelwan Distt- Patna (Bihar) Mobile No. : 7004581168 Email Id : viveklnjpit17@gmail.com
2.	Policy No: Type of Policy Duration of policy/Policy period	23390431 PNB Met Life Smart Platinum 07.08.2020(DOC) 12.11.2020(DOD)
3.	Name of the insured Name of the policyholder	Mr. Kaushal Kumar Mr. Kaushal Kumar
4.	Name of the insurer	PNB Metlife Insurance Co Ltd
5.	Date of Repudiation/Rejection	17.03.2021
6.	Reason for repudiation/rejection	Supersession of material Facts
7.	Date of receipt of the Complaint	08 th July 2021
8.	Nature of complaint	Repudiation
9.	Amount of Claim	Rs.350000
10.	Date of Partial Settlement	N/a
11.	Amount of relief sought	Rs.
12.	Complaint registered under Rule no: of Insurance Ombudsman Rules,2017	13(2)
13.	Date of hearing/place	17/11/2021(Online hearing through GoToMeeting App)
14.	Representation at the hearing	
	a) For the Complainant	Mrs. Chinta Devi with son Mst. Vivek

		Kumar
	b) For the insurer	Ms. P. Dwivedi, MetLife Insurance Co Ltd
15.	Complaint how disposed	Award
16.	Date of Award/ Recommendation	18 th Nov. 2021

Brief Facts of the Case:

The complaint pertains to delay in claim processing.

j. Husband of the complainant purchased a policy on 07.08.2020 and expired on 12.11.2020. He was working as Driver with Indian Railway and After retirement from Railway he purchased this policy.

k. The Insurance Company repudiated the claim with a reason that while taking the policy DLA was not medically fit. He opted for Voluntary Retirement from service of Indian Railways from 31.10.2019.

l. After taking the policy he was diagnosed for MND (Motor Neuron Disease) which is not curable.

m. DLA was suffering from Fasciculation of upper & lower limb, progressive weakness of right upper limb prior to the policy issuance and the same was not disclosed at the time of proposal stage.

n. As per History mentioned in Medical report dt 29.09.2020 of CMC, Vellore the DLA was observing progressive weakness of right Upper limb since 1 / 2 years, breathlessness on exertion, Fasciculation of upper limb and worsening for last two months. It means at the time of signing proposal the DLA was observing worsening of his health.

o. Certain information in the requisite formats (needed to process death claim) has not been submitted by the complainant.

Cause of Complaint:

Complainants' argument:

The complainant has submitted that Respondent\Insurance Company has repudiated the claim on the ground that the DLA was having pre-existing diseases which he did not disclose in the proposal form, which is not true. **Respondent's Contention:** The respondent has submitted that the said the DLA

was having treatment at MCH, Patna prior to issuance of the policy. Moreover he was suffering from Neuro related problem for 5-6 years. He was also treated at Dhanbad and CMC, Vellore. His diseases and treatment history was not disclosed in the proposal form. It is breach of "uberima fidei" , hence the Insurance company is not liable to pay the claim.

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

The hearing was scheduled for 18.11.2021 through GoToMeeting app as per the instructions of COI and both parties were informed accordingly in advance. The complainant in person and Mr. Priya Dwivedi, the representative of the insurer appeared on the online platform for hearing. In the beginning both parties were asked for any scope of mediation under *section 16(1) of The Insurance Ombudsman Rules, 2017*. Both of them declined for mediation by the forum. Hence, the hearing started for passing a suitable award.

During course of hearing the complainant reiterated the content of the written complaint submitted by her. She contended that the Insurance Company has wrongly repudiated the

claim. She further submitted that her husband was not ill. He was diagnosed for MND (Motor Neuron Disease) which is neither curable nor can be diagnosed in advance. Therefore it is not fair to say that he was suffering from any pre existing disease. She further submitted that her husband was a loco pilot of Indian Railway and was posted at Gomoh. He has availed treatment at Dhanbad, Patna and CMS,vellore. In the reply to the reason before opting for VRS she mentioned that his daughter was in family way and therefore required presence of a close relative at Mumbai for taking care. As he was very close to retirement date and no one else was available for this purpose he decided to opt for VRS in 2019.

The representative of the insurer submitted that as per the records procured by the Company he was having treatment for Asthama in the year 2010, but could not submit any document in support of the statement. As per Investigation report ,at the time of enquiry family members stated that DLA had treatment at Dhanabd by Dr N.R.Mahapatra also in the year 2010 but only test details of following test are available as evidence :-

- I.a.) F-wave Record
- II.a.) MNC Record
- III.a) SNC Record

She further submitted that the DLA had got treatment at CMS, Vellore on 29th Sept. 2020. Prior to that the DLA had been treated by following doctors. She requested the Forum for kind attention on the following treatment papers:-

- i.b.) Dr Binay Karak (MRI report dt. 15.08.2021 of Patliputra Advacne Diagnostic & Research Centre is available)
- ii.b.) Prescription of Dr Nitish kumar dt 10.09.2019
- iii.b.) DCMS, Vellor dt 29th Sept. 2020 & 1st Oct 2019
- iv.b.) Central Super Speciality Hospital, EC Railway, Patna.

On the basis of observation of medical treatment papers the Forum find following facts:-

- a) DLA was in consultation with doctor for MNC related issues in 2010 also. (As per Point i.a)
- b) DLA consulted doctor Binay Karak on or before 15.08.2020 who advised for MRI test/report. (As per Point i.b.)
- c) In the prescription of Dr Nitish Kuamr dt 10.09.2020 it is mentioned that he was having problem related to weakness in left leg from 1.5 months which falls prior to date of proposal.
- d) DLA has also advised him to approach AIIMS, Delhi, SGPGI, Lucknow or CMC, Vellore on the same date (As per Point ii.b.)
- e) DLA was probable case of MSD (Pyramidal, Extrapyrarnidal & LMN) Diaphragmmatic involvement with history of
 - i) Progressive weakness of right upper limb since ½ years.
 - ii) Breathlessness on exertion
 - iii) Dec 2019: fasciculations of limbs
 - iv) Rapidly worsening of health for last 2 months (falls under Date of proposal)

(As per Point iii.b.)

She also submitted that at the time of proposal the DLA was in consultation of doctors for his own treatment which he did not disclose in the proposal form. Therefore this is a established case of suppression of material facts which is breach of the principle of utmost good faith. Hence, the decision of the company to repudiate the claim is justified.

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

- vi. The DLA was a Loco driver of Indian Railways and took VRS in the month of Oct 2019.
- vii. After retirement, the policy was proposed on 29th July 2020.
- viii. As per treatment papers of the, at the time of proposal DLA was having problem of weakness of limbs and Asthama since 2010, which he did not disclosed in the proposal form

The above facts are indicative of serious ailments suffered by the DLA on the date of proposal. These diseases are dealt with regular medication. Thus, the DLA must have been aware of these diseases in his body and by not disclosing the same in the relevant columns of the proposal he has essentially breached the backbone of an insurance contract, i.e. "utmost good faith". Thus the repudiation of claim by the insurer seems to be in order.

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, this forum has not find any merit in the complaint therefore the Complaint is being dismissed.

The complaint is hereby disposed off.

**SHREE NAGENDRA KUMAR SINGH
INSURANCE OMBUDSMAN
FOR THE STATE OF BIHAR & JHARKHAND**

CASE OF (Name of Complainant) Mr. Sonu Kumar Vs. SBI Life Insurance Co Ltd.

COMPLAINT REF: NO: PAT-L-041-2122-0190

AWARD NO: IO/PAT/A/LI/0035/2021-2022

1.	Name & Address of the Complainant	Mr. Sonu Kumar Vill+ PO : Bariya P.S.: Gopalpur Dist : Patna (Bihar) PIN-800007 Mobile No. : 9608943822, Email id : ksonu0335@gmail.com Sonu50821@yahoo.com
2.	Policy No: Type of Policy Duration of policy/Policy period	2F752421404 SBI Life Insurance Co Ltd. 24. 07.2020 (DoC)

3.	Name of the insured Name of the policyholder	Mr. Sonu Kumar Mr. Sonu Kumar
4.	Name of the insurer	SBI Life's Poorna Suraksha Policy
5.	Date of Repudiation/Rejection	26.04.2021
6.	Reason for repudiation/rejection	Repudiation of CIR Claim
7.	Date of receipt of the Complaint	29.07.2021
8.	Nature of complaint	Repudiation
9.	Amount of Claim	Rs.1000000
10.	Date of Partial Settlement	Rs.14149
11.	Amount of relief sought	Rs.1000000
12.	Complaint registered under Rule no: of Insurance Ombudsman Rules, 2017	13(2)
13.	Date of hearing/place	17/11/2021 (Online hearing through GoToMeeting App)
14.	Representation at the hearing	
	a) For the Complainant	Mr. Sonu Kumar
	b) For the insurer	Mr. K. Roy, SBI Life Insurance Co Ltd.
15.	Complaint how disposed	Award
16.	Date of Award/ Recommendation	18 th November 2021

Brief Facts of the Case:

The complaint pertains to fraudulent selling:-

p. The complainant got a loan of Rs. 9 lacs from SBI and afterwards got a call from the Bank and accordingly purchased a "Poorna Suraksha Policy".

q. The Complainant policyholder is a policeman and serving for Jharkhand state police for 10 years and never received any treatment or suffered from any disease. He shared this information in reply to a question with the SBI officer soliciting the Insurance Policy.

r. Insurance Cover of the policy is of Rs.40 lacs with CIR Rs.10 lacs. The premium got deducted from his Bank account. On 17.07.2020 the Policy was issued to them.

s. He got back pain and consulted doctor, in course of treatment he was advised by a doctor for MRI and other Medical tests; the report of the same revealed that he has cancer. He went to TMRI , Mumbai for treatment of cancer.

t. The company has rejected his claim for CIR on the ground that he has suppressed material fact at the time of signing proposal.

Cause of Complaint:

Complainants' argument:

The complainant has submitted that the company has wrongly repudiated his claim. He has been on duty continuously without medical leave. He has cleared Medical test for getting selected for state police, it is a proof of his good health. He is also married and father of a child, which means he is not having problem of Cryptochidism. He was not aware about his cancer at the time of signing the proposal.

Respondent's Contention:

In the SCN the respondent Insurance Company has mentioned following point to support their decision of repudiation:-

- a. Claim arises within 7 months 8 days from date of issuance of the policy.
- b. During investigation it has been revealed that the complainant policy holder had a congenital condition of undescended testis (Cryptorchidism). However this material fact was not disclosed while applying for the policy. The same has been confirmed by doctor of Dr R.N.Tagore Medical Oncology Centre dt 10.02.2021 to 19.02.2021 that the complainant's right testicular was absent since childhood. As per the impression of USG scan of scrotum dt 10.02.2021 done at Advanced Ultrasound Imaging and Echo Colour Doppler Centre, there was no impression of Right testis. Further PET-CECT scan dt 13.02.2021 done at Savera Cancer and Multi Speciality Hospital also stated that there is no visualization of right tests and spermatic cord.

From the above prescriptions and reports, it is clear that the Complainant had a congenital condition and he failed to disclose the same in the proposal form. Suppression of material information is a violation to the contract of insurance, which is based on the principle of "Utmost Good Faith".

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

The hearing was scheduled for 18.11.2021 through GoToMeeting app as per the instructions of COI and both parties were informed accordingly in advance. The complainant in person and Mr. K Roy, the representative of the insurer appeared on the online platform for hearing. In the beginning both parties were asked for any scope of mediation under *section 16(1) of The Insurance Ombudsman Rules, 2017*. Both of them declined for mediation by the forum. Hence, the hearing started for passing a suitable award.

During course of hearing the complainant reiterated the content of the written complaint submitted by him. He contended that on the basis of wrong information, the insurer repudiated the claim. He further submitted that he is a constable in Jharkhand Police and got selected after Physical/Medical Tests/Check Ups. Moreover he is having a happy married life also have a child. All these means he is free from any physical deformity. So, repudiation of the Claim by the Company is incorrect.

The representative of the insurer submitted that as per Medical Records of the Complainant he has a congenital disorder which he has not disclosed in the appropriate column of the proposal form. In support of the statement they have submitted medical reports also.

After verification of above mentioned documents the Forum is convinced that the by responding "NO" to the question No 12 (III) of the proposal form the Complainant has suppressed fact about his about his physique/build. Any Suppression of material information is fatal to the contract of insurance, which is based on the principle of "Utmost Good Faith". Therefore, decision of the Insurance Company to declare this contract of insurance Null and "void ab-intitio" is valid.

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, this forum has not find any merit in the complaint therefore the Complaint is being dismissed.

The complaint is hereby disposed off.

**SHREE NAGENDRA KUMAR SINGH
INSURANCE OMBUDSMAN
FOR THE STATE OF BIHAR & JHARKHAND**

**PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, PUNE
(STATE OF MAHARASHTRA EXCEPT MUMBAI METRO)
UNDER SECTION 16(1)/17 OF THE INSURANCE OMBUDSMAN RULES-2017
OMBUDSMAN-VINAY SAH
Case of Mrs.UshabaiNetkar v/s India FirstLife Insurance Co Ltd.
Complaint No PUN-L-024-2122- 0165
Award No IO/PUN/A/LI/ /2021-22**

1	Name & Address of Complainant	Mrs.UshabaiNetkar, Jalgaon
2	Master Policy no. Member No. Doc Premium Mode SA	G0000683 31631 30.11.2019 Rs.103736.16Single Rs.1800000/-
3	Name of Insured / Policy holder	Late Mr.SharadNetkar
4	Name of Insurer	India First Life Ins.Co.Ltd
5	Nature of Complaint	Death claim Repudiation
6	Relief sought	Payment of death benefit
7	Date of Death Duration of Policy Date of Refusal by RI	14.10.2020 10 M 14D 26.02.2021
8	Reason for Rejection	Pre existing medical history
9	Date of receipt of Complaint to OIO	04.05.2021

An online hearing was held on 27.09.2021 where Mrs.UshabaiNetkar(hereafter referred to as the complainant) and Ms. Nilofer Shaikh, representative from India First Life Insurance Co.Ltd (hereafter referred to as the RI- Respondent Insurer)reiterated their earlier submissions.

1. Contentions of the Complainant:

- The complainant is the wife and nominee under policy bearing no. G0000683/membership no. 31631 of Late Mr. Sharad Netkar (hereafter referred to as Deceased Life assured- DLA).
- The complainant's husband and DLA under the subject policy expired on 14.10.2020.
- The DLA had purchased the subject policy from the RI with commencement date 30.11.2019 with sum assured of Rs.1800000/-. The policy was taken to cover the DLA's loan liability.
- The complainant submitted the claim to the RI but the same was rejected by the RI on the grounds that past medical history was suppressed in the proposal form dated 30.11.2019.
- The complainant has contended that the DLA expired of cancer and not due to the pre-existing disease.
- The complainant approached the RI's Grievance Cell but the decision was upheld.
- The complainant was not satisfied with the RI's decision of repudiation and hence approached the Forum for redressal.

2. Contentions of the RI:

- That Mr. Sharad Murlidhar Netkar (hereinafter referred to as "**Deceased Life Assured**") had applied for a policy under 'IndiaFirst Group Credit Life Plan' with the Company and submitted its duly filled and signed proposal form cum health declaration along with relevant documents.
- Further, the Life Assured had signed and submitted a health declaration in the Application form stating that he understands and agrees with the statements made in the Health Declaration and they are full, complete and true and will form the basis of contract which may arise between himself and the Company. He was further agreed that if any statement is untrue or inaccurate or if any of the matter material to the proposal is not disclosed, the Company may void the contract subject to the provisions of Section 45 of the Insurance Act, 1938 as amended from time to time.
- That in the Member Form, the Life Assured gave 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 risk and had not withheld any information as may be relevant for the acceptability of proposal. The following questions were answered as "YES / NO" in Section of Health Declaration of the Member form and the same has been reproduced herein below:
 1. *Are you now to the best of your knowledge and belief, in good health and free from all symptoms of illness and disease?.....YES*
 5. *Are you currently taking medication or drugs, other than for minor conditions, (e.g. cold and flu), either prescribed or not prescribed by a doctor, or have you suffered from any illness, disorder, disability or injury during the past 5 years which has required any form of medical or specialized examination (including chest x-rays, gynecological investigations, pap smear, or blood tests), consultation hospitalization or surgery or have any condition for which hospitalization / surgery has been advised or is contemplated?.....NO*
 7. *Do you suffer from or ever had any medical ailments such as diabetes, high blood pressure, cancer, respiratory disease {including asthma}, Kidney or liver disease, stroke, any blood disorder, heart problems, Hepatitis B or C or tuberculosis, psychiatric disorder, depression, colitis or any other stomach problems, thyroid disorders, reproductive organs, HIV AIDS or a related infection?NO*

- The Section **Health Declaration** in the Member Form in categorical terms cautioned the Life Assured to make correct and truthful disclosure of his health and well-being. The heading of the section is reproduced herein below for convenience:

Health Declaration for Member (Non disclosures or misrepresentation of facts will highly impact claim settlement).

- That the Member form duly signed by the DLA clearly had a provision for the declaration by the owner of the Policy i.e. DLA to the effect that he had read the Member form and furnished the information after fully understanding the contents thereof and also understood the terms and conditions of the said policy and he had made complete and true disclosure of the facts in the Member form and had not withheld any information.
- Further, he had also agreed under the policy contract therein that if any untrue statement be contained in the Member form, the policy contract shall be null and void and the money which has been paid in respect thereof shall stand forfeited to IndiaFirst Life Insurance Company Limited. It may be noted that in the Member form under Clause DECLARATION BY MEMBER, DLA had affixed his signature clearly signifying that he had understood the contents and terms and conditions of the Policy.
- Relying upon the statements made, answers given and declarations submitted by the Life Assured, the Company had issued India First Group Credit Life Plan with policy bearing no. policy no. G0000683 under account bearing no. 12280600002734.
- Further, it is submitted that all the terms and conditions of the said policy were well explained and mentioned in the policy document. Being a literate person, it is crystal clear that the Complainant has well understood the terms and conditions and the benefits of his policy.
- Insurance is a Contract of utmost good faith and the DLA being a party to the Contract is bound to disclose all material facts known to him at the time of Proposal. Further, the Member form submitted by Life Assured had the declaration and authorization, stating that in case of any misstatement or suppression of material information, the Company has the right to reject the claim under the Policy.
- The Company had received death claim intimation on January 19, 2021 intimating that the Deceased Life Assured had died on October 14, 2020, along with death certificate and other documents from Ms. Ushabai Sharad Netkar W/O Mr. Sharad Murlidhar Netkar.
- Company had conducted a statutory investigation in order to verify the authenticity of the claim. During the course of investigation, it was revealed that the Life Assured had not disclosed correct past medical history, which was material for the Company to underwrite the risk before issuance of the subject policy.
- Life Assured was suffering from Ischaemic heart disease and was under treatment for the same. During investigation, authorized investigator procured following medical documents of the deceased life assured which clearly proves suppression of past medical history by the DLA:

Name of the hospital/Lab	Document details
Gajanan Heart Hospital	<p data-bbox="603 387 805 421">Patient ID: 069</p> <p data-bbox="603 450 1337 521">Details: Undergone Coronary Angiography and Coronary Angioplasty with drug coated stent to LCx</p> <p data-bbox="603 551 970 584">Admission date: 10.10.2015</p>

- The documents procured during investigation clearly reveals that DLA had not disclosed his past medical history which was material for Company to underwrite the risk before issuance of the insurance policy and it proves that the Life Assured was suffering from Ischaemic heart disease.
- RI had issued the policy on the basis of details provided by the DLA. Thus, by making misrepresentation about medical history, the DLA got the said policy issued which would not have been issued at all if the correct fact i.e. medical history would have been disclosed. RI has submitted that the contract of insurance being of utmost good faith, DLA was under an obligation to disclose the said material facts in the Member Form which was necessary for the underwriting decision of Company. Thus, RI has rightly rejected the claim of the Complainant on the ground of suppression of material facts by the DLA at the time of taking the said policy.
- The suppression of medical history of DLA was a material fact as, had it been correctly disclosed at the time of issuance of the said policy, the said policy would not have been issued to the DLA at all.
- This amounts to serious concealment of material facts, which is a violation of the terms and conditions of the said policy. Insurance being a contract of “uberrimaefidae, the policyholder was duty bound to reveal all the relevant facts to the insurer in order for the insurer to determine the policyholder’s eligibility for availing the insurance.
- Thus, the Company had rejected the claim of the Complainant on the grounds of non-disclosure of material facts at the time of issuance. The Company had also refunded the premium amount of Rs. 1,03,736.16/- in accordance with the terms of the Policy Contract. The said repudiation was duly conveyed to the Complainant vide letter dated February 26, 2021.

3. Observations and conclusions:

The Forum heard the submissions made by the complainant and the Respondent. From the documents and submissions submitted, it is observed that:

1. The Forum observes that the DLA had taken the subject policy to cover his loan liability.
2. Unfortunately, the Life Assured under the subject policy expired on 14.10.2020, i.e. within eleven months from commencement of risk.
3. As the death occurred within three years, RI investigated the case, wherein it was revealed that the DLA was suffering from Ischemic heart disease and had undergone coronary angiography and coronary angioplasty with drug coated stent to LCx on 10.10.2015 as certified by Gajanan Heart Hospital, Jalgaon vide their letter dated 08.02.2021.

4. RI along with a copy of certificate dated 08.02.2021 from Gajanan Heart Hospital, Jalgaon has also submitted a copy of OT register of the hospital for the said period with DLA name duly appearing in it.
5. The DLA did not disclose the facts regarding having undergone Coronary Angiography and Coronary Angioplasty with drug coated stent to LCX for IHD on 10.10.2015 which are prior to the date of commencement of risk under the policy in the health declaration in the Membership form dated 30.11.2019.
6. The complainant has stated that the DLA had expired due to cancer which was detected after the commencement of the policy and hence the death benefit should be paid.
7. As clarified by RI, the revelation of past medical history of ischemic heart disease and test and surgery undergone was material for underwriting the risks while issuing the Life Insurance policy may have influenced the underwriting decision and either further medical test would have been called for or the insurance cover may have been denied.
8. This suppression of material facts by DLA had a bearing on the assessment and acceptance of the risk under the policy.
9. The contract of Insurance is based on the principal of "Uberrimae Fidei", the principal of utmost good faith and by suppression of material facts by DLA the said principle is breached.

In view of the above, though the Forum is able to appreciate the concern of the complainant in this regard, it has also to be borne in mind that whenever any dispute arises, it is settled based on the terms and conditions of the policy under which a claim has arisen since these form the very basis of the contract between the parties. The Forum awards as follows:

AWARD

Taking in to account the facts and circumstances of the case and submissions made by both parties during the course of hearing, the Forum opines that under the circumstance, the decision of RI to deny the claim being based on policy terms and conditions is in order. The Forum does not find any valid reason to intervene with the same.

Hence the complaint is disallowed.

Dated at Pune, 29.11.2021

**VINAY SAH
INSURANCE OMBUDSMAN, PUNE**

**PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, PUNE
(STATE OF MAHARASHTRA EXCEPT MUMBAI METRO)
UNDER SECTION 16(1)/17 OF THE INSURANCE OMBUDSMAN RULES-2017
OMBUDSMAN–VINAY SAH**

**Case of Mr. YatinDangat v/s Life Insurance Corporation of India
Complaint No PUN-L-029-2021- 0227
Award No : IO/PUN/A/LI/ /2021-22**

1	Name & Address of Complainant	Mr. Yatin Dangat, Pune
2	Policy No. Doc Premium S.A	958975411 14.02.2012 Rs.7108/- Rs.125000/- 954191536 28.03.2006 Rs.3603/- Rs.75000/-
3	Name of Insured / Policy holder	Late Mrs. Shobha Borkar
4	Name of Insurer	Life Insurance Corporation of India
5	Nature of Complaint	Death claim not paid as Will is not probated
6	Relief sought	Payment of Death benefit
7	Date of Death	16.09.2015
8	Reason for Rejection	Will not probated and claim barred by limitation period
9	Date of receipt of Complaint to OIO	12.11.2020

An online hearing was held on 12.08.2021 where Mr. Yatin Dangat (hereafter referred to as the complainants) and Mr. Rajendra Kawale, representative from Life Insurance Corporation of India (hereafter referred to as the RI- Respondent Insurer) reiterated their earlier submissions.

1. Contentions of the Complainant:

Late Mrs Shobha Borkar (hereinafter referred to as Deceased Life assured-DLA) had purchased 2 policies bearing nos.954191536 and 958975411 from RI in 03.2006 and 02.2012 respectively. The Life assured died on 16.09.2015.

- The complainant is the nephew of the Deceased Life assured, Mrs. Shobha Borkar and claims to be the beneficiary under the subject policies as per the Will dated 11.09.2015 of the DLA as the DLA's husband late Mr. Bajrang Borkar and the nominee under the subject policies had died on 10.11.2014.
- The complainant submitted the death claim under the policy nos.958975411 and 954191536 to the RI in the year 2019.
- RI rejected the claim as neither the Probate nor the Letter of Administration of the *Will* is submitted by the claimant
- The complainant is of the opinion that the *Will* need not be probated as it has been prepared in the city of Pune

- The complainant was not satisfied with the RI's decision to reject his claim as according to him the other insurers have settled the claims in his favour.
- Hence, he has approached the Forum for redressal.

2. Contentions of the RI:

- Policy nos.954191536 and 958975411 were issued on the life of Shobha Bajrang Borkar and she died on 16.09.2015.
- Nominee under both policies was Bajrang UddhavBorkar, who had expired on 10.11.20014.
- Shri YatinDangat (claimant) has claimed for the policies with copy of Will dated 10.09.2015.
- RI has referred the case to their legal department on 11.09.2019 as they had called for Probate of Will from the claimant who had given letter saying that Probate of Will is not required as the will is executed in Pune and registered.
- RI has taken legal opinion of two Advocates and both of them opinioned that Probate of Will is required even though Will is executed out of Provincial cities following points cannot be overlooked:
 1. Date of death is within 6 days immediately after Date of Will.
 2. The person who is appointed as the Sole Executor of the Will is Mr.Girish Ramdas Dangat, has no appeared before RI.
 3. After the demise of the Nominee, the life assured has not changed the nomination, and suddenly on death bed, L.A. executed the WILL.
 4. A copy of WILL was in the custody of the Sole Executor, Girish Dangat, then why there is a delay of almost 4 years for approaching RI for claim and that too by a person other than the sole Executor.
 5. The relation between the claimant, the DLA and the sole Executor of the Will.
- RI has duly called for Probate of Will vide their communication date 26.10.2020 to the complainant.

3. Observations and conclusions:

The Forum heard the submission made by the complainant and the Respondent. From the documents submitted and the submissions made, it is observed that:

1. The complainant has claimed to be the beneficiary in the Will executed by the DLA.
2. The nominee under the subject policies has predeceased the Life assured under the subject policies.
3. It is observed that the DLA expired within 6 days of executing the Will, although she had not changed the nomination after the nominee's death.
4. It is mentioned in the Will that a copy of the Will shall be with Executor Mr. Girish Dangat and another copy with the Advocate. It is incomprehensible that both of them did not approach RI for the claim and the supposed beneficiary has directly submitted his claim after a gap of more than four years. Also the Sole Executor has not appeared or approached the RI

5. The claimant has approached RI after a span of more than four years with his claim .hence the claim is barred by limitation period of three years.

6. Forum concurs with the opinion of by the Advocate of the RI for calling **Probate of the Will** by RI from the complainant and the complainant may submit the same to RI

In view above the Forum awards as follows:

AWARD

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

Hence, the complaint is dismissed.

Dated at Pune, 22.11.2021

**VINAY SAH
INSURANCE OMBUDSMAN,PUNE**