BENGALURU CENTRE

LIFE CASES: Death Claim

Between Mrs. Shobha v/s LIC of India

No:BNG-L-029-1617-0184

Award date 29.06.2016

The Deceased Life Assured, Late Dhanaraj secured the policy, with his wife, Mrs. Shobha, as the nominee. DLA died on 14.11.2013 and the Complainant preferred Death Claim with the Insurer. The claim was repudiated for non-disclosure of material fact about the health condition of DLA while proposing for insurance.

Owing to the nature of the dispute, a personal hearing was arranged, firstly on 21.06.2016, when the Complainant expressed her inability to attend the hearing was postponed to 29.06.2016 and the Complainant, orally and in the written statement received from her after the hearing, denied that the DLA died due to jaundice. On a specific query, the Complainant admitted that though the DLA was not alcoholic, he used to consume alcohol casually.

Since the Insurer produced the medical papers in the name of "Dhanraj Biradar", the Complainant admitted that the DLA was also called by that name, but denied the same a while later in consultation with her brother, Mr. Shamrao present with her at the time of hearing. She also declared that the DLA was not taken to any hospital nor had he undergone any medical tests, as detailed by the Insurer. While submitting her written statement after the personal hearing, she again submitted that the DLA was not in the habit of consuming alcohol.

During the hearing, it was observed that the Complainant contradicted her own statements and written submissions many times. As stated above, the Insurer have submitted medical papers in support of their contention of non-disclosure of pre-proposal illness by the DLA. The very purpose of Personal History/Declaration of Good Health in the proposal is to elicit information / facts of material nature to facilitate insurance cover under the policy and the relevant queries were answered in the negative, thus, suppressing the exact health condition of the DLA. Hence, the circumstantial evidence during the personal hearing placed herein above and the hospital reports/ health records made available as detailed above proves that the DLA resorted to suppression of material fact with regard to his health.

The Insured is under the obligation to give the correct information about his heath, while answering the questions raised in respect of the personal statement of health in the proposal form, which forms the basis of the contract of Insurance, the cardinal principle underlying the same being Utmost Good Faith.

Hence, the complaint is **DISMISSED.**

===OOO===

LIFE CASES: Death Claim

Between Mrs. GEETHA v/s LIC OF INDIA
No: BNG-L-029-1617-0321

Award date 10.08.2016

The Deceased Life Assured, Late Bheemanna, secured policy and his wife, Mrs. Geetha, being the Appointee for the minor son (the nominee) i.e. the Complainant preferred Death Claim with the Insurer. DLA died on 14.02.2015 and the claim was repudiated for the reason being non-disclosure of material fact about the health condition of DLA while proposing for insurance.

The death claim under the policy has risen within 12 days of covering the life of DLA. The Insurer have submitted the medical evidence to prove pre-proposal illness that remained undisclosed by the DLA. Since non-disclosure of material facts and information relating to the health details of the life assured in the proposal form has been established beyond doubt.
Hence, the Complaint is **DISMISSED.**

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Between SHRI. INDRAPPA v/s AVIVA LIFE Insurance CO.LTD.
NO.: BNG-L-004-1617-0277

Award date 17.08.2016

The Deceased Life Assured, Mrs. Yamunamma, secured a policy by payment of annual premium Rs. 9,735/- for Death Sum Assured of Rs.8.9 Lakhs w.e.f. 13.06.2012. On account of her death on 20.08.2014, the nominee, Mr. Indrappa (her son) preferred Death Claim with the Insurer, who repudiated the claim on the ground of non-disclosure of material fact with regard to age of DLA.

The maximum age at entry for the product being 55 years (as represented by the Insurer), due attention to points in 18(b) & 21(i), there is clear mis-representation of age of self and age of her son by DLA. The PAN Card has been obtained within 2 months prior in order to gain through insurance to the tune of Rs. 8.9 Lakhs. This also substantiated the fraudulent intent in obtaining life cover, thus making repudiation reasonable (even if the death occurred after 2 years from the acceptance of risk by the Insurer).
The Complaint **DISMISSED.**

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Mr. RAMAKRISHNA K PAWAR v/s SHRIRAM Life Insurance CO.LTD
No: BNG-L-043-1617-0293

Award date 17.08.2016

The Deceased Life Assured, Mrs. Renuka Pawar (herein-after called DLA) secured the policy, her husband Mr. Ramakrishna Pawar being the nominee preferred Death Claim with the Insurer due to death of DLA. The claim was repudiated for non-disclosure of material fact about the health condition of DLA while proposing for Insurance.

During the course of the personal Hearing, the Complainant stated that they knew about the disease just before DLA's death and her inconvenience due to the disease was mistook by them as Gastric problem. On questioning about whether the Complainant himself was adequately insured (as DLA was housewife), The Complainant submitted a policy status in his name assuring himself for Rs. 65,000/-. The representative of the Insurer brought out the contents of the investigation report, which mentioned that DLA had availed extensive treatments earlier and had also lost her hair and shrivelled her neck area, thus pointing out the fraudulent intent in obtaining the policy.

Taking into accounts the facts and circumstances of the case, the ultimate evidence that can be relied upon by this Forum is the Medical Attendant's Certificate dated 13.06.2015 submitted by the claimant himself to the Insurer. It is stated that DLA was suffering from the disease since 3 months, the duration of the policy being 2 months and 14 days from the date of remittance of first premium.

Apropos, it is pertinent to point out that the Insurer have accepted to cover the life of DLA without a proper / completely filled proposal. The policy was sourced against loan to the Complainant, but his wife being covered under the policy. The Underwriter/ intermediary's role here is questionable, especially when the proposal failed to elicit necessary information. The Insurer's underwriting norms with respect to the potential moral hazard in selection of risk (proposed to be covered) needs complete review / utmost attention to weed off such unwarranted circumstances.

Insurance being a contract of utmost good faith, the Insured is bound to give correct information about him/ her for obtaining life cover. Here, the underwriter of the policy has grossly neglected the essentials of the contract, but this cannot substantiate for admitting death claim, which contravenes the basic principle of insurance.

Hence the complaint **DISMISSED.**

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Between Sri. MANOJ KUMAR v/s LIC of India
NO.: BNG-L-029-1617-0361

Award date 02.09.2016

The Deceased Life Assured, Mr. Suresh Kumar Surekha (herein after referred as DLA) secured the above-mentioned policy by payment of annual premium @ Rs. 6,239/- for Death Sum Assured of Rs. 5 Lakhs w.e.f. 28.07.2005. On account of his death on 17.07.2015, the nominee, Mrs. Kabita Surekha (his wife) preferred Death Claim with the Insurer, who repudiated the claim on the ground of non-disclosure of material fact regarding availability of Standard Age Proof.

The Personal hearing was arranged on 17.08.2016 and the Complainant submitted to have sent the PAN card of DLA along with the claim forms to the Insurer but the Insurer did not consider the same. The Insurer remained unrepresented without any prior information and the SCN was received ONLY after the hearing was over and after repeated reminders.

Taking into account the facts & circumstances of the case and the submissions made during the personal hearing, and documents available, it was observed that the Claim was repudiated for non-availability of Standard Age Proof while securing the policy. The policy schedule issued states that Date of Birth of DLA as 03.11.1972 and the age was said to be admitted. The nature of age proof declared in the relevant proposal was Previous Policy no. 418392374, which has been accepted with Self declaration (NSAP). The proposal had been accepted without any condition for production of Standard Age Proof or School Certificate.

Reference is invited to Annexure to Policy No. 415772335 (issued on 28.09.2003) for "Extract from the evidence of age submitted", wherein the document submitted is said to be "School Certificate from Shree Satyanarayan Madhav Mishra Vidhyalaya, Howrah" stating the age as in proposal. This document is duly signed by DLA and the Official of the Insurer has also authenticated that the age was extracted from this original age proof and witnessing DLA. Reference is also required to Annexure "A" (Revised) dated 24.11.2003 submitted for next policy by DLA declaring the reason for non-production of School/ Birth certificates as "misplaced", which is duly signed by the Officials of the Insurer. So, at the time of issuance of policy in question, the age extract for school certificate was available with the Insurer and subsequently, it was made clear to the Insurer by DLA that these certificates are not available. The Insurer could have ascertained in writing that the policy stands valid only on production of the specified certificates for age proof at the time of underwriting. The conditions of policy document on "Proof of Age" also stipulates eventualities when the age is found to be incorrect from what is stated in the proposal and has not spelt out that the submission of particular document as proof is mandatory.

Firstly, there is absence of cognizance to the requirements stipulated by the Insurer themselves. Secondly, when DLA had already declared that the relevant certificates were not available, invoking non-disclosure/ concealment in non-submission of the same document was not reasonable. Further, the Insurer had no dispute in the age declared and had settled the claim in other policies. DLA had been in the habit of securing policies from 2003, thus the issue of potential moral hazard cannot be assigned to this matter. The Complainant has also made available PAN card of DLA with same date of birth.

Hence, the Complaint is **ALLOWED.**

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Between Sri K.R. Srinivasa v/s LIC OF India.
NO: BNG-L-029-1617-0353

Award date 19.10.2016

The Deceased Life Assured, Mrs. Varalakshmamma secured life insurance policy by payment of annual premium of Rs. 8,476/- for Sum Assured of Rs. 1,00,000 w.e.f. 28.04.2010. On account of her death on 29.05.2010, the nominee of the deceased, Mr. K.R. Srinivasa (Brother) preferred Death Claim with the

Insurer, who repudiated the claim on the ground of non-disclosure of material fact with regard to the DLA's marital status and age.

The Insurer has submitted proof of death of the DLA's Husband which shows that the DLA was widow & age proof, which means as on the date of proposal the DLAs age was 51 years and that as per the underwriting rules of the Insurer the DLA was not eligible for Jeevan Anand plan itself. The material information such as Marital Status and also the correct age was not disclosed; thereby mislead the Insurer in accepting the proposal which was otherwise not eligible to offer at all. Hence, the Complaint **DISMISSED.**

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OFFICE OF THE INSURANCE OMBUDSMAN
BHOPAL

Case No: BHP-L-029-1516-0583

Smt. Shanti Bai **Repudiation of Death Claim**

V/s

LIC of India

Award Dated 04/05/2016

Brief Facts:- The complainant's husband had taken the **346694946**policy no. from the respondent company. It is said that the complainant's husband died on 25.4.2014. Thereafter, complainant lodged the death claim before the respondent which was repudiated on the ground of Non-discloser of Material Facts about previous ailment while her husband has no any previous ailment at the time of taking the policy.

The respondent in the SCN/reply have contended that the DLA was having **ill health** before taking the policy and had taken leave on different dates without pay and have taken the plea that the policy holder/insure had chronic alcoholic liver disease with renal failure and was a chronic alcoholic and chronic bidi smoker for last 25 years. As such, the claim was repudiated on the ground of non disclosure of material fact of previous ailment and chronic alcoholic etc.

FINDINGS & DECISION:-

From perusal of the proposal form (xerox copy) brought on record by the respondent company, it transpires that the policy holder/ DLA had answered in negative against all the questions in column no. 11 (a) to (i) regarding consulting a medical practitioner as well as suffering from ailments of liver, stomach, kidney, High B.P. etc. and undergoing treatment for any ailment and had categorically answered in negative "No" regarding taking alcoholic drinks/ tobacco in any

form and remained absent from place of work on ground of health and had answered as “good” regarding his usual state of health.

From perusal of all the medical documents available on the record like indoor continuous sheet, it transpires that the patient/DLA was admitted in Shri Aurobindo Institute of Medical Sciences twice on 05.03.2014 and 16.04.2014 for treatment of Cirrhosis/ portal hypertension, hepatorenal syndrome with anemia hypoprotienemia as provisionally diagnose and the OPD prescription dated 05.03.2014 shows as k/c/o ? ALD/PHTN/ ASCITES and was advised admission. The indoor case history sheet shows the patient as a known case of CKD stage V on intermittent dialysis and in the past history, it has been mentioned that he was treated since last five months for liver cirrhosis and in addiction history, it has been mentioned history of alcoholism two quarter a day for fifteen years and history of occasional cigarette smoking. The medical documents brought on record by the respondent shows that the medical documents relates to the period from 05.03.2014 to 15.03.2014 as the attendant of the patient got the patient discharged on 15.03.2014 on his own risk and again from 16.04.2014 to 25.04.2014 till death.

No doubt, it was the duty of the DLA to disclose about taking alcohol & bidi/ cigarette smoking as well as Liver cirrhosis and renal ailment in the proposal form if it was existing at the time of taking the policy but at the same time, it is the responsibility of the respondent company also to procure and produce the treatment papers to show that DLA was suffering from Alcoholic Liver Cirrhosis and renal problem prior to taking the aforesaid policy and the respondent have only brought on record the medical documents only from 05.03.2014 to 15.03.2014 and 16.04.2014 till date of death dated 25.04.2014 showing the history of above ailments and the history of addictions of alcoholism two quarter a day for fifteen years and history of occasional cigarette smoking. So, blame cannot be put squarely on the insured alone as the respondent company have not produced any other evidence except indoor case history sheets in proof of the treatment taken for Alcoholic Liver Cirrhosis as well as CKD prior to taking the policy. Also, the fact cannot be lost sight of that the DLA belonged to lower strata of society and was labour by occupation in D& H Secheron Electrodes Ltd.Indore. In order to mitigate the hardship faced by the widow of the DLA and keeping in view the above deliberations, it appears to me just and proper to allow the death claim for Rs. 20,000/- only as on **ex-gratia** basis under the concerned policy document invoking the provisions of Rule 18 of RPG Rules 1998 as full and final settlement of the death claim.

Award/Order: - Award as above

Case No: BHP-L-019-1617-0010

Sh. Ravi Singh **Repudiation of Death Claim**

V/s

HDFC Std. Life Ins.Co. Ltd.

Award Dated 28/06/2016

Brief Facts :-

The policy bearing no. 16598177 DOC 24/02/2014 was taken by the father of the complainant who died on 26.07.2014. The complainant had submitted all the relevant papers for settlement of death claim. The claim was repudiated by the respondent company on the ground that occupation of the DLA was misrepresented in the application dated 27/1/2014. The complainant thereafter approached the grievance cell of the respondent company but her grievance was not redressed. Being aggrieved from the action of the respondent company, the complainant approached this forum for redresal of the complaint.

The respondent in their SCN have contended that the proposal form was accepted on the basis of information provided by the deceased father of the complainant and the information regarding occupation and income is found incorrect during investigation. As such claim was repudiated on the ground of nondisclosure of occupation and income of the deceased father of the complainant.

FINDINGS & DECISION:-

The company had repudiated the claim on the ground that as per its investigation, the occupation and income disclosed by the life assured was incorrect. When asked, the company expressed its inability to submit the investigation report. The copy of the I.T.R.-V for assessment year 2012-13 and 2013-14 are on record, as per which the deceased enjoyed income of around 15,000/- per month from business.

The company failed to submit anything to support that the DLA was not a fruit seller. In any case, whether the person was a fruit seller or doing some other business or occupation can not be a ground for repudiating a claim unless it is established that the person was in some hazardous occupation.

In view of these facts and circumstances, I feel it just fair and equitable to award that the insurance company should settle the claim of the complainant for Rs.18,00,000/- as per Terms & Conditions of the policy as full and final settlement of the grievance complaint.

Award/Order: - Award as above

Case No: BHP-L-029-1617-0093

Mrs.Shweta Dubey **Repudiation of Death Claim**

V/s

Life Insurance Corporation of India

Award Dated 04/07/2016

Brief Facts :- The complainant's husband Mr. Jitendra Dubey has taken the policy bearing no. **354558950** from the respondent company. The husband of the complainant died on 09.01.2015, thereafter complainant submitted all the relevant papers for settlement of death claim which was repudiated by the respondent company on the ground of non discloser of material facts about previous ailment at the time of taking the policy. The complainant made request to the insurance company for reconsideration of claim but the same was not accepted. Being aggrieved from the action of respondent company, the complainant approached this forum for redressal of complaint.

The respondent in the SCN/reply have contended that the DLA was suffering from Pulmonary Embolism prior to proposal and was aware of this. He was taking treatment for pulmonary embolism and same was not disclosed in the proposal form dated 10.03.2013, hence the claim was repudiated due to non disclosure of material facts.

FINDINGS & DECISION:-

As per discharge summary dated 15.10.2012 of Bhopal Memorial Hospital & Research Centre, the Life Assured was suffering from "Pulmonary Embolism". This fact was not disclosed in the proposal form dated 11.03.2013. The LA died from the same disease ' Pulmonary Embolism" .

In view of all these facts and circumstances, I feel it just, fair & equitable to dismiss the complaint as not justifiable.

Award/Order: - Dismissed

Case No: BHP- L-029-1617-0100

Mrs.Asha Sisodiya, **Repudiation of Death Claim**

V/s

Life Insurance Corporation of India

Award Dated 04/07/2016

Facts :- The complainant's husband Mr. Vikram Singh Sisodiya has taken policy bearing no. **341144945 w.e.f. 07.10.2009** from the respondent company. The husband of the complainant died on 21.02.2011. The complainant submitted all the relevant papers for settlement of death claim which was repudiated by the respondent company on the ground of Time barred Early Claim & Non disclosure of Material Facts about Health at the time of taking the policy. The complainant made request to the insurance company for reconsideration of claim but the same was not accepted. Thereafter, she approached the grievance cell of the respondent but her grievance was not redressed. Being aggrieved from the action of respondent company, the complainant approached this forum for redressal of complaint.

The respondent in the SCN/reply have contended that the DLA had habitual drinker of alcohol since 20 years and suffering from Liver disease for which he had taken leave on medical ground. These material facts were not disclosed by the DLA at the time of taking the policy and also a time barred case (death claim lodged after 4 years).

FINDINGS & DECISION:

The Life Assured committed suicide on 21.02.2011. The claim was filed late by more than 4 years and was repudiated as time barred. On merits, the LA was suffering from kidney disease as per prescription dated 08.11.2009 of Sanskar Hospital & Research Center, Dewas and as per prescription dated 08.12.2009 of the same hospital, the LA was in the habit of drinking alcohol heavily since last 20 years. As per police report, the LA committed suicide as he was suffering from ill health for a long period. The LA had not disclosed the details regarding ill health in the proposal form.

In view of all these facts and circumstances, I feel it just, fair & equitable to dismiss the complaint as not justifiable. A copy of the award may be sent to the Complainant and the Respondent Insurance Company for information.

Award/Order : DISMISSED

Case No: BHP-L-029-1617-0063

Mrs.Kalpana Badaya **Repudiation of Death Claim**

V/s

Life Insurance Corporation of India

Award Dated 04/07/2016

Brief Facts :- The complainant's husband Mr. Mahendra Badaya has taken captioned policies No. 203585549 and201647564 from the respondent company. The husband of the complainant died on 27.09.2014, thereafter complainant submitted all the relevant papers for settlement of death claim which was repudiated by the respondent company on the ground of non discloser of material facts about previous ailment and previous policies at the time of taking the policy. The complainant made request to the insurance company for reconsideration of claim but the same was not accepted. Being aggrieved from the action of respondent company, the complainant approached this forum for redressal of complaint.

The respondent in the SCN/reply have contended that the above mentioned policies taken without mentioning previous policy under Asha Deep plan in which illness benefits due to Cancer of Cheek was taken and has not mentioned his previous illness in proposal of new policies. The DLA had past history of Carcinoma Rt. Becalm Mucousa in year 2006 which was not disclosed in proposal forms of captioned policies.

FINDINGS & DECISION:

The respondent company produced the evidence to show that LA was suffering from Cancer and for this reason a claim was taken by him on 21.08.2006 against Asha Deep Life Insurance Policy. The details of this illness and the old policy were not disclosed in the proposal form.

In view of all these facts and circumstances, I feel it just, fair & equitable to dismiss the complaint as not justifiable. A copy of the award may be sent to the Complainant and the Respondent Insurance Company for information.

Award/Order: - Dismissed

Case No: BHP-L-029-1617-0106

Mrs.Kamar Bai,

Repudiation of Accident Benefit Claim

V/s

Life Insurance Corporation of India

Award Dated 14/07/2016

Brief Facts:- The complainant's son Mr. Danendra Singh Rajput has taken the policy bearing no. **354274186** with accident benefit from the respondent company. The son of the complainant died on 02.04.2015, thereafter complainant submitted all the relevant papers for settlement of death claim with accident benefit but respondent company paid only death claim and the claim for accident benefit was repudiated on the ground that accident benefit not payable during Auto Cover Period. The complainant made request to the insurance company for reconsideration of claim but the same was not accepted. Thereafter, she approached the grievance cell of the respondent but her grievance was not redressed. Being aggrieved from the action of the respondent company, the complainant approached this forum for redressal of complaint. As per status report of the policy, F.U.P. was 10/2014 i.e. policy is in lapse condition at the time of Death of DLA.

FINDINGS & DECISION:

As per Terms & Condition of the policy, if a premium remains unpaid, death cover continues for a period of 2 years. However, during this period accident benefit is not available.

In this case half yearly premium due in October, 2014 was not paid. The deceased expired on 02.04.2015. Death claim Rs. 5 lac has already been paid by the company and accidental benefit has rightly been denied.

In view of all these facts and circumstances, I feel it just, fair & equitable to dismiss the complaint as not justifiable. A copy of the award may be sent to the Complainant and the Respondent Insurance Company for information.

Award/Order: - Dismissed

Case No: BHP-L-029-1617-0072

Mr.R.K.Tiwari, **Repudiation of Death Claim**

V/s

Life Insurance Corporation of India

Award Dated 14/07/2016

Brief Facts :- The complainant's wife Late Smt. Chhaya Tiwari had taken the policy bearing no. 344647158 from the respondent company. The wife of the complainant died on 05.01.2013, thereafter complainant submitted all the relevant papers for settlement of death claim which was repudiated by the respondent company on the ground of Non disclosure of Material Facts about Health at the time of taking the policy. The complainant made request to the insurance company for reconsideration of claim but the same was not accepted. Thereafter, he approached the grievance cell of the respondent but his grievance was not redressed.

FINDINGS & DECISION:-

The Respondent Company claimed that the deceased consulted Navoday Cancer Hospital & Research Centre, Bhopal on 23rd April, 2012 for the first time. In support a certificate from the said hospital was produced. This was before the D.O.C.-28.04.2012.

The complainant, from the other hand stated that the certificate is not correct and the patient first consulted the cancer hospital on 15th May, 2012. As per papers on record, breast cancer was confirmed on 15.05.2012 and treatment was started w.e.f 23.05.2012. The insured expired on 05.01.2013.

In view of all these facts and circumstances and the certificate produced by the company, I feel it just, fair & equitable to dismiss the complaint as not justifiable.

Award/Order: - Dismissed

Case No: BHP-L-029-1617-0104

Mr.Rajesh Arora **Repudiation of Death Claim**

V/s

Life Insurance Corporation of India

Award Dated 14/07/2016

Brief Facts :- The complainant's wife Late Smt. Gunjan Arora had taken the policy no.347186748 DOC 28/03/2013 from the respondent company. The wife of the complainant died on 31.12.2014, thereafter complainant submitted all the relevant papers for settlement of death claim which was repudiated by the respondent company on the ground of Non disclosure of Material Facts about Health at the time of taking the policy. The complainant made request to the insurance company for reconsideration of claim but the same was not accepted. Thereafter, he approached the grievance cell of the respondent but his grievance was not redressed.

The respondent in their SCN/reply have contended that The DLA was diabetic for 3-4 years on treatment & CAD and had PTCA in 2010. These material facts were not disclosed in the proposal form.

FINDINGS & DECISION:-

As per discharge summary, the deceased was a known case of DM and Stent was implanted in year 2010, that is 3 years before D.O.C.. In the proposal form, nothing was disclosed. The complainant argued that medical examination was conducted before taking the policy. The complainant cannot escape from his primary responsibility of disclosing material facts correctly & completely, by stating that medical examination was conducted. The repudiation is well based.

In view of all these facts and circumstances, I feel it just, fair & equitable to dismiss the complaint as not justifiable. A copy of the award may be sent to the Complainant and the Respondent Insurance Company for information.

Award/Order: - Dismissed

Case No: BHP-L-019-1516-0636

Smt. Krishna Bai Malviya **Repudiation of Death Claim**

V/s

HDFC Std Life Ins.Co. Ltd.

Award Dated 15/07/2016

Brief Facts :- The husband of the complainant had taken a policy no. 16536987 from the respondent company on 31st Dec.,2014. He suddenly died. The claim papers were submitted in the company but the claim was rejected on the ground that the wrong information was given about the income of the DLA as he was BPL card holder and he did not disclose this at the time of taking the policy. The complainant approached this forum for natural justice.

FINDINGS & DECISION:

On hearing date fixed 16.06.2016, company did not file SCN and no body attended on behalf of company. Finally SCN was filed on 14.07.2015. In the SCN, it is claimed that the lady was suffering from chronic disease as per patient discharge summary on record. However, no such discharge summary was filed. The enquiry report filed alongwith SCN clearly states that there was no clue that DLA was suffering from any past illness. The other plea taken is that the DLA was BPL card holder and income was less than declared. As per copy of Bank Account of

DLA, he was receiving pension of around Rs.10,000/- per month from army. He was also having other income, there is nothing to support respondent company statement that the income was under stated.

In view of these facts and circumstances, I feel it just fair and equitable to award that the insurance company shall settle the claim of the complainant for Rs. 8,54,962/- with bonus if any as per Terms & Conditions of the policy as full and final settlement of the grievance complaint.

Award/Order: - Award as above

Case No: BHP-L-019-1516-0642

Smt. Madhubala Soni **Repudiation of Death Claim**

V/s

HDFC Std. Life Ins.Co. Ltd.

Award Dated 15/07/2016

Brief Facts:-

The policy no. **17456802** was taken by the husband of the complainant on his own life. The LA died within two days after taking the policy. The complainant lodged the death claim before the respondent which was repudiated on the ground that the DLA was having history of illness before taking the policy and was not disclosed at the time of taking the policy. The complainant approached this forum for redressal of her grievance.

FINDINGS & DECISION :

Vide reply filed on 14.07.2015 respondent company filed, details of treatment taken by DLA as indoor patient from 30.12.2014 to 04.01.2015 (before date of commencement) at Shivalay hospital Atul medical centre Dewas. DLA was suffering from chest pain, DM, serious wounds. Thereafter, policy was taken and death occurred after two days of insurance. Same was not disclosed in proposal form.

In view of all these facts and circumstances, I feel it just, fair & equitable to dismiss the complaint as not justifiable. A copy of the award may be sent to the Complainant and the Respondent Insurance Company for information.

Award/Order: - Dismissed

Case No: BHP-L-036-1617-0166

Mr. Dharmendra Yadav **Repudiation of death claim**

V/s

HDFC Std. Life Ins. Co. Ltd.

Award Dated 20/07/2016

Facts- The policy no. 51644186 with DOC 21.05.2014 was taken by the mother of the complainant from the respondent company on her own life. The LA died on 10.2.2015. On 12/12/2015, the complainant who is also the nominee, filed the claim papers in the Sagar Branch of the company but the company denied the claim due to non-disclosure of the material fact about the age and illness of the DLA and refunded only the premium paid. The complainant approached this forum for justice.

The respondent in its SC N contended that the Life Assured died on February 10, 2015 i.e. after a period of 8 months and 20 days from the date of issuance of the Policy**.** During investigation, company found out that the Life Assured had misrepresented her age to purchase the captioned insurance policy. The Life assured understated her age by about 13 years and submitted school certificate issued in 1972 showing her age 53 years, whereas the school was established in 1974. The respondent have also taken the plea that in the voter ID card of the LA's eldest son Mr. Bali Yaday, his age mentioned 51 years which was biological improbability. The respondent also stated that in medical records of the year 2014, from the Bhagyodya Teerth Chikitsalya, the LA's age was recorded as 68 years. So, in the light of the above facts and the irrefutable evidence claim was repudiated on the ground of misrepresentation of age of the Life Assured in proposal form.

FINDINGS & DECISION:

The LA was stated to be born on 11.07.1962, whereas her eldest son Bali is born in 1965. The date of birth of 11.07.1962 was admitted on the basis of school leaving certificate issued in 1972. On verification the school was found to be established in 1974. As per treatment paper of the year 2014 the LA's age was recorded as 68 years. The certificate of Gram Panchayat Braru dated 26.12.2015 also submitted by the respondent, in which the age of LA was mentioned aprox.70 years. All the circumstances clearly established that the age was understated by more than 15 years. The claim was rightly repudiated.

In view of all these facts and circumstances, I feel it just, fair & equitable to dismiss the complaint as not justifiable.

Award/Order: - Dismissed

Case NO:BHP-L-006-1617-0123 **Death claim**

Mrs. Leela Bai V/S Bajaj Allianz Life Insurance Co. Ltd.

Award dated 21.07.2016

Facts Case - The complainant's husband was covered under Sarve Shakti Suraksha Policy bearinbg no. 0290845742 being an account holder of Narmada Jhabua Gramin Bank issued by the respondent. The husband of the complainant died on 23.04.2015, thereafter complainant lodged the Accident Claim before the respondent but her claim was not settled nor any reply was given by the respondent. She approached the grievance cell of the respondent but her grievance was not redressed.

Insurer's representative submit a letter of respondent dated 20.07.2017 mentioning therein that the company has reviewed the case and is of opinion to admit and pay the accidental death benefit claim of Rs.4,00,000/-.

Findings & Decision

The respondent company showing its willingness to settle the complaint through its letter dated 20.07.2016. So, it is needless to discuss the merit of the case in view of willingness of the respondent to admit and pay the accidental death claim.

In view of these facts and circumstances, I feel it just fair and equitable to award that the company shall pay Rs.4,00,000/- (Rs. Four Lac only) to the complainant as full and final settlement of the grievance complaint.

Award/Order : Allowed

Case NO:BHP-L-029-1617-0073 **Death Claim**

Mrs. Somaro Tirkey V/S LIC of India

Order No.IO/BHP/A/LI/0054/2016-2017 **Dated 03.08.2016**

Facts - The complainant's husband Mr.Sukhram Tirkey had taken the policy bearing no.358110376 from the respondent company. The husband of the complainant died on 14.04.2013. The complainant submitted all the relevant papers for settlement of death claim

which was repudiated by the respondent company on the ground of Non disclosure of Material Facts about Health at the time of taking the policy. The complainant made request to the insurance company for reconsideration of claim but the same was not accepted.

The respondent in the SCN/reply have contended that the DLA was having history of illness and was suffering from ARF Hypertrophic for which he had taken leave on medical ground. These material facts were not disclosed by the DLA at the time of taking the policy.

The Company produced the evidence as per which, the DLA was repeatedly on leave for long duration on medical ground for treatment of Acute Renal Failure Hypertrophic since 24/05/2009. Neither the decease nor the leave on medical ground was disclosed by the DLA in the proposal form dated 01/06/2011. Thus, it is established that the material fact was not disclosed by the DLA at the time of taking the policy. The repudiation by the company is proper. Hence, complaint stands dismissed.

Award/Order ; Dismissed

Case NO:BHP-L-036-1617-0171 **Death Claim**

Mrs. Meena Iyer V/S Reliance Life Insurance Co. Ltd.

Award dated 04.08.2016

Facts The policy no. 51831619 was taken by the husband of the complainant on his own life. The LA died on 16.10.2015. There after she lodged the death claim before the respondent which was repudiated on the ground that the DLA was suffering from Diabetes Mellitus since 23 years, Hypertension since 8 years and had undergone Angioplasty (PTCA) in the year 2006 and 2011 prior to the inception of the policy and these material facts were not disclosed at the time of taking the policy.

The respondent in the SCN/reply have contended that the DLA was suffering from loose motions, vomiting, sensation during 03 months, B/L legs Oedema and Paid on Oedema. The DLA was also having history of Coronary Artery Disease since 8 years, DM since 23 years and has undergone Angioplasty in 2006 and 2011. These material facts were not disclosed by the DLA at the time of taking the policy.

Findings & Decision

As per OPD History sheet dated 12/2/2014 from Samarpan Kidney Institute and Research Center, the DLA had undergone angioplasty in the year 2006 and 2011 with history of DM since

23 years and Hypertension since 8 years. None of these was disclosed in the Proposal Form. The complainant is silent about angioplasty done in the year 2006 and 2011. She is claiming that DM and HTN were not disclosed on the advice of the agent. The fact remains that all the above mentioned treatment was never disclosed in the Proposal Form. Thus, it is established that the material fact was not disclosed by the DLA at the time of taking the policy. Hence, the repudiation by the company is proper. The complaint stands dismissed.

Award/Order : Dismissed

Case NO:BHP-L-036-1617-0081 **Death Claim**

Mrs. Khatoon Bee V/S Reliance Life Insurance Co. Ltd.

Awarded Dated 05.08.2016

Facts –The policy No. 51433885 was taken by Ms.Shahida Begum, the sister of the complainant on her own life. The LA died on 25.08.2014. Thereafter, complainant lodged the death claim before the respondent which was repudiated on the ground of non disclosure of material fact about age. The complainant approached the grievance cell of the respondent for reconsideration of her claim but her grievance was not redressed.

The respondent in the SCN/reply contended that the above mentioned policy was issued on the basis of proposal form duly signed by the DLA. The DLA died on August 25, 2014 i.e. after a period of 7 months and 16 days from the date of issuance of the policy. During investigation, the company found that life assured had misrepresented her age to purchase the captioned policy. The life assured understated her age by about 11 years. So, claim was repudiated on the ground of non disclosure of material facts.

Findings & Decision

The complainant claimed that the DLA never submitted any school certificate as proof of age. The only document submitted was Voter ID Card as per which age on 01.01.1965 was 40 years and therefore, the same on 01.09.2014 was 59 years. The company representative accepted that this Voter ID card was submitted along with proposal form but it was submitted as ID & address proof. The fact remains that Voter ID card was before the company while issuing the policy, still the age on date of commencement of the policy was admitted to be 49 years by the company as mentioned in the proposal form. Obviously, the fault is lying with both the parties. If

there was a mis-representation of age by the DLA the company had documents with it to reject the proposal but it was not done.

Keeping in view the above facts and circumstances, I feel it just, fair & equitable to award an ex-gratia payment of Rs.2,12,436/- (50% of the S.A.). The respondent Reliance Life Insurance Company shall make payment of ex-gratia amount of Rs. 2,12,436/- (50% of the S.A.) to the complainant as full and final settlement of the grievance/ complaint.

Award/Order : Allowed on Ex-gratia

Case NO:BHP-L-041-1617-0220 **Death Claim**

Mrs. Rubina Nafeesa V/S SBI Life India Life Insurance Co. Ltd.

Order No.IO/BHP/A/LI/0062/2016-2017

Dated : 22.08.2016

Facts - The Policyholder Late Mr. Shaheem Mohammad, was working under Public Health Department Hoshangabad as Chowkidar for the last 20 years and had taken a policy bearing no. **76001000135** under Pradhan Mantri Jeevan Jyoti Yojyna through his employer. The policyholder died on 20.11.2015 due to heart attack. The complaint lodged the death claim of her husband before the respondent company which was repudiated by the respondent company stating the reason that as per their records they have not received the membership details alongwith premium amount for the deceased policyholder from SBI Hoshangabad Branch and hence no insurance contract existed as on date of death and hence the sum assured under the above policy is not payable.

The respondent in its SCN/reply contended that company did not receive any premium in respect of the deceased Mr. Shameem Mohammed and thus he was not covered under the PMJJBY, hence complainant is not entitled to any insurance claim under the scheme of insurance.

Findings & Decision

The date of commencement of the Master Policy is 01.06.2015. The L.A. expired on 20.11.2015. As per copy of acknowledgement filed by the complainant, the DLA submitted his consent form to the State Bank of India, however the acknowledgement is without any date and it is not known as to when the same was submitted to State Bank of India. It is undisputed that

the bank never deducted any premium from LA's bank account. As a result the insurance company never received any premium amount. The repudiation is in order. Hence complaint stands dismissed.

Award/Order : Dismissed

Case NO: BHP-L-017-1617-0211 **Death Claim**

Mr. Chottelal V/S Future Generali India Life Insurance Co. Ltd.

Award Dated 24.08.2016

Facts - The policy No. 01133623 was issued to the complainant by the respondent company on 26.06.2013. The complainant made a request for considering the death claim of his son who expired on 12.08.2013 due to heart attack, as a proof of which they had given the death certificate but the respondent company has repudiated the death claim stating the reason that they hold indisputable proof to show that the applicant expired on 12.06.2013 even before signing the application of insurance policy.

The respondent in its SCN/reply contended that the above mentioned policy was issued on the basis of proposal form and benefit illustration duly signed by the Life Assured with commencement date 28.06.2013. After a span of two years the complainant intimated that the life assured had passed away on 12.08.2013 and preferred death claim. The respondent commenced an investigation into the genuineness of claim and concern investigation revealed that the LA had in reality passed away on 12.06.2013 which is prior to date 26.06.2013 on which the proposal form was submitted for the concerned policy. Hence claim was repudiated.

Findings & Decision

The D.O.C. of the policy is 28.06.2013. As per the details filed by the company, the Life Assured was admitted to Govt. Distt.Hospital, Murena on 04.06.2013 with serious burn injuries and was declared dead on 12.06.2013 i.e. before the date of commencement. Thus, complaint stands dismissed.

Award/Order: Dismissed

Case NO:BHP-L-017-1617-0216 **Death Claim**

Mrs. Shakuntala Devi V/S Future Generali India Life Insurance Co. Ltd.

Order No. IO/BHP/A/LI/0066/2016-2017

Dated 08.09.2016

Facts - The policy bearing no. 01189795 was taken by Late Shri Phool Sing, the husband of the complainant from the respondent company on his own life. The Life assured died on 17.11.2014. The complainant who is also the nominee, submitted claim papers to the company. But the company repudiated the claim saying that the DLA was suffering from TB before taking the policy and he did not disclose this fact in the proposal form.

The respondent in its SCN/reply contended that the above mentioned policy was issued on the basis of information given in proposal form duly signed by the Life Assured. The death of life assured had taken place within a period of two years from the date of commencement of the policy, so respondent initiated an investigation into the death claim. The investigation revealed that the life assured had been suffering from Lung Tuberculosis and was undergoing treatment prior to the date of proposal for the subject policy at District Hospital since 11.01.2013 which is prior to the Proposal date. Hence claim was repudiated on the non disclosure of material facts.

Findings & Decision

The company repudiated the claim on the ground that DLA was suffering from TB before taking the policy. In support a paper was filed which does not have any seal or signature or even any name and address of the hospital. Even the dates mentioned are self contradictory – First examination on 01.03.2013 and the treatment started w.e.f. 11.01.2013. The paper filed is not at all reliable. The repudiation is without any basis. Thus, it is awarded that respondent company shall pay the death claim of Rs. 2,00,000/- to the complainant as full and final settlement of the grievance complaint.

Award/Order: Allowed

Case NO:BHP-L-029-1617-0261 **Death Claim**

Mrs. Nujrat Kunwar Shah V/S Life Insurance Corporation of India

Order No. IO/BHP/A/LI/0073 /2016-2017

Dated 29.09.2016

Facts - The policy No.354889464 was taken by Late Shri Bilal Shah, the brother of the complainant from the respondent company on his own life. The Life assured died on 14.10.2014. The complainant submitted claim papers to the respondent company. But the company not settling the death claim and demanding treatment papers which are not available.

The respondent in its SCN/reply contended that claim is pending for want of B,B1, Treatment papers from LBS Hospital, Kamla Nehru Hospital, Hamidia Hospital.

Findings & Decision

During some enquiry, the respondent company came to know that the deceased was under going treatment for four years before the DOC at various hospitals in Bhopal. The respondent asked the complainant to file treatment papers from LBS Hospital, Kamla Nehru Hospital, Hamidia Hospital.

The complainant categorically stated that the deceased was not treated at any of these hospitals and there was no question of submitting treatment papers of these hospitals. The respondent failed to establish that DLA was under treatment before DOC. The repudiation is not proper.

In view of all these facts and circumstances, I feel it just, fair & equitable to award that respondent company shall pay the death claim of Rs. 2,00,000/- to the complainant as full and final settlement of the grievance complaint.

Award/ Order : Allowed

Complaint No-BHU-L-033-1516-0409 Death Claim

Mrs. Pujarini Mohanty Vrs M/S. PNB Met Life Ins.Co.Ltd.,

Award dated 20th Apri,2016,

The husband of the complainant took a life insurance policy from the OP during his life time. Due to fever, her husband expired on 14/02/2015. Being the nominee, she lodged a death claim before the insurer which rejected her claim on the ground that the DLA misrepresented his actual income at the time of submission of proposal and did not disclose previous insurance cover. Finding on other way, she approached this forum for

Redressal. On the other hand, the OP did not file counter/SCN despite notice. But, it informed this center through a letter dated 04/04/2016 that the OP, after reconsideration of the claim, paid Rs.514015.95 through NEFT on 01/04/2016 to the bank account of the complainant.

After due verification of all the available papers, particularly, the letter of the OP confirming the settlement of the death claim in favour of the complainant, it becomes clear that the grievance of the complainant has been resolved in the meanwhile. Also a letter from the complainant is received by this forum on 05/04/2016 admitting the receipt of death claim amount in her bank account through NEFT and she wants to withdraw the case. Therefore, this forum does not want to proceed further in the matter. The policy schedule reflects that the base Sum Assured is Rs. 516960/-. Since OP has resolved the grievance of the complainant by paying the death claim, the present complaint deserves dismissal. Hence it is ordered.

AWARD

Taking into account the facts & circumstances of the case and submissions made by the OP during the course of hearing, the complaint is treated as dismissed.

BHUBANESWAR OMBUDSMAN CENTRE

Complaint No-BHU-L-029-1516-0391 Death claim

Mrs. J.C.K. Paul Vrs M/S. LIC of India, Berhampur

Award dated 09th May,2016,

The husband of the complainant took a Money Back Policy from the OP on 28.03.1996 for a Sum Assured of Rs.50,000/- with policy term 20 years. He died on 13.11.2014. Being the nominee, she lodged a death claim before OP which repudiated the claim initially, but later on settled it and paid Rs.57627/- after deducting Rs.39923/-. The complainant claimed the deducted amount of Rs.39923/- but the OP did not respond. Finding no alternative, she approached this forum for Redressal. On the other hand, the OP filed SCN and pleaded that the policy was revived on 02.07.2014 by submitting health evidence, arrear of premium from 03/2012 to 03/2014 and interest as per policy conditions. As the date of death was within 5 months from the date of revival it was treated as early claim and all claim papers were called for. From claim form B & B-1 it came to light that the deceased life assured was suffering from Metastatic Adina Carcinoma of lung since one and half year before his death. But it was found that the DLA had withheld such material information regarding his health at the time of revival. So the claim was repudiated for full Sum Assured. However, OP decided to pay the paid-up value, bonus and refund of revival premium which was paid on 31.03.2015 to the claimant.

I have elaborately perused the documents placed before this Forum. As it appears, the complainant's husband took the aforesaid policy which commenced on 28.03.1996 for a Sum Assured of Rs. 50,000/. Admittedly, the policy was revived on submission of Personal Statement Regarding Health by the DLA on 02.07.2014. The DLA declared therein his good health. As per Claim Form -B the DLA died on 13.11.2014 at CMC Hospital, Vellore for Metastatic Adeno Carcinoma of lungs. It clearly reflects that he was suffering from the said disease one and half year before his death. In spite of that he suppressed it and did not disclose the same in his Personal Statement dated 02.07.2014 which he submitted at the time of revival. In such a circumstance clause-5 of the policy conditions very well comes into play and the policy becomes void. But clause–4 of the policy conditions makes it clear that if premiums have been paid for at least 3 full hears then

it shall not be wholly void but shall subsists as a paid up policy for a reduced sum payable on the date of maturity or at the life assured's prior death provided the paid up sum assured is not less than Rs. 250/-. Having regard to the provisions of these clauses the insurer has rightly repudiated the complainant's claim for full sum assured and has paid her the paid up value combined with bonus and revival premium with interest. Calculated on that basis it has paid the paid up value of Rs. 6000/-, bonus of Rs. 40,300/- and revival amount with interest of Rs. 11,327/- which in toto came to Rs. 57627/-. I do not find any infirmity in its mode of assessment. It may here be noted that due to non-disclosure the revival becomes bad under policy conditions and the Insurer refunds the revival premium with interest. In the result the First Unpaid Premium automatically goes back to 03/2012. That is why the OP pays the paid-up value and bonus calculated on the basis of premium paid prior to FUP. Thus, the plea advanced by the complainant as to deduction of Rs. 39923/- appears to be baseless and merits no consideration. To add to it, the complainant does not come forward to ventilate her further grievance. In such circumstances her claim is considered to be devoid of merit and untenable.

BHUBANESWAR OMBUDSMAN CENTRE

Complaint No-BHU-L-029-1516-0403 Death claim

Mrs. Kabita Manjari Bhoi Vrs M/S. LIC of India, Berhampur

Award dated 09th May,2016,

The husband of the complainant took a Bima Kiran Policy from the OP on 28.08.1997 for a Sum Assured of Rs.50,000/- with table & term 111-25 years. Her husband died on 07.04.2007 and so she applied for death claim. The OP did not respond. Finding no alternative, she approached this forum for Redressal of her grievance. On the other hand, the OP filed SCN to the effect that the complainant raised claims in a piece meal manner. She was requested to submit original bonds and other relevant documents at a time. But she did not respond. As a result, the claim could not be settled.

On a careful scrutiny of the documents placed before this Forum it is seen that the policy in question commenced on 28.08.1997. The Life Assured died on 07.04.2007. The OP communicated several letters to the complainant requiring submission of relevant documents so as to settle the death claim. But there is no trace of compliance. The most peculiar fact is that neither the complainant herself nor any representative from her side appeared at the time of hearing. The reason is best known to the complainant herself. In fact, to get the claim settled the complainant has to cooperate the insurer and submit all the relevant papers as required by it. In the circumstances, she is advised to submit all the relevant papers and documents to the insurer for a fair settlement of her claim. In the event she submits the required papers and documents, then it is incumbent upon OP to settle the claim without least delay keeping a bird's eye view on the terms and conditions of the policy in question.

AWARD

Taking into account the facts & circumstances of the case and the submissions made by both the parties during the course of hearing, the complaint is disposed of with the observation as indicated above.

BHUBANESWAR OMBUDSMAN CENTRE

Complaint No-BHU-L-029-1516-0416 Death claim

Mr. Sarat Ch.Paikaray Vrs M/S. LIC of India, Bhubaneswar

Award dated 11th May,2016,

The wife of the complainant took a Jeevan Saral Policy from the OP on 04.03.2010 for a Sum Assured of Rs.62,500/- with table & term 165-16 years. The premium of the policy was collected by the concerned Agent Mr. Siba Prasad Pasa from his wife regularly before due date. But when he submitted for death claim benefit after expiry of his wife on 14.03.2014, the OP repudiated the claim. On enquiry, he came to know that the agent revived the policy on 08.03.2014 by submitting DGH form no.680 without their knowledge. Only for that DGH (Declaration of Good Health) the death claim was repudiated. Under such contingency the complainant approached this forum for Redressal. On the other hand, the OP filed SCN and pleaded that the DLA was suffering from RHD, MS AR, PAH, TR, DM-II, etc as per treatment papers of SCB Medical College & Hospital, Cuttack. She got admitted into the hospital on 13.03.2014 with the history of Chest pain, Sweating, Breathlessness and SOB for 15 days. So the OP repudiated the claim on the ground of suppression of material fact in the DGH submitted at the time of revival of lapsed policy on 08.03.2014. However, the Insurer approved the return of revival amount of Rs. 6026/- treating the revival null and void.

I have elaborately examined all the documents placed before this Forum. There is no dispute that the policy was revived on submission of Personal Statement Regarding Health on 08.03.2014 by the DLA (Deceased Life Assured). In the said statement the DLA has declared her sound health. It is quite apparent from claim form-B & B-1 and from the treatment papers that the DLA was a known case of Rheumatic Heart Disease and she was suffering from Shortness of Breath since 15 days. She got admitted into SCB Medical College Hospital, Cuttack on 13.03.2014 and while undergoing treatment there she died on 14.03.2014. Obviously, she was suffering from SOB at the time of submission of Personal Statement Regarding Health on 08.03.2014. In spite of that she suppressed it and did not disclose the same in the DGH. For such suppression of material fact regarding health Clause-5 of the policy conditions very well comes into play and the policy becomes void. In the result the Death Claim is not payable under the said void policy. However, the complainant is entitled to get back the revival amount. Also the OP makes it clear that it has to return the revival amount of Rs. 6026/- treating the revival null and void. Hence it is ordered accordingly.

AWARD

Taking into account the facts & circumstances of the case and the submissions made by both the parties during the course of hearing, a sum of Rs. 6026/- (Rupees Six thousand twenty-six only) is hereby awarded to be paid by the Insurer to the Complainant, towards full and final settlement of the claim.

Hence, the complaint is treated as allowed only to the extent as indicated above.

BHUBANESWAR OMBUDSMAN CENTRE

Complaint No-BHU-L-029-1516-0427 Death claim

Mrs. Purnima Pati Vrs M/S. LIC of India, Cuttack

Award dated 13th May,2016,

The husband of the complainant took a Jeevan Saral Policy from the OP on 14.02.2011 for a Sum Assured of Rs.125,000/-. But on unfortunate death of her husband on 15.05.2013, she lodged a death claim. The OP settled the claim only for Sum Assured and did not pay the Accident Benefit Sum Assured of Rs.125,000/-. Finding no alternative, she approached this forum for Redressal. On the other hand, OP filed SCN and submitted that the claim for Accident Benefit was settled and a sum of Rs.125000/- was paid to the claimant on 18.03.2016 through NEFT.

After a careful scrutiny of the case record together with the available documents it is seen that the grievance relates to only non-payment of Accident Benefit under the policy. The relevant policy reflects that the accident benefit sum assured is Rs. 1,25,000/-. The OP through its SCN intimates this Forum that the claim for accident benefit has already been settled in the meanwhile and a sum of Rs. 1,25,000/- has been paid to the complainant on 18.03.2016 through NEFT. Also the complainant does not come forward to ventilate her grievance further. In such circumstances it is inferred that the grievance of the complainant has been duly resolved. Since the grievance under the present complaint has been resolved and since because the OP has paid the claimed accident benefit of Rs, 1,25,000/- to the complainant in the meanwhile, the complaint deserves dismissal.

AWARD

Taking into account the facts & circumstances of the case and the submissions made by the Insurer during the course of hearing the complaint being resolved is treated as dismissed.

BHUBANESWAR OMBUDSMAN CENTRE

Complaint No-BHU-L-029-1516-0473 Death claim

Mr. Hrudananda Pradhan Vrs M/S. LIC of India, Cuttack

Award dated 16th May,2016,

The son of the complainant took a Policy from the OP on 31.03.2011 for a Sum Assured of Rs.1,40,000/-. But on unfortunate death of his son on 17.10.2014, he lodged a death claim. The OP settled his claim for full Sum Assured of Rs.1,40,000/- only and did not pay the balance in Deceased Life Assureds' account. So the complainant wrote to OP for necessary payment, but it did not respond. Under such contingency he approached this forum for Redressal. On the other hand, the OP filed SCN and submitted that due to some technical error in the system the premium balance in the DLA's account could not be paid. As per the status of the policy, the premium balance payable was Rs. 48410.94 and interest on the said balance was calculated to Rs. 4686.79. The concerned branch would make payment of the same after verifying the correctness of the figure. So the OP prayed for closure of the complaint.

On a careful scrutiny of the documents placed before this forum it is seen that the face of the policy bond prominently reflects benefits payable under the policy and events on the happening of which they are payable. It enlists two benefits, such as, maturity benefit and death benefit. We are here concerned with the second one i.e. death benefit. In the event of death of the life assured during the policy term, when the cover is in full force, sum assured alongwith the balance in the policyholder's account shall be payable. In the case in hand the complainant admits to have received the sum assured i.e. Rs. 1,40,000/-. As per the policy condition he is entitled to get the balance in DLA's account as the policy was in full force by the time of death of the life assured. The OP has calculated the premium balance in the DLA's account as Rs. 48410.94 and the interest on the said amount as Rs. 4686.79. Also it has paid a total amount of Rs. 53097.73 to the complainant on 06.05.2016 through NEFT. The screen-print of the status report clearly indicates this fact. Since the complainant has received the said amount in the meanwhile, perhaps that is why he did not come up at the time of hearing to ventilate his further grievance. Now it is abundantly clear that OP has resolved the grievance of the complainant. In such a circumstance the present complaint deserves dismissal.

AWARD

Taking into account the facts & circumstances of the case and the submissions made by the OP during the course of hearing, the complaint being resolved in the meanwhile is treated as dismissed.

BHUBANESWAR OMBUDSMAN CENTRE

Complaint No-BHU-L-043-1516-0413 Death Claim

Mrs. Tikina Samantaray Vrs M/S. Sri Ram Life Ins. Co.Ltd.,

Award dated 27th May,2016,

The complainant's mother took a policy from the OP on 25.06.2013 for a Sum Assured of Rs.8,00,000/- with policy term 20 years. Unfortunately, she died on 21.12.2013. Being the nominee, the complainant lodged a death claim before the OP which repudiated it arbitrarily. Under such contingency she approached this forum for Redressal. On the other hand, the OP filed SCN and pleaded that the Deceased Life Assured was suffering from Multiple-MMO (Microcystic Macular Oedema) from 15.02.2013 to 22.05.2013 as per the record in CHC Balipadar. Further, the School Certificate submitted by the DLA alongwith the proposal was found to be a fake one. So OP repudiated the death claim. It prayed for outright dismissal of the complaint.

Here in this case there is a grave allegation of non-disclosure of material fact regarding health of the life assured and submission of fake School Leaving Certificate by her as age proof with the proposal. This compels me to examine the available documents with utmost care and caution. As it appears, the Life Assured submitted proposal on 03.06.2013 to take the policy in question. Column-9 is meant for personal medical history and Column-1 is with regard to her personal details. She submitted School Transfer Certificate as age proof and declared her good health in column-9. She answered in the negative all the questions asked under the said column relating to her hospitalisation, diseases etc. At this juncture a certificate granted by the Medical Officer, Govt. Hospital, Balipadar, Ganjam is filed on behalf of OP. The aforesaid certificate clearly reflects that the Deceased Life Assured was suffering from multiple MMO from 15.02.2013 to 22.05.2013 as per the record number 1897/2013 available in the CHC, Balipadar. It is well known that MMO defines Microcysts in the inner nuclear layer of the retina. It can be found in numerous disorders. Since the DLA was suffering from the said disease before submission of proposal, she should have earnestly disclosed it. Non-disclosure of such material fact in the proposal renders the insurance contract null and void, as rightly contended on behalf of OP. Next comes the question of School Transfer Certificate which has been furnished by the DLA as age proof. It indicates that the DLA got admitted into Govt. Primary School, Dehuka, Ganjam on 25.04.1971 and left the said school at 4th class on 23.06.1975. The relevant Transfer Certificate was issued on 15.11.1083 i.e. about 8 years after leaving the School. It is not known for what purpose the Transfer Certificate was obtained and that to 8 years after leaving the school. No plausible explanation to that effect is forthcoming. After due verification of the said transfer certificate the present Head Master Mr. Behera made an endorsement dated 21.08.2015 to the effect that the concerned school started from 07.07.1971 and Mr. N.K.Tripathy was the head master of the said school from 1971 to 1998. So Mr. Behera reports that the aforesaid transfer certificate has not been issued by the concerned school. However, on 13.10.2015 the complainant gave an application to the present Head Master Mr. Behera seeking clarification regarding genuineness of the Transfer Certificate and the date of birth mentioned therein. On the very same day the Head Master replied expressing his inability to supply the required information. He made it clear that the school registers for the year 1971 to 1975 and the counter foils of the T.C. books for the year 1971 to 1990 were not available as the same had been completely destroyed. Nevertheless, the endorsement dated 21.08.2015 made by the present head master of the school Mr. Behera casts a deep slur on the genuineness of the School Transfer Certificate submitted by the life assured with the proposal. The doubt so created is further intensified, particularly, when the complainant files an outdoor ticket instead of Indoor sheet regarding one day hospitalisation of the DLA. I fail to understand why the DLA was detained at home till 21.12.2013, if actually the doctor referred her case to MKCG Medial College Hospital, Berhampur on 20.12.2013. All these facts and circumstances coupled together cover the entire death claim of the complainant with an impregnable cloud of doubts. It becomes clear that she does not come up with clean hands. Having regard to the entire facts and circumstances of the case it is inferred that the complainant is not entitled to the death claim nor to any other relief whatsoever. Thus, there arises no question of liability of the insurer to pay the death claim.

AWARD

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

BHUBANESWAR OMBUDSMAN CENTRE

Complaint No-BHU-L-041-1516-0474 Death Claim

Mrs. Subhadra Das Vrs M/S. SBI Life Ins.Co.Ltd.,

Award dated 28th June,2016,

The complainant's husband took a policy from the OP on 20.06.2012 for a Sum Assured of Rs.240000/-. Unfortunately, he died on 18.11.2012 at his own residence due to Malaria fever. The complainant lodged a death claim before OP which repudiated the claim on the ground that the life assured died prior to submission of the proposal for insurance. Finding no other alternative, she approached this forum for Redressal.OP filed SCN and pleaded that being an early claim the matter was investigated into. It came to light that the life assured died because of drowning in the Chilika Lake in a boat mishap on 13.06.2011. In

spite of that the complainant submitted a fake death certificate showing the date of death of her husband as 18.11.2012. She committed fraud with an intention to obtain the insurance cover by taking the insurance policy on the life of a dead person who died prior to the date of proposal. The further plea of OP was that the Health Worker of Pathara Sub-centre, UGPHC, Khallikote gave a certificate to the effect that the DLA died on 13.06.2011 as per office record. In such circumstances the insurer repudiated the death claim. So OP prayed for outright dismissal of the complaint.

Here there is a grave allegation of fraud. This prompted me to examine the available documents with utmost care and caution. As it appears, the life assured submitted signed proposal on 18.06.2012. The complainant alleges that the death of the life assured occurred on 18.11.2012 and she produces a death certificate being issued by the Registrar, Births & Deaths-cum-Medical Officer in-charge, UGPHC, Khallikote, Ganjam. The contents of the death certificate support the claim of the complainant. At this juncture, the OP advances a plea that the deceased life assured died on 13.06.2011 because of drowning in Chilika Lake in a boat mishap. To substantiate its plea the insurer files a certificate granted by one Shantimayee Panigrahi, Pathara Sub-centre, UGPHC, Khallikote. The said certificate reveals that the information contained therein is based upon official register. It is not known on the basis of which official register the aforesaid certificate was prepared nor it accompanies the extract of any official register. If actually the DLA died of drowning in Chilika in a boat mishap, then the local police must have registered a unnatural death case. But there is no trace of any such police case. The most important fact is that the Health Worker's certificate as given in Annexure F cannot override the evidentiary value of a death certificate rendered by the Registrar of Births & Death who is empowered under a statute to grant such certificate on the basis of official register. In such circumstances the plea of the OP gets a grand rebuff. Since the deceased life assured died on 18.11.2012 during continuance of the insurance policy and since because the complainant happens to be the nominee, she is entitled to the death claim and the OP is very much liable to pay her the death benefit as per the terms and conditions of the policy. However, no interest on the death benefit is payable in the circumstances.

AWARD

Taking into account the facts & circumstances of the case and the submissions made by both the parties during the course of hearing, an appropriate death benefit as permissible under the terms and conditions of the policy is hereby awarded to be paid by the Insurer to the complainant, towards full and final settlement of the claim.

Hence, the complaint is treated as allowed accordingly.

Mrs. Anjana Mallik Vrs M/S. Birla Sun Life Ins.Co.Ltd.,

Award dated 18th July,2016,

The complainant's mother took a policy from the OP on 30.09.2012 for a Sum Assured of Rs.500000.00. Unfortunately, she died on 22.09.2013 in an accident occurred due to falling of mud-wall at her own residence at Keshpur. Being the nominee, the complainant lodged a death claim and submitted requisite papers. She pursued repeatedly for claim settlement, but the OP did not respond. Under such contingency, she approached this forum for Redressal.On the other hand, the OP filed SCN and pleaded that the DLA was suffering from Ovarian Cancer and was under treatment prior to her application for insurance. But she did not disclose this material fact in the proposal. So the OP repudiated the claim as per policy conditions. In such circumstances it prayed for outright dismissal of the complaint.

After a careful scrutiny of the documents placed before this forum it is seen that the DLA submitted signed proposal on 29.09.2012 with a view to take the aforesaid policy. Column 14 of the proposal form relates to

medical history of the applicant. She replied in the negative all the questions asked in para-14. But the discharge certificate granted by MKCG MCH, Berhampur reflects that the DLA got admitted into the said hospital for malignant ovarian tumour. The 3rd cycle of chemotherapy was given to her and she was discharged from the hospital on 16.03.2010. In spite of that she suppressed her health conditions and did not disclose it in the proposal dt.29.09.2012. This is nothing but a clear suppression of material fact regarding health. Thu,s the case very well falls under the policy conditions "Validity and non-disclosure". As per the said clause, failure to disclose or misrepresentation of a material fact will allow the insurer to terminate the contract ab initio or deny the claim. In such view of the matter the action taken by the OP in repudiating the death claim appears to be just and proper. Since the DLA did not disclose material fact regarding her health in the proposal, the contract of insurance terminates and the complainant is not entitled to the death claim.

AWARD

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

BHUBANESWAR OMBUDSMAN CENTRE

Complaint No-BHU-L-009-1617-0016 Death Claim

Mr. Ramakanta Patnaik Vrs M/S. Birla Sun Life Ins.Co.Ltd.,

Award dated 13th July,2016,

The brother of the complainant took the aforesaid policy from the OP on 16.09.2008 for a Basic Sum Assured of Rs.40,575.00 along with Enhanced Sum Assured of Rs.15,00,000.00 and AD&D Rider Sum Assured of Rs.3,26,500.00 totalling Rs.18,67,075.00. Unfortunately, his brother died in a Road Accident at Bhubaneswar on 14.10.2011. The complainant being the only nominee under the policy lodged a death claim before OP and submitted all relevant papers. In spite of that the Insurer did not settle the death claim. Finding no other alternative, he approached this forum for Redressal.On the other hand, the OP filed SCN and pleaded that the self-same matter was carried to the Civil Court in CS No.61 of 2012 by the wife and daughter of the deceased life insured. In the said Civil Suit the 1st Addl. Sr.Civil Judge, Bhubaneswar passed orders declaring that the wife and daughter of the deceased life insured were jointly entitled to 2/3rd share from the death benefit. Also the Civil Court restrained the insurer from releasing the death benefit in favour of the present complainant who was a defendant in the Civil suit. In such circumstances, the complaint was not maintainable. As such, the OP prayed for outright dismissal of the complaint.

After a careful scrutiny of the documents placed before this forum, it is seen that the entire controversy centers round release of death benefit. The widow and the daughter of the deceased life assured carried the said subject matter to the Civil Court in CS No.61/2012 for a favourable order. This fact is also openly

admitted by the complainant himself. In such circumstances, Rule 13(3)(c) of the RPG Rules, 1998 very well comes into play. In accordance with the said rule, the present complaint is not maintainable in this Forum.

AWARD

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

BHUBANESWAR OMBUDSMAN CENTRE

Complaint No-BHU-L-029-1617-0012 Death claim

Mrs. Kshiti Bala Pradhan Vrs M/S. LIC of India, Sambalpur

Award dated 15th July,2016,

The husband of the complainant took a policy from the OP on 28.03.2011 for a Sum Assured of Rs.3,00,000.00. Unfortunately, he died on 08.06.2014. Being the nominee, the complainant raised a claim for the death benefits, but the OP repudiated the claim. Finding no alternative, she approached this forum for Redressal.On the other hand, the OP filed SCN and pleaded that the policy was in lapsed condition due to non-payment of premium since 28.03.2012 and was revived on 28.05.2014 on the basis of "Declaration of Good Health" dated-06.05.2014 submitted by the life assured. But during investigation it was found that the policyholder was suffering from Hemiparalysis and Hemiplegia since two and half years prior to his death, as evident from the prescription dated 30. 04. 2013 of Dr. P. N. Das . So the OP repudiated the death claim due to non-disclosure of material fact regarding health at the time of revival of policy.

I have elaborately gone through the documents placed before this forum. As it appears, the policy in question commenced on 28.03.2011. Admittedly, the policy lapsed for non-payment of premium and it was revived after submission of a Declaration of Good Health. The life assured submitted DGH on 06.05.2014 declaring therein that he was then in sound health. But to my utter surprise, the prescription dt.30.04.2013 granted by Dr. P.N.Das reflects that the DLA was suffering from Hemiporasis since 2 ½ years and his gait was Hemiplegic. The life assured suppressed this material fact regarding his health and did not disclose the same in his personal statement regarding health submitted on 06.05.2014. In such a circumstance, clause 05 of the policy conditions very well comes into play. In accordance with the said clause, the policy becomes void and all claims under it ceased and determined. In the result the complinant is not entitled to the death benefit as claimed.

AWARD

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

BHUBANESWAR OMBUDSMAN CENTRE

Complaint No-BHU-L-029-1617-0015 Death claim

Mr. Bhakta Ch. Das Vrs M/S. LIC of India, Sambalpur

Award dated 14th July,2016,

The wife of the complainant took the aforesaid policy from the OP on 28.04.2014 for a Sum Assured of Rs.1,50,000.00. Unfortunately, she suffered from fever on 19.04.2015 and developed pneumonia. She died on 04.05.2015 at Vivekanand Hospital Bhubaneswar. During her treatment at the said hospital, she developed High Sugar level and Diabetes. But on submission of death claim, the OP wrongly repudiated it on the ground of Diabetes. Finding no alternative, the complainant approached this forum for Redressal.On the other hand, the OP filed SCN and pleaded that the DLA was suffering from Type-2 DM since last three years of death, which was evident from the Claim Forms B & B1. So the OP repudiated the death claim for non-disclosure of material facts at the time of taking the policy.

After a thorough perusal and careful scrutiny of the documents placed before this Forum, it is found that the life assured is the wife of the complainant. On 22.05.2014 she submitted signed proposal to take the policy in question. Para 11 of the proposal relates to personal history. She has replied almost all the questions in the said paragraph in negative and has declared that her usual state of health was good. Claim form B is the Medical Attendant's certificate and Claim form B1 is the certificate of hospital treatment. Both the certificates have been granted by the treating doctor at Vivekananda Hospital, Bhubaneswar. Curiously enough, those certificates clearly reveal that the DLA was suffering from Type-II Daibetes Milletus since last 03 years and she died on 04.05.2015. Now it becomes abundantly clear that the life assured was suffering from Type-II DM prior to submission of proposal. In spite of that she suppressed it and did not disclose the same in the proposal dt.22.05.2014. In such circumstances, clause 06 of the policy conditions comes into play. As per the said clause, if any material information is withheld, then the policy shall be void and all claims to any benefit in virtue thereof shall cease immediately by paying the surrender value. But in the present case, no surrender value has accrued as the life assured died about a year after commencement of the policy. In

accordance with the said clause, the policy becomes void. As such, the complainant is not entitled to the death claim nor to any other relief whatsoever.

AWARD

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

BHUBANESWAR OMBUDSMAN CENTRE

Complaint No-BHU-L-025-1617-0002 Death Claim

Mr. Jugal Jagadala Vrs M/S. Exide Life Ins.Co.Ltd.,

Award dated 19th July,2016,

The father of the complainant took the aforesaid policy from the OP on 30.01.2014 for a sum assured of Rs.1,61,197.00 and paid two instalments of premium. Unfortunately, he died on 28.08.2015 due to Malaria Fever at his own residence at Majhipada village. Being the nominee, the complainant lodged a death claim and submitted all requisite papers. But the OP repudiated the claim and paid him a cheque for Rs.5800/- only. As he did not receive the death benefit, he approached this forum for Redressal of his grievance.On the other hand, the OP filed SCN and pleaded that the life assured was suffering from chronic kidney disease prior to the proposal stage. In spite of it he suppressed this fact and did not disclose the same in the proposal form. So OP repudiated the death claim as per clause 5.3 of the policy conditions.

I have elaborately gone through the documents placed before this forum. As it appears, the life assured submitted signed proposal on 30.01.2014 to take the policy in question. Section VII of the proposal form contains questionnaires relating to health details of the life assured. It is seen that all the questions in the said section have been answered in the negative. But to my utter surprise, the Bed Head Ticket of SCB MCH, Cuttack reflects that the life assured was hospitalized from 17.09.2013 to 21.09.2013 for Chronic Kidney Disease and received treatment there. In spite of that he suppressed it and did not disclose the same in the proposal while taking the policy in question. In such circumstances, the case comes within the purview of clause 5.3 of the policy conditions. As per the said clause, in case of fraud or misrepresentation, the policy can be cancelled immediately by paying the surrender value. In the result, the complainant is not entitled to the death benefit as claimed.

AWARD

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

BHUBANESWAR OMBUDSMAN CENTRE

Complaint No-BHU-L-029-1617-0013 Death Claim

Mrs. Nandini Mohanty Vrs M/S. LIC of India, Bhubaneswar

Award dated 18th July,2016,

The husband of the complainant took a policy from the OP on 28.03.2011 for a death sum assured of Rs.62,500/- and the Accident Benefit Sum Assured of the same amount under table & term 165-15. Unfortunately, he died on 06.08.2013 in an accident. The OP settled the basic claim, but declined the Accident Benefit. Being aggrieved, the complainant approached this forum for Redressal.On the other hand, the OP filed SCN and pointed out that while death of the DLA occurred on 06.08.2013, the said policy was in lapsed condition and within Auto Cover Period. As per policy conditions, if death occured within Auto Cover Period, only basic SA was payable along with return of premium excluding 1st year premium and other extra. So, Double Accident Benefit and other benefits were not payable during Auto Cover period. The Basic SA of Rs.62500/- had been paid on 12.10.2015 and eligible premium of Rs.3750/- had been returned on 08.07.2016.

Admittedly, the complainant's husband took the aforesaid policy from the OP on 28.03.2011 and the complainant was the nominee under it. There is no dispute that the life assured died on 06.08.2013 and the complainant received death benefit from the insurer. Now the complainant claims accident benefit which has been repudiated by the OP. After a thorough perusal and careful scrutiny of the documents placed before this forum, it is found that the mode of payment of premium was quarterly and the first unpaid premium fell in June,2013. Grace period of 30 days must have expired on 28.07.2013. Since the life assured died on 06.08.2013, the policy was then in lapsed condition. The face of the policy indicates accident benefit sum assured of Rs.62500/-. Clause 11 of the policy conditions deals with Accident Benefit (if opted for). As per the said clause, if at any time the policy is in force, the Corporation agrees in the case of death of the life assured to pay an additional sum equal to the accident benefit sum assured under the policy. Manifestly, in the case in hand the policy was not in force at the time of death of the life assured. That being so, the accident benefit as claimed is not payable to the complainant.

AWARD

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

BHUBANESWAR OMBUDSMAN CENTRE

Complaint No-BHU-L-029-1617-0014 Death Claim

Mr. Sudipta Kumar Kamila Vrs M/S. LIC of India, Bhubaneswar

Award dated 19th July,2016,

The father of the complainant took a Unit Linked Market Plus-I policy from the OP on 07.06.2010 by paying a single premium of Rs.100000/-. Unfortunately, he died on 25.03.2013. The complainant and his mother being legal heirs claimed for the death benefit. But the OP did not respond. Finding no alternative, he approached this forum for Redressal.On the other hand, the OP filed SCN and stated that the policy commenced on 07.06.2010 with lock-in period of 03 years i.e.upto 06.06.2013. The policy holder applied for Surrender on 21.10.2011. He was intimated that Rs.80960/- would be payable to him on or after 07.06.2013 i.e. after expiry of lock in period. Though LA died on 25.03.2013, his death was intimated on 19.08.2013. As policy was in Lock in period and death claim was lodged it created a technical problem and claim payment was not allowed by the system. However, after a prolonged hit & trial method, the problem was solved and surrender amount of Rs.80960/- was paid to the nominee on 21.05.2016 through NEFT. The OP actively considered for payment of delayed interest w.e.f. 19.08.2013 till 21.05.2016.

I have gone through the documents placed before this forum. As it appears, the policy commenced on 07.06.2010. The complainant is the nominee under the policy. He openly admits in his letter dt.12.07.2016 that he has received the claim amount of Rs.80960/- on 23.05.2016 from the OP. Also he intimates in the said letter that a further sum of Rs.18034/- has been processed towards interest and will be credited to his Bank account within 02 working days. In such a circumstance he intends to withdraw the complaint. The representative of OP reiterates that the aforesaid interest amount was paid through NEFT on 11.07.2016. There appears no good reason to go deep into the merits of the case. Since the complainant has already received the claimed amount along with interest, the present complaint deserves dismissal.

AWARD

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

BHUBANESWAR OMBUDSMAN CENTRE

Complaint No-BHU-L-029-1617-0034 Death Claim

Mr. Pratap Kumar Mallick Vrs M/S. LIC of India, Berhampur

Award dated 10th Aug,2016,

The complainant's mother took a policy from the OP on 28.05.2009 for a SA of Rs.100000/-. Unfortunately, she died on 29.04.2014. Being the nominee, the complainant lodged a death claim before the OP which repudiated it. So he approached this forum for refund of the revival amount (on ex-gratia basis) which was paid at the time of the revival of the policy. Hence, the grievance. On the other hand, the OP filed SCN and stated that the policy was revived on 26.03.2014 and the DLA died on 29.04.2014 due to Malaria. The treatment papers revealed that the DLA was suffering from Malaria on the date of Revival of the policy. So the OP repudiated the claim on the ground of suppression of material facts. However, the revival amount of Rs.24726/- had been refunded to the claimant on 04.08.2016 through NEFT.

I have elaborately gone through the documents placed before this forum. The OP reiterates that the complainant's claim for refund of revival amount has in the meanwhile been resolved. A sum of Rs.24746/- has already been paid to him on 04.08.2016 through NEFT. Perhaps that is why the complainant did not appear in this forum to ventilate his grievance. Since the grievance of the complainant has been resolved, there appears no good reason to go deep into the merits of the case. Consequently, the complaint deserves dismissal.

AWARD

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

BHUBANESWAR OMBUDSMAN CENTRE

Complaint No-BHU-L-029-1617-0034 Death Claim

Mrs. Banita Nahak Vrs M/S. Sri Ram Life Ins.Co.Ltd.,

Award dated 12th Aug,2016,

The complainant's mother took the aforesaid policy from the OP on 19-09-2014 for a SA of Rs.210000/-. Unfortunately, she died on 13.01.2015. Being the nominee, the complainant lodged a death claim before OP which repudiated it arbitrarily. Finding no alternative, she approached this forum for redressal of her grievance.On the other hand, the OP filed SCN and pleaded that being an early claim the matter was investigated into. After investigation it came to light from the voter list of the year 2014 that the DLA was 59 years old when she took the policy and her elder son Binayak Nahak was 44 years old. In spite of that she concealed her true age and did not disclose it in the proposal form. She submitted a copy of PAN Card showing her age as 42 years. Since the Life Assured deliberately suppressed her age violating the declaration given in the proposal form, the OP repudiated the death claim. It prayed for outright dismissal of the complaint.

Here there is a grave allegation of misstatement of age by the deceased life assured. This prompted me to go through the available documents with utmost care and caution. As it appears, the life assured submitted signed proposal on 12.09.2014 to take the policy. She showed her date of birth as 11.03.1972 and age as 42 years. She submitted PAN Card as age proof. Also she signed a declaration to the effect that the statement made in the proposal will be the basis of contract of assurance. If any statement is untrue or inaccurate, then the contract shall be null and void and all premiums paid in respect of the contract shall stand forfeited to the company. To my utter surprise, copy of the voter list of the year 2014 clearly reflects the age of DLA as 59 years and the age of her sons Binayak and Bidyadhar as 44 and 38 years respectively. Of course, it is true that the PAN Card and the Voter List are not standard age proofs, but both of them recede away from each other. No appropriate age proof has been produced from the side of the complainant who claims death benefit. Rather she hesitates to disclose the age of her own brothers. The situation casts a shadow of doubt. Since on the face of the voter list the age shown by the DLA in the proposal appears to be much lower, the contract of insurance becomes null and void. In the result, the death claim of the complainant does not sustain.

AWARD

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

BHUBANESWAR OMBUDSMAN CENTRE

Complaint No-BHU-L-036-1617-0039 Death claim

Mrs. Pramila Sahoo Vrs M/S. Reliance Life Ins.Co.Ltd.,

Award dated 23rd August,2016,

The son of the complainant deposited Rs.22000/- on 09.01.2013 and took the aforesaid policy from the OP. Unfortunately, he died on 20.05.2015. Prior to his death OP did not send him the policy bond. The complainant lodged a death claim before the insurer which repudiated it on the ground that the policy got lapsed due to non-payment of premium. In such circumstances, she approached this forum for Redressal. Despite notice the OP did not chose to file SCN.

After a careful scrutiny of the documents placed before this forum, it is found that there is no policy bond in this case. As per the complaint petition the OP did not send the policy bond. But according to the letter of indemnity, the original policy bond could not be traced by the complainant. I fail to understand whose version is to be believed and which one is to be discarded. Further, the complainant emphasizes that her deceased son Subrata Kumar Sahu paid Rs.22000/- to the OP to take the policy. To my utter surprise, the receipt dated-09.01.2013 filed from the side of the complainant goes to show that her husband Kamraju Sahu paid Rs.22000/- to the representative of India Infoline Insurance Brokers Ltd. The repudiation letter reflects that the aforesaid policy was issued in favour of Subrata Kumar Sahu with risk commencement date-11.01.2013. The premium was required to be paid annually. Due to non-payment of premium due on 11.01.2014 even within the grace period the policy got lapsed. So no policy benefit would be payable. As a matter of fact record lacks any proof regarding payment of renewal premium. In view of the above-discussed facts and circumstances, the death claim of the complainant is not tenable at all.

AWARD

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

BHUBANESWAR OMBUDSMAN CENTRE

Complaint No-BHU-L-041-1617-0073 Death Claim

Mr. Rangu Palei Vrs M/S. SBI Life Ins.Co.Ltd.,

Award dated 26th August,2016,

The complainant's mother took the aforesaid policy under Flexi Smart Insurance Plan from the OP on 31.03.2012 for a sum assured of Rs.150000/- with an annual premium of Rs.15000/- for 10 years term. Unfortunately, she died on 20.09.2013 at her own residence. Being the nominee, the complainant applied for death claim. But the OP repudiated the claim and remitted only a sum of Rs.23554/- to her Bank A/C. Under such contingency she approached this forum for redressal of her grievance.On the other hand, the OP filed SCN and pleaded that the deceased life assured took a Flexi Smart Insurance policy for which the maximum age at entry should be 60 years. She misstated her age as 52 years in the proposal. According to voter list of the year 2014 her age was found to be 77 years. As per clause 13.7 of the policy conditions the death claim was repudiated and an amount of Rs.23554/- was transferred to Savings Account of the complainant towards balance of the policy account. So the insurer prayed for outright dismissal of the complaint.

Here there is a grave allegation of misstatement of age by the deceased life assured. The situation compels me to go through the available documents with utmost care and caution. As it appears, the DLA submitted proposal on 23.03.2012 to take the policy. She showed her date of birth as 01.01.1960 and her educational qualification as sixth class. Although she was literate, she did not produce school certificate as her age proof. She simply gave a copy of voter ID which was not a standard age proof. As per the voter ID her age was 52 years when she submitted proposal to take the policy. According to the voter list of the year 2014 her age was found to be 77 years. The voter list is also not a standard age proof. However, as per the said voter list the DLA was 75 years old when she took the policy. Although the complainant claims death benefit under the policy she does not produce any standard age proof of the DLA. Even in spite of notice she does not appear before this forum at the time of hearing. All the above facts and circumstances cast a shadow of doubt as to the actual age of the deceased life assured. In absence of any definite age proof this forum relies upon the voter list of the year 2014 which gets some sort of support from the Sarpanch certificate and certificate of the local health worker. Clause 13.7 of the policy conditions deals with misstatement of age and the maximum age at entry for Flexi Smart Insurance policy is found to be 60 years. As rightly pointed on behalf of the OP the present case falls under clause 13.7. The OP has rightly terminated the policy for misstatement of age and has paid the balance in the policy account to the nominee i.e. the complainant. I find no infirmity in the action taken by the insurer. Since the policy has been terminated for misstatement of age by the DLA, the present death claim is obviously not tenable. Hence the complaint deserves dismissal.

AWARD

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

BHUBANESWAR OMBUDSMAN CENTRE

Complaint No-BHU-L-029-1617-0105 Death claim

Mrs. Sasmita Das Vrs M/S. LIC of India, Cuttack,

Award dated 20th September,2016,

The complainant's husband took the aforesaid policy from the OP on 14.02.2011 for a sum assured of Rs.200000/-. Unfortunately, her husband died on 25.10.2014. She submitted claim papers on 27.02.2015. After 5 months in August, 2015 when she enquired regarding claim payment, she could know that the claim form-E (3787) was not submitted. She submitted this form with duly filled to the OP on 05.11.2015. After waiting four months she again sent a request letter to the OP regarding payment of death claim, but till now she did not

receive any response from the OP. So she approached this forum for redressal of her grievance.The OP filed SCN and stated that the claim was admitted for payment and accordingly a sum of Rs.276192/- (including interest on Premium Balance of Rs.11012.08) was paid on 28.07.2016 through NEFT after getting the DV on 27.07.2016. So the OP requests for closure of the complaint.

The complainant has been paid Rs.2,76,192/- as full settlement of claim by NEFT as evidence produced by the OP. Since complainant has preferred to remain absent during hearing, I feel that she has no complaint since she has received the claim in full. So the complaint deserves dismissal.

AWARD

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

DATE: 19.07.2016

In the matter of Mr.Kanhai Lal Sah

Vs

PNB Met Life Ins. Company Ltd.

1. The complainant alleged that subject policy no.21343486 was in the name of his brother Mr.Braj Kishore Sah and was issued on 28.06.2014. His brother was expired on 28.10.2015 .He approached the Insurance Company for the death claim and submitted all the required documents on 07.12.2015. After follow-ups for the months the Insurance Company had rejected the claim citing reason that his brother had physical disability prior to policy issuance. He also submitted that his brother did not have any physical disability and he was healthy and fit. After approaching the Insurance Company he approached this forum for death claim payment.
2. The Insurance Company in its reply dated 24.06.2016 submitted that deceased life assured (DLA) Sh.Brajkishore Sah had applied for the policy for sum assured of Rs. 749760/- lacs and the subject policy was issued on 28.06.2014 for 15 years term . The Insurance Company received the death claim on 07.12.2015 informing that the life

assured expired on 28.10.2015. The claim was repudiated on 27.02.2016 due to non disclosure of material facts that DLA was suffering from physical disability prior to issuance of the policy dated 27.06.2014 and the DLA did not disclose the facts at proposal stage. The Insurance Company further stated that the facts pertaining to DLA medical history were known to them during claim investigation. The DLA's wife had also confirmed such facts in writing. The deceased life assured had concealed the material information and got the Insurance. Hence, it was requested to dismiss the complaint.

3. I heard both the sides on 27.06.2016, the complainant (the brother of the deceased) as well as the Insurance Company. The wife (nominee) of the deceased was absent. The complainant reiterated his complaint. The Insurance Company reiterated that as per AIIMS report deceased was known case of seizures for past 20 years and this fact was not disclosed at the time of taking the policy. Moreover the Complainant was the agent in the subject policy. The wife of the deceased had also signed the letter dated 14.01.2016 that her husband was ill from 1 year. The hearing was refixed for 12.07.2016 when the wife of the deceased was to be present. On 12.07.2016 I heard both the sides and Smt.Putul Devi(wife of the deceased) agreed that she had signed the letter dated 14.01.2016 but was not aware of the contents. She also agreed that her husband was ill. I find that as per AIIMS report deceased was known case of seizures and this fact was not disclosed in the proposal form Physical/Medical information questionnaire C.2. The hospital report of AIIMS was not refuted by the complainant nor by Smt.Putul Devi.. The Insurance Company had rightly rejected the claim on grounds of non disclosure. Hence, I see no reason to interfere with the decision of the Insurance Company. **Accordingly the complaint filed by the complainant is hereby dismissed.**

DATE : 21.06.2016

In the matter of Sh. Rajesh Bhatnagar
Vs
Life Insurance Corporation of India

1. The Complainant stated that his wife Lt. Smt. Rashmi Bhatnagar had two Insurance Policies of LIC of India. The Insurance Policies No. 116529958 and 117005571 were issued with date of commencement as 28.10.2010 and 28.02.2012 respectively. His wife expired on 11.06.2014 and he submitted death claim payment under the policies. The Insurance Company repudiated death claims on account of non disclosure of material facts under the policies. The cause of death of his wife was cancer and the said disease was detected in January, 2013. Earlier her wife had gone through Uterus removal operation in December, 2010 but since it was very common and very personal gynecology problem of the female, the same was not discussed while taking the policies. Histopathology tests were done for the tissues in December, 2010 and no malignancy was found in the tissues. In January, 2013 those tissues were taken again and it was found that there was no malignancy in the same. Hence, there were no symptoms of the cancer disease and there was no correlation between the two diseases of 2010 and 2013. He represented his case to ZO-CDRC and CO-CDRC but his request was considered by the Insurance Company.

2. The Insurer i.e. LIC of India in its SCN reply dated 16.06.2016 stated that the Insurance Policy nos. 116529958 and 117005571 were issued with DOC as 28.10.2010 (Proposal date 25.02.2011) and 28.02.2012 (Proposal date 15.03.2012) respectively. The LA expired due to cancer on 11.06.2014. Just few months before the date of proposal, DLA was operated for Total abdominal hysterctomy with bilateral salpingo oopherctomy with

anterior colporrhaphy with adhesiolysis on 03.12.2010 and the same was not disclosed at the time of proposing the Insurance under the policies. The DLA gave false answers to the questions related to her health in proposal form. The matter was reviewed by the Zonal and Central Office Dispute Redressal Committee and the decision of repudiation of death claim was upheld by them.

3. I heard both the sides, the Complainant and the Insurance Company. During the course of hearing, the Complainant stated that the Insurance Company had repudiated death claim on the life of her wife policies. The complainant admitted that the details regarding past illness / operation was not disclosed at the time of proposing for insurance of his deceased wife. The Insurance Company submitted that the death claim was repudiated on account of non disclosure of material facts. I find that the deceased was operated for Total abdominal hysterctomy with bilateral salpingo oopherctomy with anterior colporrhaphy with adhesiolysis on 03.12.2010 and had been admitted in Saroj Hospital and Research Institute from 03.12.2010 to 06.12.2010. The proposal form under Insurance Policy No.s 116529958 and 117005571 were signed on 20.02.2011 and 15.03.2012 respectively and under both the proposal forms the deceased Life Assured had replied in "NO" regarding the health information sought under question No. 11.

   I find that the deceased Life Assured had withheld very important information in respect of her previous illness / operation in the proposal forms submitted for insurance. I held that the Insurance Company was justified in repudiating the death claim under the policies on the grounds of misrepresentation of facts and concealment of material information with respect to past illness of the deceased. Hence, I see no reason to interfere with the decision of the Insurance Company. The complaint filed by the Complainant is disposed off.

DATE: 27.06.2016

In the matter of Sh. Md. Faisal

Vs

Life Insurance Corporation of India

1. The Complainant stated that his mother Smt. Naseem Begum had expired on 25.10.2014 and claim papers were submitted to the Insurance Company for payment of death claim under Inusrance Policy no. 116113603. The Insurance Company repudiated death claims on the ground of past illness. No proof was submitted by the Insurance Company that his mother was ill before taking the Insurance policy.

2. The Insurer i.e. LIC of India in its SCN reply dated 21.06.2016 stated that the Insurance Policy no. 116113603 was issued on 28.09.2009. The said policy was revived on 13.09.2013 and First unnpaid premium under the policy was 22.12.2013. The Life assured expired on 25.10.2014. During investigation, it was revealed that the deceased life assured was a known case of accelerated hypertension for which she was admitted in Lok nayak Hospital on 28.04.2008. She was again admitted in Astha Nursing home on 23.07.2009 with complaint of Accelerated Hypertension and Odema all over the body which facts had not been disclsoed while taking the policy in 09/2009 and also at the time of revival of the policy on 13.09.2013. The matter was reviewed by the Zonal Office Dispute Redressal Committee and the decision of repudiation of death claim was upheld by them.

3. I heard both the sides, the Complainants and the Insurance Company. During the course of hearing, the Complainants stated that their mother had taken an Insurance

Policy in 09/2009. She expired on 25.10.2014. However, death claim on the life of their mother had been repudiated by the Insurance Company. The Insurance Company submitted that the death claim was repudiated on account of non disclosure of material facts while procuring the policy and also at the time of revival of policy. I find that the deceased Life Assured had proposed for Insurance on 25.09.2009. The Insurance policy was revived on 13.09.2013. The past treatment record of deceased life assured reveals that she had been on medication for accelerated hypertension before procuring the policy. She had taken treatment from Lok Nayak Hospital Delhi on 28.04.2008 for chest pain, restlessness and headache. She had been admitted in Astha Nursing and Maternity Home on 23.07.2009 for Accelarated Hypertension (250-120) and Odema all over body and was discharged on 24.07.2009 and was again admitted in Lok Nayak Hospital Delhi on 24.07.2009. The complainant had not disclosed the said information and the deceased Life Assured had replied "NO" regarding the health information sought under question No. 11 of the proposal from dated 25.09.2009 and question no. 2 of the revival form dated 10.09.2013.

I find that the deceased Life Assured had been suffering from accelerated hypertension as per medical records and had withheld very important information in respect of her previous illness in the proposal / revival form submitted to the Insurance Company. I held that the Insurance Company was justified in repudiating the death claim under the policy on the ground of misrepresentation of facts and concealment of material information with respect to past illness of the deceased. Hence, I see no reason to interfere with the decision of the Insurance Company. The complaint filed by the Complainant is disposed off.

DATE: 08.07.2016

In the matter of Smt. Gulab Devi
Vs
Life Insurance Corporation of India

1. The Complainant stated that her husband had taken an Insurance Policy in the year 2000 and had paid premiums under the policy up to 2004. Her husband expired on 12.01.2006. She had submitted papers for payment of death claim but the Insurance Company informed that death claim had been repudiated.
2. The Insurer i.e. LIC of India in its SCN reply dated 01.07.2016 stated that the Insurance Policy no. 112939690 was issued on 28.08.2000. The said policy was revived on 20.08.2003 and renewal premiums under the policy had been paid up to 08.2004. The Life assured expired on 12.01.2006. During investigation, it was revealed that the deceased life assured was admitted in Behl Hospital on 06.06.2002 and had taken treatment of DM (Type-2)/ CAD (Ant. Wall Ischemia)/RBBS/Colitis. He was discharged from the hospital on 07.06.2002 and was advised bed rest for two weeks. His employer BSES Rajdhani Power Limited had informed that the deceased Life Assured was on medical leave from 06.06.2002 to 19.06.2002. These facts were not disclosed while reviving the policy on 20.08.2003.
3. I heard both the sides, the Complainants and the Insurance Company. During the course of hearing, the Complainant stated that her husband had taken an Insurance Policy in 08/2000 and he had paid premiums up to 08/2004. She admitted that her husband had been hospitalized in Behl hospital but also stated that this fact was conveyed to the agent but he did not mention the same in the form submitted at the time of revival of policy. He was little educated and could not read and write very much. The Insurance Company had repudiated the death claim on the life of her husband. The Insurance Company submitted that the death claim was repudiated on account of non disclosure of material facts while reviving the policy on 20.08.2003. I find that the Insurance Policy No. 112939690 was issued with date of commencement as 28.08.2000. The Insurance policy was revived on 20.08.2003. Admittedly, the deceased life assured had taken treatment from Behl Hospital for DM (Type-2) / CAD/ RBBS/ Colitis from 06.06.2002 to 07.06.2002 and same was not mentioned in the personal statement regarding health while reviving the policy on 20.08.2003. I also find that the deceased

life assured was not much educated and as per proposal form, his educational qualification was "Elementary". The personal statement form had been filled and witnessed by the Agent in "English" language and the deceased life assured had signed it in "Hindi" and that too in a distorted way. In view of fact that the past illness record was not mentioned while reviving the policy, the decision to repudiate the death claim on ground of withholding of information seems to be appropriate. However, considering the educational and family background of the family, an amount equal to Basic Sum Assured i.e. an amount of Rs. 50000/- under the policy is granted to the complainant on ex-gratia basis. The Insurance Company is directed to make the payment and inform the particulars of the same to this office within 30 days of receipt of this order.

DATE : 15.09.2016

In the matter of Smt. Sharda Devi
Vs
Life Insurance Corporation of India

1. The Complainant stated that her husband had taken a life Insurance Policy of Sum Assured amount of Rs. 2 Lac. He expired on 29.12.2014 and she submitted papers regarding payment of death claim under the policy. The Insurance Company repudiated death claim on account of non disclosure of material facts while reviving the policy on 25.10.2012. She represented her case and an amount of Rs. 1 Lac was sanctioned as Ex- Gratia under the policy. However, this amount of Rs. 1 Lac was adjusted against the outstanding loan amount under the policy. Her husband had no illness at the time of reviving of the policy.
2. The Insurer i.e. LIC of India submitted its annexure dated 27.07.2016 in the matter. As per annexure, the Insurance Policy no. 263590797 was issued with DOC as 28.10.2004. The Insurance Policy was revived on 25.10.2012 for the premium due from 10/2007 to 04/2012. The Life Assured expired on 29.12.2014. During investigation it was observed that LA had taken treatment from the Heart Center and QRG Hospital.

   The discharge summary of the Heart Center Hospital dated 16.02.2013 shows that the deceased was a known case of DM type-II on medication since last 5 years, HTN with CAD. He had ACS with LVP 1 year before when he got admitted in Fortis Hospital and underwent CAG which showed Triple Vessel Disease and since then he was on treatment. The History sheet of QRG Hospital shows that the deceased had undergone CABG (cardiac Artery Bye Pass Grafting) 2 years before the death. The death claim was repudiated as the deceased was suffering from above diseases before the revival of policy on 25.10.2012. The matter was reviewed by the Zonal Claims Dispute Redressal

Committee and it was decided to pay ex-gratia amount of Rs. 1 Lac as full and final settlement under the policy.

3. I heard both the sides, the Complainant and the Insurance Company. During the course of hearing, the Complainant stated that the Insurance Company had repudiated death claim on the life of her husband. Her husband was not suffering from any disease. The Insurance Company submitted that the Insurance Policy was revived on 25.10.2012 for the premium due from 10/2007 to 04/2012. The Life Assured expired on 29.12.2014. The life assured was suffering from Diabetes and Heart Disease before the revival of the policy. I find that the current Insurance Policy was issued on 28.10.2004. The Insurance Policy was revived on 25.10.2012 for the premium due from 10/2007 to 04/2012. The treatment record submitted by the Insurance Company shows that the deceased was admitted in "The Heart Centre" Hospital from 27.01.2013 to 16.02.2013. **The Discharge summary reveals that the Patient is a known case of DM Type II, on medication since last 5 years, HTN with CAD. He had ACS with LVP 1 year before when he got admitted in Fortis Hospital and underwent CAG which showed triple vessel disease, since then he was on treatment……"** The Hospital record proves that the deceased life assured was suffering from Diabetes and heart related disease before the revival of the Policy. The complainant could not refute the fact. The Insurance Company had already sanctioned an amount of Rs. 1 Lac i.e. 50 % of the Sum Assured amount of Rs. 2 Lac as ex-gratia amount under the policy. I therefore no reason to interfere with the decision of the Insurance Company. **The complaint filed by the Complainant is disposed off.**

DATE : 25.08.2016

In the matter of Smt. Vedvati
Vs
Life Insurance Corporation of India

1. The Complainant stated that the Insurance Company had repudiated the Double Accidental Death benefit claim on the life of her son. The Insurance Company had stated that as per viscera report, the quantity of Ethyl Alcohol was 73.10 mg in 100 ml Blood. The complainant had stated that her son did not take alcohol. His three friends were involved in this accident and she is following up with the police authorities. The police is investigating the matter. They had requested the Insurance Company to pay the Double Accidental Claim but the Insurance Company had repudiated it.

2. The Insurer i.e. LIC of India in its SCN reply dated 23.08.216 submitted that Insurance Policy no. 116779338 was issued on 14.10.2011 for sum assured amount of Rs. 50000/- . The Life Assured expired on 28.06.2015 due to drowning. The Basic sum assured Rs. 50000/- had been paid to the claimant on 04.11.2015. The claimant submitted Double Accidental Death Benefit claim along with the copies of Daily Diary Report, Post Mortem report and Forensic Science Laboratory report. As per DD and PMR, the deceased life assured died due to drowning and as per FSL, Ethyl Alcohol 73.10 mg/100 ml was found in blood. The DAB claim was not payable in accordance with terms and conditions of the policy. As per expert opinion report anything between 50 mg% and 150mg% of ethyl in blood would make a person lose control of himself. The matter was reviewed by the Zonal Claim Redressal Committee and the decision of repudiation of Double Accidental death claim was upheld by them.

3. I heard both the sides, the Complainant and the Insurance Company. During the course of hearing, the Complainant stated that her son was not habitual drinker. His friends

may have forced her son to consume alcohol. The Insurance Company stated that basic death claim under the insurance policy had already been paid. The double accidental death benefit had been repudiated as alcohol was found in the blood of the deceased life assured and as per term and conditions of the insurance policy it was not payable.

I find that Forensic Science Laboratory report dated 21.10.2015 of the deceased life assured mentions that Ethyl Alcohol 73.10 mg/100 ml of blood was found in the blood sample of the deceased life assured. I have gone through the conditions regarding admissibility of double accidental death benefit under the policy which states that "the Corporation will not be liable to pay the additional sum assured if the disability or death of the Life Assured shall be caused by intentional self injury, attempted suicide, insanity or immorality or whilst the life assured is under the influence of intoxicating liquor, drug or narcotic……" The FSL report of the deceased life assured had proved that he was under the influence of liquor. I therefore, held that the Insurance Company was justified in repudiating the double accidental death benefit under the policy. Hence, I see no reason to interfere with the decision of the Insurance Company. The complaint filed by the Complainant is disposed off.

DATE: 25.08.2016

In the matter of Ms. Pahuni Jain
Vs
Life Insurance Corporation of India

1. The Complainant stated that Insurance Policy No. 120330301 was issued in the name of her mother on 28.12.1994. Her mother expired on 14.10.1995. All the necessary claim forms and supporting documents were submitted to the Insurance Company on 24.01.1996. The Insurance Company paid the basic death claim under the policy on 24.01.1997. The Insurance Company also paid all the subsequent claims due under the policy i.e. survival benefits accruing in the year 2011, 2012, 2013 and maturity amount due in 2014. However, the Insurance Company had not paid the double accidental benefit payable under the policy. The Insurance Company had paid the DAB under another policy no. 120331952. She had been requesting the Insurance Company since 13.06.2011 to pay the double accidental claim benefit under the policy but the same had not been paid till date.
2. The Insurer i.e. LIC of India in its SCN reply dated 22.08.216 stated that death claim under the above stated policy was settled on 23.06.1997. After settlement of death claim on 23.06.1997, no complaint regarding non-payment of double accidental death benefit received at that time. Hence, it can be presumed that all payments might have been made at that point of time as per the provisions of the plan and to the satisfaction of the claimant. The complainant lodged complaint regarding non-payment of DAB on 24.09.2012. As the death claim was settled on 23.06.1997 and no complaint regarding the payment was made to the Company during the period of 15 years after the settlement of claim, death claim records would have been destroyed after period of 5 years as per the corporate guidelines. No claim payment papers or records are available now after passage of 20 years of time. The Insurance Company has stated that complainant may be requested to provide the details of papers submitted by her and actual amount paid to her i.e. photocopies of all of his passbook showing cheques issued by LIC to confirm the actual benefits paid to her.

3. I heard both the sides, the complainant, represented by her father and the Insurance Company. The complainant stated that double accidental benefit under the current insurance policy had not been paid till date whereas the same had been paid under another insurance policy no. 120331952. He had been pursuing with the Insurance Company for many years but to no avail. The Insurance Company submitted that basic claim under the policy had been paid in 1997 and it was possible that double accidental claim might have also been paid at that time. I find that the Insurance Policy no. 120330300 was issued on 28.12.1994 under the plan Jeevan Chhaya Plan- With Profits

(With Accident Benefit). As per provisions under the Insurance Policy an amount equal to Basic Sum assured was to be paid to the claimant if death occurs on account of accident. The Insurance Company had not provided the correct information to the claimant while responding to his complaint. The Insurance Company vide its letter dated 06.05.2016 had informed the complainant that no DAB was opted at the time of policy and premium was also not charged for the DAB, hence no DAB was payable. I however, find that policy document under the policy had been issued "With Accident Benefit" and the Insurance Company accepted the same during the hearing also. The Insurance Company could not produce any documentary evidence to prove that the double accidental benefit had been paid under the policy. **In view of no record of payment produced by the Insurance Company, an award is passed with the direction to the Insurance Company to pay the double accidental death claim benefit sum assured amount i.e. Rs. 1 Lac along with 9 % simple interest from the date of first complaint to the Insurance Company i.e. 13.06.2011 to the date of payment to be made to the complainant**

DATE: 25.08.2016

In the matter of Sh. Shubham Jain
Vs
Life Insurance Corporation of India

1. The Complainant stated that Insurance Policy No. 120330300 was issued in the name of his mother on 28.12.1994. His mother expired on 14.10.1995 due to accident. All the necessary claim forms and supporting documents were submitted to the Insurance Company on 24.01.1996. The Insurance Company paid the basic death claim under the policy on 24.01.1997. The Insurance Company also paid all the subsequent claims due under the policy i.e. survival benefits accruing in the year 2011, 2012, 2013 and maturity amount due in 2014. However, the Insurance Company had not paid the double accidental benefit payable under the policy. The Insurance Company had paid the DAB under another policy no. 120331952. He had been requesting the Insurance Company since 13.06.2011 to pay the double accidental claim benefit under the policy but the same had not been paid till date.
2. The Insurer i.e. LIC of India in its SCN reply dated 22.08.216 stated that death claim under the above stated policy was settled on 23.06.1997. After settlement of death claim on 23.06.1997, no complaint regarding non-payment of Double accidental benefit was received at that time. Hence, it can be presumed that all payments might have been made at that point of time as per the provisions of the plan and to the satisfaction of the claimant. The complainant lodged complaint regarding non-payment of DAB on 24.09.2012. As the death claim was settled on 23.06.1997 and no complaint regarding the payment was made to the Company during the period of 15 years after the settlement of claim, death claim records would have been destroyed after period of 5 years as per the corporate guidelines. No claim payment papers or records are available now after passage of 20 years of time. The Insurance Company has stated that complainant may be requested to submit the details of papers submitted by him and actual amount paid to her i.e. photocopies of all of his passbook showing cheques issued by LIC to confirm the actual benefits paid to her.

3. I heard both the sides, the complainant, represented by his father and the Insurance Company. The complainant stated that double accidental benefit under the current insurance policy had not been paid till date whereas the same had been paid under another insurance policy no. 120331952. He had been pursuing with the Insurance Company for many years but to no avail. The Insurance Company submitted that basic claim under the policy had been paid in 1997 and it was possible that double accidental claim might have also been paid at that time. I find that the Insurance Policy no. 120330300 was issued on 28.12.1994 under the plan Jeevan Chhaya Plan- With Profits (With Accident Benefit). As per provisions under the Insurance Policy an amount equal to Basic Sum assured was to be paid to the claimant if death occurs on account of accident. The Insurance Company had not provided the correct information to the claimant while responding to his complaint. The Insurance Company vide its letter dated

06.05.2016 had informed the complainant that no DAB was opted at the time of policy and premium was also not charged for the DAB, hence no DAB was payable. I however, find that policy document under the policy had been issued "With Accident Benefit" and the Insurance Company accepted the same during the hearing also. The Insurance Company could not produce any documentary evidence to prove that the double accidental benefit had been paid under the policy. **In view of no record of payment produced by the Insurance Company, an award is passed with the direction to the Insurance Company to pay the double accidental death claim benefit sum assured amount i.e. Rs. 1 Lac along with 9 % simple interest from the date of first complaint to the Insurance Company i.e. 13.06.2011 to the date of payment to be made to the complainant.**

Life Insurance

Gist of Awards issued 2016-17(Death)

Pune

From 1/4/2016 to 30/9/2016 (Page 1 to page 11)

Complaint no PUN-L-029-1617-0029

Award no IO/PUN/A/LI/0019/2016-2017 dated 18th May,2016

B S Chilana vs LIC of India

Rejection of death claim policy no 904020280

The wife of the complainant was insured under policy no 904020280 since 23/5/2011 for SA Rs. 2 Lacs. DLA jumped from the terrace of the building and died on 20/1/2012. She was a known case of Psychosis and seizure disorder as per discharge summary dated 29/11/2011 by Hiranandani Hospital, Mumbai. She was under counselling since December, 2011 for Schizophrenia with depressive and suicidal ideation. The provisional cause of death was haemorrhagic shock due to poly trauma with multiple fractures (un natural). The claim was rejected on the ground that death due to suicide within one year from date of commencement of risk is not covered under the policy.

As per Medical attendant's certificate (Dr Harish Shetty) the primary cause of death was deliberate self-harm and the secondary cause was Acute Psychotic episode. As per police panchnama, the death has been considered as unnatural death and no action is taken against family members or any other person.

The respondent's contention is that DLA died on 20/1/2012 and cause of death is suicide before the expiry of one year from date of commencement of policy and as suicide clause is applicable, the claim is rejected.

The Forum observed that the dispute in the instant case pivots around whether the act of intentional self -harm under unstable mind-set amounts to suicide and if the suicide clause is applicable.The DLA had voluntarily jumped from 7th floor of the building and was under counselling for Schizophrenia with

depressive and suicidal ideation. Thus the act of DLA comes well within the meaning of the word 'Suicide'. The suicide clause reads as under:' This policy shall be void if the life assured commits suicide (whether sane or insane at that time) at any time on or after the date on which the risk has commenced but before the expiry of one year from the date of this policy and the Corporation will not entertain any claim by virtue of the policy except to the extent of a third party's bonafide beneficial interest acquired in the policy for valuable consideration of which notice has been given in writing to the office to which the premiums under this policy were paid last , at least one calendar month prior to death' The policy clause is very explicit about the mental status of the life assured , thus the respondent had correctly invoked the suicide clause and rejected the claim.

Taking into account the facts and circumstances of the case, the Forum finds that the decision of the Respondent needs no intervention and the complaint is accordingly dismissed.

Complaint no PUN-L-029-1617-0796

Award no IO/PUN/A/LI/0072/2016-2017 dated 30th June,2016

Smt Asha Nilratan Bala vs LIC of India

Repudiation of death claim policy no 976297547

The Complainant's husband Shri Nilratan M Bala was insured under New Bima Gold policy from 7/7/2009, he expired on 15/11/2010 due to cardio respiratory arrest and secondary cause of death was Hepatomegaly renal failure. The death claim was rejected on the ground of suppression of material facts. The complainant's son attended the hearing.

The respondent averred that the DLA was suffering from Hepatomegaly since 25/8/2008 and taken treatment for the same and had not disclosed in the proposal form. The Respondent's DMR also opined that the suppression of material facts has a nexus with the cause of death.

The Forum observed that the suppression of material facts has not been proved beyond doubt by the Respondent. The certificate that the DLA was suffering from Hepatomegaly since 25/8/2008 does not bear signature of the concerned doctor. As per the claim enquiry report by the investigating official of the respondent 'prior to the date of proposal, DLA was not treated for any illness.' DLA was aged 41 years and had taken policy for lowest possible sum assured of Rs.50,000/- The suppression of material facts has not been proved beyond doubt by the Respondent. The Forum is of the opinion that the complainant deserves relief.

Taking into account the facts and circumstances of the case and submissions by both parties , the respondent is directed to settle the claim for Rs.50,000/- as an ex gratia towards full and final settlement of the complaint.

Complaint no PUN-L-021-1617-068

Award no IO/PUN/A/LI/0080/2016-2017 dated 1st July,2016

Sunita S Sheth vs ICICI Pru Life Insurance co ltd.

Repudiation of death claim policy no 19052157 SA Rs.10 lacs

The complainant's husband Shri Satish Krishna Sheth had taken insurance policy for SA Rs.10 lacs on 22/12/2014, he expired on 31/5/2015 due to right upper limb cellulites with septic shock and multi organ failure and essential hypertension. The claim was repudiated on the ground of suppression of material facts IHD since 2001 and coronary angiography in 2001,2009 and 2012. Relief is sought for Rs.10 Lacs.

The respondent's investigations revealed that DLA was suffering from hyper tension since 2009 and had undergone coronary angiography in 2001, 2009 and 2012 and the trans- radial coronary angiography in 2012 revealed coronary artery disease. All these facts were not disclosed at proposal stage. The proposal would have been declined if these facts were disclosed. The surrender value of Rs.82860.96 is processed for payment to the complainant.

The Forum observed that the DLA knew that he was suffering from coronary artery disease and was duty bound to disclose the fact at proposal stage., it is fundamental principle of insurance law that utmost good faith must be observed by the contracting parties. The complaint needs intervention by the Forum as per amended section 45 of the Insurance act, 1938. Accordingly the contract of insurance is treated null and void ab initio.

The respondent is directed to refund the balance of premium under the policy 19052157 to the complainant immediately towards full and final settlement of the complaint.

Complaint no PUN-L_021-1617-0126

Award no IO/PUN/A/LI/0081/2016-2017 dated 1st July,2016

Savitridevi Choudhary vs ICICI Pru Life Insurance co ltd.

Repudiation of death claim policy no 19211279

Mr Jabar Singh Choudhary, the complainant's husband was insured for SA Rs.20 Lacs under ULIP with the Respondent. The policy was bought online on 17/3/2015; he expired on 13/4/2015 due to Acute Myocardial Infarction with pulmonary edema. The death claim was repudiated on the ground of suppression of material facts. DLA was hospitalised on 9/12/2014 for unstable angina and accelerated hypertension. DLA had not disclosed the habit of alcohol and smoking for many years. The Respondent had settled the claim by paying surrender value on 17/7/2015.

The respondent stated that the life assured did not disclose medical history and the habit of alcohol consumption and smoking. DLA was hospitalised in 12/2014 and the discharge card shows that he was known case of hypertension for last 10 to 12 years. The proposal would have been declined if these facts relating to health and habits were disclosed at proposal stage. Surrender value of Rs.170332.20 was paid on 17/7/2015

The Forum observed that the policy duration is less than one month. Non- disclosure of material facts renders the contract of Insurance void ab initio.

Taking into account the facts and circumstances of the case and submissions by both parties, the Respondent is directed to pay the balance of premium i.e.Rs.29668/- to the complainant towards full and final settlement of the complaint.

Complaint no.PUN-L-029-1617-0153

Award no IO/PUN/A/LI/0092/2016-2017 dated 13th July,2016

Smt Sulabha P Chekke vs LIC of India

Repudiation of death claim policy no 822026252 Jeevan Saral

The Complainant's husband Prakash Sitaram Cheke was insured under policy no 822026252 from 28/11/2010 for SA Rs.5 Lacs. He expired on 13/9/2013 due to cardio respiratory arrest and secondary cause Myocardial Infarction. The Death claim was rejected by the respondent on the ground of suppression of material facts. DLA was suffering from Right side Hydro Pneumothorax with Tubercular Consolidation with Diabetes prior to date of proposal. The respondent had sufficient evidence to prove that DLA had taken treatment at various hospitals, which was not disclosed in the proposal form.

The Respondent's claim investigations revealed DLA had taken treatment for Right side Hydro Pneumothorax with Tubercular Consolidation about five months prior to date of proposal. The Employer's certificate also mentions that DLA had availed 277 days sick leave prior to date of proposal. Thus DLA had made deliberate mis statements and withheld material information regarding his health. The death claim was repudiated for suppression of material facts by the DLA.

The Forum observed that the documentary evidence as submitted by the Respondent proved beyond doubt the intentional non-disclosure of the material facts by DLA. Thus the repudiation of the claim by the Respondent was as per the Rules. However, as per the provisions of amended Sec.45 of the Insurance Act, 1938, the respondent is required to refund the premium while repudiating the claim. For forfeiting the premiums, fraud is required to be proved. The Respondent had not proved the fraudulent intentions of the DLA.

Taking into account the facts and circumstances of the case and the submissions made by both the parties, the respondent is directed to refund the premiums to the Complainant toward full and final settlement of the complaint.

Complaint no. PUN-L-029-1617-0148

Award no IO/PUN/A/LI/0094/2016-2017 dated 11th July,2016

Smt Smita Suresh Gavade vs LIC of India

Repudiation of death claim policy no 926209961

The complainant during her oral deposition averred that her son Mahesh was insured under policy no.926209961 since 7/2/2012 for SA Rs.1 Lac He expired on 5/1/2014 due to disseminated Koch's with chronic kidney disease with Hepatitis C. The respondent rejected the claim on the ground of suppression of material facts .She requested the Forum to direct the Respondent to settle the claim.

The Respondent's investigations revealed that DLA was suffering from Chronic kidney disease with hypertension and had taken treatment for the same in July, 2012. DLA was again admitted in B Y L Nair Hospital on 30/12/2013 and the case papers contain the remarks that he was known case of Hypertension, CKD and HCV but no proof the show the existence of HTN and CKD prior to date of proposal. The evidence is too feeble to justify the repudiation by the respondent. An internal circular was placed by the respondent in support of the contention.

The Forum observed that the respondent has erred in correctly interpreting the amended Sec 45 of the Insurance act, 1938 and the clarification for reckoning the period of 3 years vide IRDA circular dated 28/10/2015. The Respondent has erroneously repudiated the death claim.

Taking into account the facts and circumstances of the case and the submissions by both parties, the respondent is directed to settle the death claim for Rs.1 Lac as per rules towards the full and final settlement of the complaint.

Complaint no PUN-L-008-1617-0113

Award no IO/PUN/A/LI/0111/2016-2017 dated 26th July,2016

Ms Rupali Kharade vs Bharti Axa Life Insurance co ltd.

Non settlement of death claim policy no 10000052

The complainant and her husband Mr Sunil Kharade had availed home loan and insurance coverage of Rs.8 Lacs was taken through Group Insurance on 29/7/2014 . The complainant's husband died on 11/9/2015, the death claim was rejected on the ground of nondisclosure of previous medical history and personal habits. DLA was hospitalised for pancreatitis and acute abdominal pain and had a habit of alcohol consumption and a known case of hypertension. DLA had three policies with LIC of India for SA Rs.2.5 Lacs. LIC had settled the death claims.

The Respondent had asked for 'Self filled questionnaire 'and DLA had not disclosed his medical history and his habit of alcohol consumption.

The Forum observed that the cause of death was 'Cirrhosis of liver'. There is no direct and separate question about any disease as well as consumption of alcohol. The underwriting norms under a group policy are quite simple and relaxed as compared to individual insurance plans and the disclosure of health and habits would not have deprived the DLA of Insurance coverage to cover housing loan. Both the DLA and respondent are not fault free.

Taking into account the facts and circumstances of the case and the submissions by both parties, the respondent is directed to settle the death claim for Rs.4 lacs on ex gratia basis towards the full and final settlement of the complaint.

Complaint no PUN-L-009-1617-0197

Award no IO/PUN/A/LI/0118/2016-2017 dated 10th August,2016

Shalini R Salunke vs Birla Sun Life Insurance co ltd.

Repudiation of death claim policy no 006687026

The Complainant's husband Mr Rajendra Salunke was covered under the respondent's policy no 006687026 for SA Rs.115,000/from 12/2/2015.He died on 5/9/2015 due to drowning in the well. The death claim was rejected on the ground of suppression of material facts. The claim investigation by the respondent showed that DLA had history of Entero- colitis and was undergoing treatment for Gastro and knee joint prior to issuance of policy. The non- disclosure of material facts has vitiated the contract and hence the claim was repudiated. The complainant has approached the Forum as the reason for rejection was not acceptable to her. Relief is sought for Rs.115, 000/- i.e. the S.A.

The respondent's early claim investigations revealed that DLA had history of Entero- colitis and was undergoing treatment for Gastro and knee joint prior to issuance of policy. The non- disclosure of material facts has vitiated the contract and hence the claim was repudiated. This fact was not disclosed by DLA in the proposal form .DLA had given false answers to Q No.11 and 14 of the proposal form. If these facts were disclosed at proposal stage, the policy would not have been issued at all to the DLA.

The Forum observed that DLA died due to drowning in the well, DLA's wife informed the investigator of the respondent that DLA had committed suicide. The respondent submitted Medicine prescription dated prior to date of proposal and sonography reports prior to date of proposal which clearly proved suppression of past medical history.it is a fundamental principle of Insurance Law that Utmost Good faith must be observed by the contracting parties and Good faith forbids either party from non-disclosure of the material facts. Hence the complaint needs no intervention by the Forum.

In view of the facts and circumstances referred above, the decision of the Respondent to repudiate the death claim needs no intervention.

Complaint no.PUN-L-029-1617-0070

Award no IO/PUN/A/LI/0132/2016-2017 dated 29th August,2016

Rajeshwar V Sangle vs LIC of India

Repudiation of death claim policy no 986009847

The complainant's wife was insured with the Respondent under policy no.986009847 from 25/7/2011 for SA Rs.2 Lacs. She expired on 11/4/2014 due to Ca Breast. The Respondent repudiated the claim on the ground of suppression of material facts. DLA had undergone Breast Mastectomy in 2010 and had not disclosed the same in the proposal form. The Complainant did not attend the hearing. The complainant contends that his wife had undergone operation for removal of the lump in left breast and not for cancer .He submitted pathology reports for the same.

The Respondent's early claim investigations revealed that DLA had undergone Breast Mastectomy in 2010. The DMR of the respondent has opined that the cause of death has nexus with the undisclosed disease. The respondent had evidence that DLA had deliberately suppressed the material facts.

The Forum observed that DLA was a nurse by occupation, DLA had availed sick leave from 2009 onwards for more than 15 days periodically nut the same was not disclosed in the proposal form. The non-disclosure of correct state of health from a proposer hailing from medical field is sufficient to establish the malafide intentions thereby rendering the contract of insurance void ab initio. The complaint is devoid of Merit.

In view of the facts and circumstances, the complaint has no merit and is dismissed.

Complaint no.PUN-L-029-1617-0147

Award no IO/PUN/A/LI/0133/2016-2017 dated 29th August,2016

Shri Rajendra M Shinde vs LIC of India

Repudiation of death claim Bima Kiran

The complainant's wife Lata R Shinde was insured for Rs.150, 000/- from 14/12/2000. She died on 10/10/2015 due to advanced carcinoma of breast. The policy had lapsed due to non-payment of half yearly premium due 12/2013.The Policy was revived on 28/6/2014 on the basis of personal statement regarding health and required amount. DLA was suffering from carcinoma of breast from 28/11/2011 to 10/10/2015. The claim was repudiated for suppression of medical history and incorrect statements in personal statement regarding her health. The Respondent settled the paid up value on the date of lapse. The complainant placed before the Forum that premiums were paid regularly till premium due 12/2013, which was missed out inadvertently. Relief was sought for the Sum assured.

The respondent's investigation revealed that DLA was suffering from carcinoma of breast and was continuously under treatment from 28/11/2011 till her death. As per DMR's opinion there is nexus between the cause of death and the non-disclosed ailment. If CA breast were to be disclosed, decision would have been based on the Hospital reports. The revival of the policy is void and money paid towards revival and subsequent thereto is to be forfeited.

The Forum observed that DLA was a nurse by profession and was working in Govt.Hospital. Revival of the policy is a fresh contract between the Insurer and Insured and the insured is duty bound to disclose all facts material to assessment of risk. DLA had failed to inform correct state of health. The decision by the Respondent to set aside the revival and refund the revival amount is correct.

In view of the facts and circumstances, the complaint has no merit and is dismissed.

Complaint no PUN-L-004-1617-0016

Award no IO/PUN/A/LI/0138/2016-2017 dated 31st August,2016

Mandar Rajaram Darbhe vs Aviva Life Insurance co ltd.

Repudiation of death claim

Mrs Sangita Mandar Darbhe was insured under policy no ALA3129080 for SA Rs.20,00,000/-from 20/3/2013. She expired on 11/9/2014 due to cardio respiratory arrest. The complainant has approached the Forum as the reason for rejection of claim by the Respondent was not acceptable to him.Relief is sought for Rs. 20 Lacs, i.e.the sum assured.

The Respondent's early claim investigation revealed that DLA was suffering from Ankylosing Spondylosis for four years and hypothyroidism,cardio myopathy and anemia for 2 and half years.

The complainant failed to justify the sudden increase in insurance from 3 lacs previous insurance to 20 lacs term insurance. The Complainant was given time to submit first consultation case paper for deciding the merit of the case , however the complainant has submitted pathological test reports which are not conclusive support to his allegation that DLA had never suffered from any illness prior to date of proposal. The action of the Insurer in repudiating the claim is fully justified.

In view of the facts and circumstances referred above, the complaint is not tenable and hence dismissed.

Complaint no PUN-L-029-1617-0175

Award no IO/PUN/A/LI/0140/2016-2017 dated 31st August,2016

Smt Savita Ganesh Sakate vs LIC of India

Repudiation of death claim New Jeevan Anand Plan

The Complainant's husband was insured for SA Rs.125,000/- from 29/3/2014, he expired on 1/11/2014 due to (accident) Haemorrhagic shock due to injury to spleen and left kidney on account of falling from bike. The Respondent had repudiated the claim on account of non-disclosure of epilepsy and GTC convulsions. The complainant claimed that her husband as Zadu Kamgar with Kolhapur Municipal council. He was carrying a dead dog as a pillion rider on bike as part of his duty. Due to the weight of the dead dog and the foul smell, both his colleague and DLA lost balance and met with accident. DLA succumbed to the injuries and died. Relief is sought for Sum Assured.

The Respondent's investigation revealed that DLA was a known case of Epilepsy since 25 years.He was hospitalised prior to date of proposal and had taken treatment for G T Convulsion .He did not disclose the material facts in the proposal form and as per DMR, the cause of death is co-related with non-disclosed ailment.

The Forum observed that DLA was employed by Kolhapur municipal council after being found medically and mentally fit. The cause of death certificate issued by CPR hospital, Kolhapur, it is not mentioned that death was due to epilepsy. DLA was consuming alcohol and this fact was mentioned in the proposal form. The policy was issued on medical and special reports. The Respondent did not have independent documentary evidence to prove epilepsy prior to date of proposal. The CT scan of the brain was within normal limits. The DLA died due to injuries sustained in accident, the complaint has earned the merit of lawful consideration.

In view of the facts, circumstances of the case and the submissions by both parties, the Respondent is directed to settle the death claim under policy no 948932882 towards full and final settlement of the complaint.

Complaint no PUN-L-033-1617-0227

Award no IO/PUN/A/LI/0154/2016-2017 dated 21st September,2016

Surekha Rajendra Patil vs PNB Metlife India co pvt.ltd.

Repudiation of death claim

The complainant's husband Rajendra Patil was Insured with PNB Metlife from 24/9/2013 for SA 12 Lacs . He died on 19/1/2014 due to Malaria.The claim was rejected by the respondent on the ground of suppression of material facts. DLA was suffering from Diabetes, had left foot amputation due to gangrene and had Koch's disease. He had not disclosed these facts at proposal stage. According to the complainant, he was hale and healthy at the time of proposal and died at home due to illness. Relief is sought for SA i.e. Rs. 12 Lacs

The Respondent's early claim investigation revealed that DLA was suffering from DM for last 12 years, Koch's disease in 2008 and foot amputation in 2012 . The complainant failed to justify the need of insurance of Rs.12 Lacs at the age of 36 years when DLA had no previous insurance. The Complainant could not give any reason why proposal was submitted at a place other than place of residence. The Respondent submitted case papers dated 17/7/2013 which showed that DLA was hospitalised. DLA by not disclosing medical history had committed a breach of the doctrine of 'utmost good faith'. The decision by the Respondent in repudiating the claim is fully justified.

In view of the facts and circumstances referred above, the complaint is not tenable and hence dismissed.

Complaint no PUN-L-033-1617-0250

Award no IO/PUN/A/LI/0155/2016-2017 dated 21st September,2016

Sunita Ganesh Patil vs PNB Metlife India co ltd.

Repudiation of death claim

The complainant's husband Ganesh Patil was Insured with PNB Metlife from 27/6/2014 for SA 12 Lacs . He died on 1/12/2014 due to Infective Hepatitis, viral fever , cardio respiratory arrest.The claim was rejected by the respondent on the ground of suppression of material facts. DLA was suffering from ALD, Liver Cirrhosis .He had not disclosed these facts at proposal stage. According to the complainant, he was hale and healthy at the time of proposal and died at home due to illness. Relief is sought for SA i.e. Rs. 12 Lacs

The Respondent's early claim investigation revealed that DLA was suffering from ALD , liver cirrhosis for years, . The complainant failed to justify the need of insurance of Rs.12 Lacs at the age of 33 years when DLA had no previous insurance. The Complainant could not give any reason why proposal was submitted at a place other than place of residence. The Respondent submitted case papers dated 18/8/2013 which showed that DLA was hospitalised. DLA by not disclosing medical history had committed a breach of the doctrine of 'utmost good faith'. The decision by the Respondent in repudiating the claim is fully justified.

In view of the facts and circumstances referred above, the complaint is not tenable and hence dismissed.

Complaint no PUN-L-029-1617-0198

Award no IO/PUN/A/LI/0156/2016-2017 dated 26th September,2016

Durgabai Vasudeo Sayam vs LIC of India

Repudiation of death claim

The complainant's son Pravin Sayam was insured for SA Rs.1 Lac from 20/3/2014. He died on 18/9/2014 due to drowning in a well. The death claim was rejected by the respondent on the ground of suppression of material facts. DLA was suffering from mental illness and had not disclosed this fact at proposal stage. The complainant averred that her son was mentally fit and died due to drowning. Relief is sought for Rs.1 Lac.

The Respondent's early claim investigation revealed that DLA had taken treatment in 2006 for mental illness and had discontinued treatment from February, 2007, he was suffering from Schizophrenia. As per DMR of the Respondent if mental illness was disclosed, probably the proposal would have been declined. The Respondent had proved the non- disclosure beyond doubt. The complaint is devoid of merit and deserves dismissal.

In view of the facts and circumstances referred above and submissions by both parties, the decision of the respondent to repudiate the claim needs no intervention and the complaint is accordingly dismissed.

Complaint no PUN-L-029-1617-0347

Award no IO/PUN/A/LI/0160/2016-2017 dated 30th September,2016

Siddharam Shankar Bhoi vs LIC of India

Repudiation of death claim

The complainant's daughter was insured under Jeevan Rakshak Plan of the respondent. She died due to cardiogenic shock and secondary cause was Thalassemia Major. The policy duration was 3 months and 29 days. The death claim was rejected on the ground of non-disclosure of material facts. DLA was under treatment for Thalassemia Major, this fact regarding her health was withheld at the proposal stage. The complainant had contended that the life assured died due to fever and heart attack.

The Respondent's early claim investigation revealed that DLA was under treatment for Thalassemia Major prior to date of proposal. The Respondent had proved the non- disclosure beyond doubt. As per revised Sec.45 of the Insurance Act, 1938, the complainant is entitled for refund of premium.

In view of the facts and circumstances referred above, the Respondent is directed to refund the premium to the complainant.

From 1/10/2016 to 31/3/2017 (Page 12 to page 21)

Complaint no PUN-L-024-1617-0400

Award no IO/PUN/A/LI/0177/2016-2017 dated 28th October,2016

Anita Tidange vs India First Life Insurance co ltd.

Repudiation of death claim

The complainant's husband G Tidange was insured with the Respondent for sum assured of Rs.10 Lakhs.He died due to heart attack when the policy had run for 3 months and 15 days only. The death claim lodged by the complainant was rejected by the respondent as previous insurance history was not disclosed at proposal stage .According to the complainant; her husband was a vegetable seller with annual income of Rs.2 Lakhs. He was the only breadwinner of the family.

The Respondent pointed out that death claim was received after one year from date of death, the early claim investigations revealed that DLA had concealed previous insurance totalling to Rs. 29 Lakhs. The previous insurance details are necessary for the underwriter to analyse the financial capacity to pay premium. DLA was hospitalised prior to date of proposal as he was suffering from Diabetes Mellitus, Pancreatitis and excessive consumption of alcohol.

The DLA had taken one more policy for Rs.10 Lakhs after insuring himself with the respondent, thus total insurance cover of Rs.48.8 Lakhs is not in correlation with his annual income was availed by the DLA. The proposals were submitted at different cities with different insurers within a span of 5 to 6 months. The non-disclosure of previous insurance and past medical history by the DLA shows that DLA had committed a breach of doctrine of utmost good faith which makes the contract null and void ab initio.The decision of the respondent in repudiating the claim due to non-disclosure of material facts is fully justified and needs no intervention by the Forum.

In view of the facts and circumstances referred above, the complaint is not tenable and hence dismissed.

Complaint no.PUN-L-029-1617-0343

Award no IO/PUN/A/LI/0180/2016-2017 dated 22nd November,2016

Sugalabai Koli vs LIC of India

Repudiation of death claim

The complainant's son was insured with the Respondent for sum assured of Rs.5 Lakhs. He died due to heart attack when the policy had run for one year 5 months and 28 days. The death claim was repudiated on the ground of suppression of material facts. The reason for repudiation was that the DLA was suffering from Diabetes Mellitus and Hypertension and had taken treatment for the same. The complainant denied that DLA was suffering from any heart problem and that he had taken the policy without medical examination.

The respondent's early claim investigations revealed that DLA had withheld material information regarding his health and the claim forms showed that DLA was taking treatment for past 8 to 10 years for Diabetes Mellitus and Hypertension. DLA was working with Indian Railways and hence the insurance policy was issued without medical examination.

The forum observed that the leave record of DLA from the year 2008 did not show any adverse features.The respondent failed to submit any independent documentary evidence other than claim forms in support of the repudiation of death claim. The repudiation of death claim without sufficient and irrefutable evidence is a lapse on the part of the respondent.

In view of the facts and circumstances referred above, the decision of the respondent to repudiate the death claim is set aside and the respondent is directed to settle the death claim of Rs.5 Lakhs.

Complaint no: PUN-L-009-1617-0361

Award no IO/PUN/A/LI/0185/2016-2017 dated 28th November,2016

Sarika Nalawade vs Birla Sun Life Insurance co ltd.

Repudiation of death claim

Shri Ganesh Nalawade had taken Term insurance policy, he died on 10/3/2016, two years and four months after the issuance of the policy. The respondent rejected his death claim on the grounds of non- disclosure of material facts regarding past medical history. The nominee, DLA's wife Mrs Sarika Nalawade has complained that her husband Shri Ganesh Nalawade was working as a substaff in Baramati Sahakari Bank and he died due to heart attack . She has sought relief for settlement of death claim.

The Respondent's investigation findings show that DLA was admitted in Hospital from 11/9/2013 to 27/9/2013 and Angiography was done on 25/9/2013. The diagnosis shows that he was k/c/o T2 DM with Nephropathy with Liver failure, Acute Renal Failure, Triple Vessel Disease. He was advised CABG.

The proposal form is signed and dated 10/10/2013, immediately after first hospitalisation and DLA had concealed material facts and provided false and incorrect information with respect to his past medical history.

The Respondent produced evidence of hospitalization and pre -existing diseases. The proposal would have been declined if these facts were disclosed. The DLA did not disclose his past medical history which clearly shows the breach of basic principles of life insurance i.e. "Utmost good faith" , which makes the contract null and void ab initio. The decision of the Respondent in repudiating the claim due to non-disclosure of material facts needs no intervention by the Forum.

Taking into account the facts & circumstances of the case and the submissions made by both the parties during the course of hearing, the decision of the Respondent to repudiate the death claim needs no interference.

Complaint No: PUN-L-033-1617-0354

Award no IO/PUN/A/LI/0186/2016-2017 dated 28th November,2016

Smt Kaveri K Kore v/s PNB Metlife India Insurance Co. Ltd

Repudiation of death claim

Shri Krishnakumar L Kore had taken two insurance policies, he died due to heart attack.The policy duration was one month and twelve days. The death claim submitted by his wife, Smt Kaveri Kore, nominee under the two policies was rejected by the Respondent on the ground of non-disclosure of material facts. As per the Respondent, DLA was a known case of Typhoid prior to policy issuance. The Complainant had denied the allegations of the Respondent and requested the intervention by the Forum for settlement of death claim.

The Respondent had carried out an investigation and investigation reports show that DLA was hospitalized for Typhoid fever prior to date of proposal. The Hospitalisation was not disclosed by the DLA. Insurance contract is based on "utmost good faith" and any non-disclosure or misrepresentation in the proposal form renders the contract void ab initio.

DLA had taken First Insurance at the age of 39 years for Sum assured of Rs.19,30,480/ with the Respondent. Further investigation revealed that DLA in a short span of one month had taken insurance with different insurance companies for life cover totalling to Rs. 62,30,480/ with his annual income of Rs.2.5 Lakhs. The claims in all the insurance policies were rejected on the ground of non- disclosure of insurance history and medical history.

The decision of the Respondent in repudiating the claim due to non-disclosure of material facts needs no intervention by the Forum.

Complaint no:PUN-L-029-1516-0471

Award no IO/PUN/A/LI/0192/2016-2017 dated 29th November,2016

Mangala P Chopade vs.LIC of India

Repudiation of death claim

The complainant's husband Pradeep Chopade was insured for Rs.3 Lakhs under three policies of the Respondent. He died due to Liver Cirrhosis. The policy duration was 2 years 5 months 18 days, 10 months 5 days and 9 months 24 days in three policies respectively. The early claim investigation by the respondent revealed that DLA had history of Diabetes Mellitus for last 8 years, Haematemesis , variceal bleed , sclecotherapy , severe anaemia and these facts were not disclosed in the proposal forms. The undisclosed ailments have direct nexus with cause of death. The claim was rejected on the ground of suppression of material facts. The complainant alleged that her husband had not suffered any ailment prior to issuance of the policies.

The undisclosed facts about DLA's health and sick leave record and the hospital records produced by the Insurer have proved suppression of material facts beyond doubt. In insurance contracts, from the very necessity of the case one party alone possesses full knowledge of all material facts , the law requires him to show uberrima fides, he must make full disclosure of all the material facts known to him otherwise the contract may be rescinded. DLA had committed a breach of the doctrine of utmost good faith which makes the contract void ab initio.

In view of the facts and circumstances referred above, the decision of the respondent to repudiate the death claim needs no interference.

Complaint no: PUN-L-029-1617-0501

Award no IO/PUN/A/LI/0207/2016-2017 dated 26th December,2016

Arvind sahakari Bank Ltd. vs Life Insurance Corporation of India

Repudiation of death claim

The deceased life assured had assigned the policy to Arvind Sahakari Bank Ltd. The Life Assured died and the death claim was repudiated by the Respondent. The policy had run for one year 8 months and 15 days and the death claim was repudiated for non-disclosure of the material facts by the deceased life assured at the proposal stage. The respondent had proved the suppression of material facts and the cause of death has nexus with the undisclosed ailments. The contract of insurance is void ab initio and hence the decision of the respondent to repudiate the death claim does not warrant any intervention by the Forum. However, fraud is neither proved nor invoked by the respondent. As per sec.45 of the Insurance Act,1938 , the claimant is entitled to the refund of the premiums paid.

The respondent is directed to refund the premiums to the complainant towards full and final settlement of the complaint.

Complaint no: PUN-L-029-1617-0500

Award no IO/PUN/A/LI/0209/2016-2017 dated 28th December,2016

Kalpana B Shirsat vs LIC of India

Repudiation of death claim

The deceased life assured Bhimrao Shirsat had revived the policy on the basis of medical report , declaration of good health and special medical reports.The life assured died and the death claim was repudiated on the ground of non-disclosure of material facts. After Revival on original terms , the policy had run for one year7 months and 3 days. The discharge summary showed that the deceased life assured had chronic liver disease and had history of IHD in 1995. The investigations revealed wilful non-disclosure of liver disease by the complainant. The respondent had rejected the claim.

The presumption of suppression of material facts needs to be proved and established beyond doubt on the basis of independent and very specific evidences; the respondent had no documentary evidence to prove the exact duration of the chronic liver disease. Fraudulent intentions of the deceased life assured were not mentioned and were not proved in the repudiation letter by the respondent. The failure of the respondent had drained the merit of decision of repudiation.

The respondent is directed to settle the claim for full sum assured as per rules towards full and final settlement of the complaint.

Complaint no:PUN-L-029-1617-0504

Award no IO/PUN/A/LI/0215/2016-2017 dated 30th December,2016

P S Deorukhkar vs LIC of India

Repudiation of death claim

The complainant's father was insured with the respondent, on his father's death the claim was rejected by the respondent on the ground of suppression of material facts. The reason for repudiation of death claim was non-disclosure of hypertension in the proposal form. The complainant submitted that his father had undergone medical examination as required by the respondent and the proposal was accepted by the respondent. As per police report the deceased life assured was suffering from hypertension since four years and his son had also confirmed that his father was taking treatment for hypertension. The complainant submitted a notarised statement stating the facts and circumstances of the matter. The cause of death is correlated to the undisclosed ailment according to the medical referee's opinion sought by the respondent. The deceased life assured was aged 50 years when he purchased his first insurance for total sum assured of ₹23 Lakhs. The Post Mortem report and the police report prove that the deceased life assured had high blood pressure. The complainant's statement to the police that the deceased was taking treatment for hypertension cannot be ignored. The notarised statement denying that his father was on medication for high blood pressure was executed by the complainant after the repudiation of the claim by the respondent. The affidavit is an afterthought of the complainant and does not merit any consideration.

The complaint is devoid of merit and is dismissed.

Complaint no PUN-L-019-1617-0498

Award no IO/PUN/A/LI/0242/2016-2017 dated 31st January,2017

Abhijeet Iraj vs HDFC std Life Insurance co ltd.

Repudiation of death claim

The complainant's mother had taken endowment policy for sum assured ₹120,000/- with date of commencement as 9/5/2014 from the respondent, the policy bond was received by her on 29/5/2014.The policy bond and request letter for cancellation of the policy was sent to the respondent on 31/5/2014. The request for cancellation was rejected by the respondent vide letter dated 6/8/2014

as beyond free look period. The life assured died on 30/5/2015.The complainant intimated the death of his mother on 1/8/2015 to the respondent, but the death claim was repudiated due to non-disclosure of medical history and false answers to questions regarding income and occupation. The complainant submitted the speed post receipts to substantiate the dates of despatch of letters. The respondent's investigation revealed that the death occurred at home and that deceased life assured was suffering from hypertension for three years prior to her death and on medication for the same. The same was not disclosed in the proposal form. The occupation and income mentioned in the proposal form was also misleading. The insurance policy was the first insurance and the maturity benefit was ₹ 52363/- and death benefit ₹ 120000/- the lowest possible sum assured. The respondent did not consider the request for cancellation within free look period. The respondent did not explain the reason for delay in replying and rejecting the request for cancellation in free look period. The claims review committee of the respondent did not respond to the queries raised by the complainant. The respondent had based the repudiation of the death claim on the basis of a certificate by family doctor which also mentioned that deceased life assured was not known to have any major illness. The second part of the certificate certainly dilutes the gravity of the respondent's contention. The complainant deserves relief.

The respondent is directed to settle the death claim for full sum assured towards full and final settlement of the complaint.

Complaint no PUN-L-008-1617-0669

Award no IO/PUN/A/LI/0280/2016-2017 dated 10th March,2017

Nitesh Indrekar vs Bharti Axa Life Insurance co ltd.

Repudiation of death claim

The complainant's father was insured with the respondent , the insured died when the policy had run for 13 days only.The death claim was rejected by the respondent. The claim was rejected on the ground of non-disclosure of previous insurance history/ understatement of age thus violating the principle of utmost good faith. The investigation caused by the respondent revealed that the documents i.e. voters ID card, ration card and Senior citizen ID card of the deceased life assured showed different date of birth and the age varied as below 70 years and between 70 to 75 years .It is clear that deceased life assured mentioned his age differently at different times so as to avail age related benefits i.e. senior citizen benefits with higher age and policy benefits with understated age. During the hearing the complainant agreed that he received death claim benefit of ₹ 20 Lakhs from another Insurer. Hence it is proved beyond doubt that previous insurance history was suppressed at proposal stage of the policy under dispute. If the previous insurance history and correct age was disclosed at the time of proposal, the policy would not have been issued at all by the respondent. The policy was acquired unethically from the respondent. The decision of the respondent in repudiating the death claim is fully justified.

The complaint is not tenable and is dismissed.

Complaint no Pun-L-029-1617-0715

Award no IO/PUN/A/LI/0298/2016-2017 dated 31st March,2017

Jagruti Sali vs LICI

Repudiation of death claim

The complainant's husband was insured with the respondent. The policy had lapsed and was revived by paying outstanding premium with interest for late payment. The life assured died , duration of the policy from date of revival to date of death was one year one month and 19 days. The death claim investigation revealed that the deceased life assured was under medical treatment prior to the date of revival. This fact was not disclosed at the time of revival and the claim was rejected due to non-disclosure of material facts. The Respondent sought the opinion of the divisional medical referee and he opined that the undisclosed disease has nexus with the cause of death. The contention of the complainant that the claim can be considered under claim concession is vitiated by the fact that the period of three years has been interrupted by non- payment of premiums resulting into lapsation of the policy. The revival of the policy is alike re-entering the insurance contract and cannot reinstate the benefits of continuous coverage and invoke the claim concession provisions. The non-disclosure of the medical treatment by deceased life assured has rendered the contract void ab initio.

The complaint is devoid of merit and is dismissed.

Complaint no Pun-L-029-1617-0676

Award no IO/PUN/A/LI/0299/2016-2017 dated 31st March,2017

Reena Changare vs LICI

Repudiation of death claim

The complainant's husband was insured with the respondent, he died when the policy duration was 2 years 6 months and 25 days. The death claim was repudiated on the ground of suppression of material facts. The deceased life assured had not disclosed in the proposal form his hospitalisation and leave availed on medical ground. The respondent has cogent evidence of treatment taken by the DLA prior to date of proposal. The divisional medical referee opined that there is nexus between the undisclosed ailment and the cause of death. The respondent has refunded the premium received under the policy adhering to the provision of sec.45 of Insurance Act,1938.

The complaint is devoid of merit and is dismissed.

Complaint no Pun-L-029-1617-0679

Award No IO/PUN/A/LI/0300/2016-2017 dated 31st March,2017

Subhash Hire vs LICI

Repudiation of death claim

The complainant and his wife were insured under a joint life policy with the respondent. The policy was revived on the basis of declaration by the life assured and medical examination by the appointed medical examiner of the respondent. The complainant's wife died when the duration of the policy after revival was 6 months and 20 days. The investigation revealed that DLA was suffering from cancer since seven to eight months prior to revival of the policy. The material information regarding her health was not disclosed at the revival stage. The revival of the insurance policy is a fresh contract and it is the duty of the assured to file a fresh declaration of good health. As per amended section 45 of Insurance Act, 1938 Repudiation of claim and payment of acquired paid up value on the policy before revival by the respondent is justified and needs no intervention.

The complaint is devoid of merit and is dismissed.

Complaint no PUN-L-029-1617-0705

Award no IO/PUN/A/LI/0303/2016-2017 dated 31st March,2017

Atul Lende vs LICI

Repudiation of death claim

The complainant's wife was insured with the respondent, she died due to lung cancer. The claim was repudiated on the ground of suppression of material facts by the respondent. The respondent has documentary evidence of the treatment taken by deceased life assured for Diabetes for 8 years and Hypertension for 20 years. The fact was not disclosed by the DLA in the proposal form. The DLA had violated the basic principle of utmost good faith. The respondent has rightly repudiated the death claim .However, the respondent has not proved fraud and hence the complainant is entitled to refund of premiums paid under the policy.

The respondent is directed to refund the premiums collected under the policy to the nominee under the policy.

Complaint no PUN-L-029-1617-0674

Award no IO/PUN/A/LI/0308/2016-2017 dated 31st March,2017

Ujwala Dhake vs LICI

Repudiation of death claim

The complainant's husband was insured with the respondent, he died when the duration of the policy was 2 years 11 months and 3 days. The death claim was repudiated on the ground of suppression of material facts. The investigation of the respondent revealed that the DLA was a known case of Diabetes, Hypertension and IHD. The ailments were not disclosed at proposal stage. The respondent had sought the opinion of Divisional Medical referee and he has not commented on any nexus between the cause of death and the suppressed ailments. The cause of death is due to Dengue hemorrhagic fever with shock. Considering the duration of the policy, sum assured ₹ 75000/-, occupation of the DLA and absence of any independent evidence in support of the contentions of the respondent the Forum finds merit in the case.

The respondent is directed to settle the death claim as per the rules to the nominee under the policy.

Complaint no Pun-L-029-1617-0671

Award no IO/PUN/A/LI/0313/2016-2017 dated 31st March,2017

Kanchan Kashid vs LICI

Repudiation of death claim

The complainant's husband was insured with the respondent. The mode of payment of premium was monthly under salary savings scheme. The premiums for 7 months were not received by the respondent and premiums thereafter were received regularly. The life assured died and the death claim was settled considering the policy as reduced paid up. The respondent never communicated the non- receipt of 7 monthly premiums to deceased life assured and did not intimate the employer of the deceased life assured about the non- receipt of premiums. The respondent did not advise the employer and the life assured to remit the gap premiums. The respondent did not submit any evidence that intimation about the gap premiums and advice to remit the same to the employer and deceased life assured was sent.

The respondent is directed to settle the claim for full sum assured with bonus in favour of the nominee under the policy towards full and final settlement of the complaint.

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1. CASE OF MRS. RICHA SAXENA VS AVIVA LIFE INSURANCE CO. LTD (AWARD DATED : 20.09.2016)

- The deceased had taken a life Shield advantage plan from Aviva Life Ins Co Ltd. Her death-claim was rejected by LICI on ground of non-disclosure of material fact of illness by the deceased at the time of proposal completed on 14. 10. 2014

- The complainant stated that she had informed about her illness to the agent before taking the policy but the agent had replied that the policy will be issued only if medical reports are satisfactory. The policy was issued but certain detail ticked in proposal form were incorrect. Her mother died on 13/10/2015, which was repudiated by insurance company on the ground of non-disclosure of past history of cancer, removal of one breast and installation of a chemo port on the chest of the insured.

- During the hearing, it was observed that her mother had informed about her illness to the agent before taking the policy Medical test including ECG and other tests were done by insurance company so the company cannot take stand that the proposer had concealed these facts from the insurance company.on receipt of policy documents, the insured had immediately pointed out discrepancies in respect of her medical history to the concerned authorities. It is clearly evident that he had no intention to conceal her ailment. In normal course, the policy should not have been issued but the agent appears to have sold the same for the sake of commission but the insurer cannot wash their hands by stating that they were not aware of what had transpired between the agent and the insured. In view of above the insurance company was directed to pay 50% the total sum assured of Rs 10,00,000/- to the complainant/ nominee towards full and final settlement of the claim.

2. CASE OF SMT. LATIKA AGARWAL V/S LIFE INSURANCE CORPORATION OF INDIA.

AWARD DATED 1.06.2016

- The complaint was filed by Smt. Latika Agarwal against repudiation of death claim of her husband by LICI on ground of concealment of material fact related to the illness of her husband.
- The Insurance Company stated that the deceased life assured had concealed the material fact of his illness from Insurance Company. In claim form B & Bi (medical attendant report) filled by the doctor, it was clearly mentioned that the deceased was the patient of cirrhosis and hypertension since last one and half year, hence, they had rightly repudiated the claim.
- Except the report of the doctor in the shape of claim form B and B1, there is no conclusive evidence to prove the history or age of the disease to substantiate the allegation of suppression of material facts by the deceased. No other document has been submitted by the Insurance Company, hence, the benefit of doubt might be given to the deceased life assured.
- Rs.50000/- is hereby awarded to be paid by the Insurer to the Insured as an ex-gratia payment.

Award No. IO/KOC/A/LI/0046/2015-16

Complaint No. KOC-L-029-1617-0099

Award passed on : 21.06.2016

Mr. T. Sreedharan Vs LIC of India, Kozhikode Divn

Repudiation of death claim on a policy

The complainant's late wife had been insured with the respondent Insurer, vide Policy No.7986345682. She expired on 17/06/2014 due to cancer. A death claim preferred with the Insurer has been repudiated. He appealed to the grievance Cell of the Insurer for reconsideration of the claim, but they upheld the earlier decision of repudiation and requested to approach this Forum, if he is not satisfied with their decision. Hence, he filed a complaint before this forum, seeking direction to the Insurer for admission of the claim on sympathetic grounds.

Decision : The Respondent insurer is directed to Pay Rs.25000/- as ex-gratia.

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Award No. IO/KOC/A/LI/0047/2015-16

Complaint No. KOC-L-029-1617-0034

Award passed on : 27.06.2016

Mrs. V.S. Remani Vs LIC of India, Thiruvananthapuram Divn

Partial Repudiation of Death Claim

The complainant is the nominee under a policy taken by Sri Mithun Raj (now deceased) in 08/2013. The policyholder expired on 09/08/2015 and a claim was preferred with the Insurer. The Insurer has partially repudiated the claim; wrong answers to Q4B and 11(h). Since the partial repudiation was unfair, a representation was submitted to the Insurer to reconsider the case. At present the Insurer has informed that a decision is to be taken by the Zonal office and the request has been forwarded to them. Till date, there is no information as to whether the claim is allowed or not. Hence this complaint is filed seeking the full death benefit.

Decision : The Respondent insurer is directed to Settle Rs.2 lakhs as ex-gratia in addition to SA already agreed.

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Award No. IO/KOC/A/LI/0048/2015-16

Complaint No. KOC-L-029-1617-0137

Award passed on : 27.06.2016

Mrs. Sobha Menon Vs LIC of India, Ernakulam Divn

Denial of death claim on an annuity policy

The complainant's father had 2 Annuity policies with the respondent Insurer. He expired on 15/06/2014. Annuities were getting regularly as per the option exercised by him. However, after his death the claim amount has not yet been settled despite submission of required documents and several reminders. The complainant expressed her concern about the non receipt of the claim amount, even after completing almost 2 years, after the death of the insured. She appealed to the Grievance Cell of the Insurer also, for which no reply has been received. Hence, she filed a complaint before this Forum, seeking direction to the Insurer for admission of the claim under both the policies.

Decision : The complaint is dismissed.

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Award No. IO/KOC/A/LI/0053/2015-16

Complaint No. KOC-L-029-1617-0128

Award passed on : 28.06.2016

Mrs. Shaly P.R Vs LIC of India, Kottayam Division

Repudiation of death claim on a policy

The complainant's husband, had taken a JEEVAN ANAND policy, in February, 2012, for a Sum Assured of Rs.2 lakhs with an annual premium of Rs.17809/-. He expired on 07/01/2015, due to Cirrhosis of liver. A death claim was preferred with the Insurer, which has been repudiated stating that the insured had made deliberate mis-statement and withheld material information regarding his health and habits at the time of taking the policy. She appealed to the Grievance Cell of the Insurer for a reconsideration of the claim, for which no satisfactory reply has been received. Hence, she filed a complaint before this Forum, seeking direction to the Insurer for admission of the claim.

Decision : The Respondent insurer is directed to Refund premium amount.

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Award No. IO/KOC/A/LI/0056/2015-16

Complaint No. KOC-L-021-1617-0021

Award passed on : 29.06.2016

Ms. Mini. A Vs ICICI Prudential Life Insurance Co. Ltd.

Repudiation of Death Claim

The complainant's late husband had 3 policies with the respondent Insurer, taken in 2011. Her husband expired on 03/10/2011 and death claims were preferred with the Insurer and they settled only Rs.1.25 lakh as against total premium payment of Rs.2.5 lakhs for all the 3 policies put together. She submits that her legitimate claims under the said policies had been illegally denied by the Insurer by fraudulent means and methods. The Company had rejected the claims alleging that there had been suppression of material facts at the time of taking the policies. However, on 17/04/2012, the Insurer handed over a Cheque for Rs.1.25 lakhs as ex-gratia payment. Being not satisfied with the settlement, she appealed to the Grievance Cell of the Insurer for a review of the claims, for which the reply was not satisfactory. Hence, she filed a complaint before this Forum, seeking direction to the Insurer for admission of the claims in full.

Decision : The Respondent insurer is directed to Pay a further sum of Rs.1.25 lakhs.

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Award No. IO/KOC/A/LI/0069/2015-16

Complaint No. KOC-L-029-1617-0179

Award passed on : 19.07.2016

Mrs. G. Ranisree Vs LIC of India

Repudiation of death claim on a policy

The complainant's now deceased husband while working in IREL had taken a policy from the respondent Insurer. This policy was assigned to IREL towards a housing policy. On the death of the policyholder the employer has raised the claim with the Insurer. The claim was rejected by the Insurer for the reason that the policyholder had withheld material information while taking the policy. Thereafter an appeal was also made which was rejected. The financial condition at present is very bad and this complaint is now filed seeking that the insurer pay the entire claim amount to the employer i.e. IREL so that the housing loan may be closed.

Decision : The Respondent insurer is directed to Refund the prem amt collected as ex-gratia.

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Award No. IO/KOC/A/LI/0082/2015-16

Complaint No. KOC-L-029-1617-0130

Award passed on : 27.07.2016

Mrs. Annamma Podikunju Vs LIC of India

Repudiation of death claim on a policy

The complainant's husband, had taken a NEW BIMA GOLD policy, in February, 2013, for a Sum Assured of Rs.5 lakhs with a Hly. premium of Rs.23942/-. He expired on 17/01/2015, due to Cardiac Arrest. A death claim was preferred with the Insurer, which has been repudiated stating that the insured had made deliberate mis-statement and withheld material information regarding his health and habits at the time of taking the policy. She appealed to the Grievance Cell of the Insurer for a reconsideration of the claim, for which no satisfactory reply has been received. Hence, she filed a complaint before this Forum, seeking direction to the Insurer for admission of the claim.

Decision : The Respondent insurer is directed to Pay Rs.2 lakhs as ex-gratia.

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Award No. IO/KOC/A/LI/0104/2015-16

Complaint No. KOC-L-029-1617-0218

Award passed on : 22.08.2016

Mr. Devasia Devasia Vs LIC of India

Denial of death claim on a policy

The Complainant's wife had a policy with the respondent Insurer. The Insured expired and a death claim was preferred with the Insurer, which has been repudiated. He appealed to the Grievance Cell of the Insurer for a review of the claim and they have decided to pay an amount of Rs.17062/-, as ex-gratia. Being not satisfied with the settlement, he filed a complaint before this forum, seeking direction to the Insurer for admission of the claim in full.

Decision : The complaint is dismissed.

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Award No. IO/KOC/A/LI/0111/2015-16

Complaint No. KOC-L-029-1617-0272

Award passed on : 02.09.2016

Mrs. Ajitha. V.P Vs LIC of India

Repudiation of death claim on a policy

The Complainant's sister, Smt. Syamala had an Insurance policy with the respondent Insurer taken in May, 2012. On 29/10/2014, the insured said to have been accidentally slipped in the bath room and succumbed to the injuries sustained in the fall. A death claim was preferred to the Insurer by the complainant, as nominee under the policy, which has been repudiated citing non disclosure of facts at the time of taking the policy. She appealed to the Grievance Cell of the Insurer for a review of the claim, but they also decided to uphold the earlier decision of repudiation. Hence, she filed a complaint before this forum, seeking direction to the Insurer for admission of the claim with all benefits, interest and cost.

Decision : The Respondent insurer is directed to Pay Rs.1 lakh as ex-gratia.

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Suchet Singh vs The United India Insurance Co Ltd.

(Repudiation of Death claim)

The complainant was having a Student Safety Insurance policy from the respondent, insurance company. The details are: policy no 14030148144200002057 wef 05.11.2014 to 04.11.2015 with the sum insured Rs. 1 Lakh. The complainant stated that his son died on 12.08.2015 in road accident while he was going to coaching from his house, a Tractor hit his scooter causing death of Late Deep Karan Singh. The complainant preferred a death claim under Student Safety Insurance to respondent co. but respondent company denied to pay above claim because of non availability of driving license of deceased. The insurer in its reply/SCN has submitted that the

deceased insured was himself driving the vehicle, so it is legally necessary to have a valid driving license without which the claim could not be taken into account. Hence, the claim was repudiated.

During hearing it was observed that, the student safety insurance policy had been taken by the college for the benefit of the studenst. The claim was repudiated by the company on the ground that at the time of accident student was driving an "Activa" without proper license. First of all there was no such condition in the policy document that claim will not be payable if the student was driving without license. Secondly from the investigation report of the company it was clear that a rashly driven tractor hit the "Activa" from behind. The Driving License has lost its relevance. The student lost his life for no fault on his part. The repudiation is not justified. In view of these facts and circumstances, it was awarded that a payment of Rs.100000/-. **s**hall be paid by respondent insurance company.

OMKAR **vs** **RELIANCE GENERAL INS. Co. Ltd.**

(Repudiation of death claim)

The insurance for PAI cover to DSP account holder in SBI bank was issued as per policy bearing no. 1111342914000038 w.e.f. 04-01-2015 TO 03-01-2016 from the respondent company for Sum Assured Rs.300000/- covering Grenadier Hari Om, one of cardholder (Silver). The coverage available was only for death due to an accident.The Life Assured reported to have died on 07.08.2015 due to injuries sustained while participating in organized game/trial for Inter Company Boxing Championship on 23.07.2015. During the event he was hit and fell unconscious and underwent treatment from 23.07.2015 to 07.08.2015 at Military Hospital, SMS Hospital and subsequently at SDMH Jaipur where he died. The claim was repudiated by insurance company. The insurer in its SCN replied that the claim iwa inadmissible as per T&C of the policy as the cause of death "CEREBELLAR INFARCT WITH SEPSIS" is a natural disease process and not due to accidental injury.

During course of mediation, both the parties filed joint application (Mediation Agreement) duly signed by the complainant and the representative of respondent Co. mentioning therein about settlement of the claim willingly and mutually and agreed to settle the subject matter of the complaint.

In view of the above facts, circumstances & mutual agreement, it was equitable to make following recommendations about settlement of the claim as full and final on the basis of mutual agreement between both the parties. The respondent company **Reliance General Insurance Co.** shall settle the death claim amounting to Rs.300000/- and pay the same to the complainant as full and final settlement of the grievance/ complaint.

Sh Badri Narayan **Life Insurance Corporation of India**

V/s

(Death Claim)

The fact of the complaint is that complainant's brother Sh. Gopal Gurjar had obtained a policy bearing no. 478115817 from respondent company for SA of Rs. 2 lac on 15.05.2015. The Life Assured reported to have died on 26.08.2015. The complainant had submitted all the relevant papers to the respondent co. for the settlement of death claim. But the claim was repudiated by the co. on the basis of pre-existing decease. Then the complainant approached grievance redressal officer of the respondent company to redress the same. The GRO also decided to uphold the repudiation action of the company. The insurer in its SCN replied that the deceased life assured had suffered from RVD, TBM and Old K Chest and for which he had taken treatment from SMS Hospital, Jaipur and remained hospitalized from 17-08-2015 to 26-08-2015. The deceased was a known case of RVD.

During hearing, it emerged that the policy was taken on 15-05-2015. The LA was admitted to hospital on 17-08-2015 and expired on 26-08-2015. As per the discharge summary from SMS hospital, Jaipur, LA was a case of old K-chest TBM developing into RVD and HIV+. The LA was a known smoker and admitted to SMS hospital on 17-08-2015. Considering the treatment papers from SMS hospital, Jaipur, it could not be said that the LA was not aware of his health condition on 15-05-2015, when he submitted the good health certificate. The claim was rightly repudiated by the company. However, it was seen that the LA died at the age of 30 years. His wife already expired in the year 2014. He had two children aged 5 & 1 years.

In view of these facts and circumstances,he was awarded an ex-gratia payment of Rs.25000/-. The respondent company LIC of India Insurance shall pay Rs. 25000/- to the complainant as full and final settlement of the grievance/ complaint.

RAMKARAN **vs** **HDFC LIFE INS. COMPANY**

(Death Claim)

The complainant's father Sh. Hardev had obtained a policy bearing no. 17250817 from respondent company for SA of Rs. 287817/- on 02-12-2014. The Life Assured reported to have died on 25-09-2015. The complainant had submitted all the relevant papers to the respondent co. for the settlement of death claim. But the claim was repudiated by the co. on the basis of pre-existing decease. The insurer in its SCN replied that during investigation it was found that the LA was suffering from Ischemic Heart disease since 24-09-2014 which was prior to DOC i.e. 02-12-2014. In the statement of death claim also the complainant had mentioned the reason of death as heart problem. As per clause 14 under standard policy provisions it was very clearly stated that company would not be liable to pay the benefit amount if there was suppression of material fact, pre-existing conditions/diseases.

During hearing, it emerged that in the proposal form signed by DLA, Sh. Hardev, no existing disease was declared. On 24-09-2015 DLA was admitted to JLN Hospital, Ajmer. As per treatment

papers DLA was known case of heart disease from one year back. He was also a smoker. Thus the DLA was suffering from heart problem for 3 months before DOC. The repudiation on the ground of pre-existing disease was proper. In view of these facts and circumstances, the complaint was dismissed.