

DEATH CLAIM

In the matter of : Shri Pravinbhai S. Rathod V/S Bajaj Allianz Life Insurance Co. Ltd.

COMPLAINT REF NO.: AHD-L-006-1617-0334-0335-0337-0338

Master Pol No.0121674437 Member Ship No. 0278198298, 0278200851

Award date: 26/10/2017

Late Mrs. Harkhaben Sureshbhai Rathod, the deceased life assured had purchased the subject policy from Bajaj Allianz Life Insurance Company Ltd under Master Policy No. 0121674437. She had purchased 4 policies, Sum Assured amounting to Rs: 11,50,000/- with annual premium of Rs: 1,00,000/-. The deceased life assured aged 57yrs expired on 27.11.2013 after 1 year, 3 months and 18 days naturally from the date of issuance of policy. When a claim was filed by the Complainant, the Respondent repudiate the claim sating that there was no sufficient income with the DLA to purchase the policy. The DLA was a BPL Card Holder and the transaction was a wager contract. Aggrieved by their decision, the Complainant represented to the Company and on not receiving any favorable decision he had approached the Forum.

The Forum after analysing the documents and the replies given by the Complainant during the hearing, had concluded that the claim was sham and was with an intention of to defraud the Insurance Co. In view of the facts and circumstances, the complaint fails to succeed. **In view of the facts and circumstances, the decision of the Respondent needs no intervention.**

DEATH CLAIM

Case of Smt. Pauroni Y Shah Vs. Life Insurance Corporation of India.

Complaint Ref. No. AHD-L-029-1617-0560

Award Date: 26.10.2016

Pol No.39289543

Mr. Yogeshkumar Shantilal Shah, the DLA, was insured with LIC's Jeevan Rakshak policy No. 839289543 issued on 08/05/2015 by Life Insurance Corporation of India, Ahmedabad Divisional office. The DLA expired on 25.06.2015 due to the thrombosis with left hemiplegia. The Respondent, Contenting that Mr.Yogeshkumar had not disclosed his suffering from Hypothyroidism in the proposal form, had repudiated the claim. Aggrieved by the decision, the Complainant had approached the Forum for redressal of his grievance.

The Respondent could not prove conclusively that the DLA had hypothyroidism and was under medication (except the Dr. Certificate) and also that hypothyroidism was the sole cause of death. Since, the issuance of the policy depended on the existence treatment including medication for hypothyroidism; the respondent's contention on suppression of material fact was not acceptable. At the same time the doctor's certificate stating that the DLA was suffering from hypothyroidism and the DLA'S widow's confession on hypothyroidism also could not be ignored. In view of the above facts, the complaint was accepted. **Taking into account the facts & circumstances of the case and the submissions made by both the parties during the course of the hearing, the Respondent is hereby directed to pay an ex-gratia amount of Rs: 50000/- to the**

Case of- Mr. Maneklal B Varia Vs L.I.C Of India

Complaint Ref No.AHD-L-029-1617-0787

Award Date: 22.02.2017

Policy No 879138002

The deceased life assured had purchased the subject policy from the Respondent for a sum assured of Rs.2,00,000 with the date of commencement as 18.05.2014. The deceased life assured expired on 20.11.2015. The policy duration was 1 year,5 months and 10 days. The Respondent repudiated the claim stating that the deceased life assured had suppressed material fact viz. she had been suffering from cancer since 1997 prior to the date of the proposal.

The Insured in this case has deliberately of not disclosed correct information about the status of his health. Hence, the Insurer was within its rights to repudiate the Insurance Claim of his Nominee subsequent to his death. The Respondent was directed to take appropriate action against the agent under intimation to the Forum. The Respondent was also directed to refund the premium received under the policy. The Complaint failed to succeed. **Considering all the above the decision of the Respondent to repudiate the death claim under subject Policy needed no intervention. The complaint was Dismissed.**

DEATH CLAIM

**Mr.Jaswantrai G Dave V/s.LIC OfIndia (P&GS) Rajkot
Complaint Ref No. AHD-L-029-1617-0148
Policy No. OYRGTA – I/710001590 & 662010 (G-I-EDLI)
Date of Award. 25/07/2016**

M/s Investment & Precision Castings Ltd., Bhavnagar was the master policy holder of OYRGTA-I policy issued by L.I.C. The beneficiaries under the policy were the employees of M/s IPC. The DLA Shri Vishal J Desai was an insured. The policy was issued on 01/07/2013. Shri Dave expired on 14/05/2014. The claim was repudiated on the basis of non-receipt of the premium during the life time of the insured.

As per the terms and conditions of the policy any employee whose P.F. was deducted and remitted to the P.F. Authority was eligible for the Insurance under the policy. The IPC had the policy since the year 1993 with the Respondent. The premium was remitted annually on 1st July, every year without delay. During the past the Respondent had settled around 7 death claims without any dispute. In the subject death claim, the DLA, Late Shri Vishal Dave had joined the Company on 17.04.2014 and expired unfortunately on 14.05.2014. On lodging the death claim, the Respondent had demanded premium of the deceased life assured. The premium of Rs.444/- was remitted to the Respondent. However, the Respondent refunded /returned the premium stating that the premium was not paid to them during the life time of the Deceased Life Assured.

The Respondent submitted that Prior to death of concerned employee, Insurance premium was not received, hence death claim was repudiated

As per Terms and Conditions of the policy, the PF was deducted from the salary of the DLA and remitted to PF Authority in scheduled time. Hence complaint was admitted and ordered to pay the death claim amount to the complainant.

Shri Ramjibhai M Parmar V/S L.I.C. of India

COMPLAINT NO.: AHD-L-029-1617-0067

Policy No.853120648

Date of Award: 29/06/2016

The deceased life assured had purchased the subject policy from the Respondent for a sum assured of Rs.2,00,000 with the date of commencement as 28.12.2013. The deceased life assured expired on 28.07.2014. The claim had been repudiated stating that the deceased life assured had suppressed the material fact viz. she was under the treatment for Multiple Tuberculoma of Brain prior to the date of proposal.

The Complainant submitted that her daughter died suddenly. She was not suffering from any disease. He did not agree with the reason of repudiation that her daughter had medical treatment for Multiple Tuberculoma of Brain prior to the date of proposal.

The Respondent had submitted that the deceased life assured was taking medical treatment for Multiple Tuberculoma of Brain prior to the date of proposal for the policy. This material fact was not mentioned in proposal form under Q.No.12 relating to health questions. He had submitted a copy of the discharge card of the hospital proving that the deceased life assured was admitted in the Avishkar Hospital, Himatnagar from 07.10.2013 to 14.10.2013 for subject ailment. i.e. before date of proposal and this was not mentioned in proposal form. Therefore, the decision of the Company to repudiate the claim was correct.

The deceased Policyholder, in his Proposal Form dated 30.12.2013 of the subject policy, had answered, question No. 12 related to personal health, in negative. Had this fact been disclosed in the proposal form, the Respondent would have called for further reports & might not have been issued the impugned policy. The deceased life assured had concealed the material fact in the proposal. The Insured in this case was guilty of not disclosing correct information about the status of his health. Hence, the Insurer was within its rights to repudiate the Insurance Claim of his Nominee subsequent to his death. In view of the aforesaid facts the complainant fails to succeed.

Considering the submission of both the parties the decision of the Insurer needs no intervention. The complaint stands DISMISSED.

Shri Himanshu N Rajgor V/S SBI Life Insurance Co. Ltd.

COMPLAINT REF NO.: AHD-L-041-1617-0108

Policy No. 70000003903

Date of Award 29/06/2016.

The deceased life assured had purchased the subject policy from the Respondent for a sum assured of Rs.4,72,000/- with the date of commencement as 09.05.2014. The life assured expired on 19.07.2015. The claim had been repudiated stating that the deceased life assured had suppressed material fact as he was suffering from Parkinson Disease prior to the date of proposal.

The Complainant submitted that his father had died suddenly and he was not suffering from any disease. He did not agree with the reason of repudiation that his father had suppressed the material fact of suffering from Parkinson Disease. He submitted that his father expired due to Pneumonia & Coma.

The Respondent had submitted the deceased life assured has not mentioned any ailment or disease in the reply of Q.No.7 relating to Medical Questionnaire of Proposal Form. He had submitted a copy of the discharge summary of the Accord Multi-specialty Hospital mentioning

that deceased life assured was a known case of Parkinson Disease since last 4-5 years. Therefore, the decision of the Company to repudiate the claim was correct.

The deceased Policyholder, in his Proposal Form of the subject policy, had not mentioned the history of Parkinson disease in questions related to personal health. Had this fact been disclosed in the proposal form, the Respondent would have called for further reports & the policy might not have been issued. The discharge summary of Accord Multi-specialty Hospital, Bhuj clearly confirm that the deceased life assured had past history of Parkinson Disease since 4-5 years. Considering all the above the decision of the Respondent to repudiate the death claim under subject Policy cannot be intervened. The Complaint fails to succeed.

In view of the aforesaid facts, the complaint is dismissed. The Respondent is directed to refund total premium

Shri Shushil G Jha V/S L.I.C. of India
COMPLAINT NO.: AHD-L-029-1617-0344
Policy No. 817660710
Date of Award: 26/08/2006

The deceased life assured had purchased the subject policy from the Respondent for a sum assured of Rs.16,50,000 with the date of commencement as 15/09/2012. The life assured expired on 28.09.2014. The claim had been repudiated stating that the deceased life assured had suppressed the material fact viz. she had taken many leaves on medical ground, undergone IVF treatment, got miscarriage and taken services of surrogate mother for implantation before the date of risk.

The complainant stated that his wife was an Anesthetic, she had felt some firm swelling in abdomen on 21/10/2013, and they went for USG & CT scan. The report was considered to be most renowned & reliable pathologist in India, she reported it as a clear cell adenofibroma i.e. benign tumor & not a malignant one. The complainant had also got slide reviewed at the Gujarat Cancer & Research Institute, M.P.Shah Cancer Hospital, Ahmedabad. They too reported it as a benign. Surgery was done (total abdominal Hysterectomy) at M P Shah Cancer Hospital, Ahmedabad on 11/12/2013, where in it was mentioned in operative note that, Macroscopically no suspicious finding was noted during surgery. Based on histopatho report no further treatment was given like chemotherapy which was given in case related with cancer. She then resumed the duty as an anesthetist. In May 2014 she experienced mild abdominal discomfort constipation. They consulted doctor who had suggested for USG Report, also CT & MRI was advised, which was suggestive of **Metastatic secondasied**. Doctor reported it as malignant i.e. cancerous. Doctor had advised for first chemotherapy on

27/06/2014 after the actual confirmation of malignancy, but it did not respond to chemotherapy, hence exploratory laporotomy was attempted but was inoperable and within 4 months after the confirmation diagnosis, she expired i.e. on 28/09/2014. Complainant argued that diagnosis of cancer was known much later from the date on taking LIC Policy. They had taken many LIC Policies earlier. His wife had endometriosis which was considered as the cause of infertility. She had not taken any treatment in last 5 years for any medical illness as mentioned in LIC Pater considering that treatment was taken for a short period related to IVF and not for her own medical illness related to her body. She might have not considered worth mentioning while taking insurance policy. IVF was not done in patients having cancer. IVF was done only after thorough examination. As IVF can be considered a personal matter and not related with risk later in life, and she her-self being a doctor may not have considered it worth mentioning. Before taking subject policy she had undergone all types of test as advised by LIC norms & was found healthy, she had complied by all LIC requirement and had not refused for anything demanded.

The Respondent had submitted that the deceased life assured had suppressed material facts while proposing for the subject policy. The deceased life assured had taken many leaves on medical ground, undergone IVF treatment got miscarriage and taken service of surrogate mother for implantation before date of risk. He had submitted a copy of certificate dated 18/02/2011 where in it was stated that deceased life assured was suffering from Infertility, her IVF had been done on 18/02/2011 and she was advised to take rest for 19 days from 18/02/2011 to 08/03/2011. And certificate dated 12/04/2011 where in it was stated that due to pregnancy after IVF treatment she was advised to take rest for 35 days from 09/03/2011 to 12/04/2011. It shows that the deceased life assured was taking medical treatment before the date of proposal and this was not mentioned in the proposal form. The deceased Policyholder, in her Proposal Form dated 15/09/2012 of the subject policy, had answered, question No. 11 related to personal health, in negative. Had this fact been disclosed in the proposal form, the Respondent would have called for further reports & might not have been issued the impugned policy.

As per the Discharge Summary of Samved Medicare, Ahmedabad, deceased life assured was admitted was diagnosed "**Aden carcinoma of right ovary primary**", History & Clinical Summary "Patient having **history of lower abdominal pain since 1 month, recently diagnosed and admitted for 1st chemotherapy** and next chemotherapy would be on 18/07/2014. DLA had had taken 16.50 lac Insurance on 15/09/2012 & 36.50 lac insurance on 26/09/2012. Earlier other policies Sum Assured was ranging from 1 lac to 2.25 lac. The

proposer has not given correct reply in her proposal form dated 15/09/2012. The material facts of taking of long leave prior to the date of proposal on medical ground, IVF treatment, and miscarriage was also not mentioned in the proposal form. In view of the aforesaid, there is suppression of material facts.

Considering the submission of both the parties the decision of the Insurer needs no intervention. The complaint stands DISMISSED

Revaben P Aasodiya V/S SBI Life Insurance Co. Ltd.

COMPLAINT REF NO.: AHD-L-041-1617-0486

Policy No. : 70000011107

Date of Award: 22/11/2016

The deceased life assured had purchased the subject policy from the Respondent for a sum assured of Rs.4,50,170/- with the date of commencement of Insurance cover as 29/10/2015. The life assured expired on 22/02/2016 (after 3 months and 24 days) due to Septicemia, Multi organ failure, pneumonia, hypertension and Ischemic heart disease. The claim had been stating that the deceased life assured had suppressed material fact as he was suffering from Heart Disease and was also taking treatment for the same, prior to the date of purchase of the policy.

The Complainant's husband Late Mr. Pravinbhai Aged 60 years had purchased the subject policy on 29/10/2015 in order to protect his housing loan as per the scheme of the Respondent. The deceased life assured expired on 22/02/2016 due to Septicemia, Multi organ failure, pneumonia, hypertension and Ischemic heart disease. As per the scheme of Insurance, in the event of death of life assured during the policy term, the sum assured as per the schedule was payable. Insured had Heart Attack in the year 2013. DLA was suffered from pneumonia and during the treatment of pneumonia, he died.

The Respondent had submitted that the Complainant had suppressed material facts while proposing for the subject policy. The deceased life assured has not mentioned any ailment or disease in the reply to Q.No.7 relating to Medical Questionnaire of Proposal Form. The deceased life assured had Heart Disease prior to the date of proposal for the policy. He had submitted a copy of report dated 12/01/2013 issued by the Department of Cardiovascular Medicine of Sheth V.S. General Hospital, Ahmedabad, wherein it was mentioned that DLA Late Sri Pravinbhai underwent Angioplasty with Stenting and was concluded "Successful PTCA (Percutaneous transluminal coronary angioplasty) and stenting of LAD (Left Anterior Descending), LCx (Left Circumflex Artery) and RCA (Right Coronary Artery Lesions)". He also

submitted Angiography Report dated 12/03/2013 issued by the Department of Cardiovascular Medicine of Sheth V.S.General Hospital, Ahmedabad wherein it was stated that the DLA had minor CAD and Mild LV dysfunction, and thus, it was clear that the DLA had Heart disease and was taking treatment for the same ailment prior to the purchase of the Insurance. DLA was admitted to Kakadiya Hospital on 18/02/2016, and in the Hospital papers, Past History was shown as "Post PTCA done on Jan.2013". The membership form was signed on 30/09/2015 and the policy was issued on 29/10/2015 and it was evident that the DLA suppressed his past history of heart disease since the year 2013. The DLA had deliberately and intentionally suppressed the material facts in the Good Health Declaration and obtained the Insurance cover fraudulently. Had SBI Life Insurance Co.Ltd. been made aware of the history of illness of the DLA, the insurance cover would not have been granted. The hospitalization papers dtd 18/02/2016 to Kakadiya Hospital, Ahmedabad, showed the Past History as "PTCA done on January, 2013". The noting in the hospital paper clearly confirmed that the deceased life assured had Heart Disease prior to the purchase of the subject policy. The deceased life assured had concealed the material fact in the proposal. The Insured, in this case, was guilty of not disclosing correct information about the status of his ill health. Hence, the Insurer was within its rights to repudiate the Insurance Claim of the Nominee subsequent to death of life assured. Considering all the above the decision of the Respondent to repudiate the death claim under subject Policy cannot be intervened. The Complainant fails to succeed.

In view of the facts and circumstances, the decision of the Respondent needs no intervention.

Kailashben P Makwana V/S SBI Life Insurance Co. Ltd.

COMPLAINT REF NO.: AHD-L-041-1617-0494

Policy No. : 70000011107

Date of Award: 28/11/2016

The deceased life assured had purchased the subject policy from the Respondent for a sum assured of Rs.6,90,284/- with the date of commencement of Insurance cover as 18/11/2014. The life assured expired on 03/08/2015 due to Sudden Cardio respiratory Arrest. The claim had been repudiated stating that the deceased life assured had suppressed material fact as he was suffering from Uncontrolled Diabetes Mellitus and was also taking treatment for the same prior to the date of purchase of the policy.

Complainant's representative had stated that his father Late Mr. Parbatsang had purchased the subject policy on 18/11/2014 to protect their housing loan as per the scheme of the Respondent. As per the scheme of Insurance, in the event of death of life assured during the policy term, the sum assured as per the schedule was payable. DLA had no illness and he was never absent from his duty. His health was good and there was no other disease, hence he had declared good health in the proposal form for Insurance. DLA had Heart Attack and before any treatment could be given, he died. He did not agree with the reason for repudiation that DLA suppressed the material fact "suffered from uncontrolled diabetes Mellitus".

The Respondent had submitted that the DLA had suppressed material facts while proposing for the subject policy. The deceased life assured had not mentioned any past / existing ailment or disease in the reply of Q.No.7 relating to Medical Questionnaire of Proposal Form. The deceased life assured had Heart Disease prior to the date of proposal for the policy. He had submitted a copy of report dated 12/04/2014 issued by Shivam Pathology Laboratory, Himatnagar, wherein it was mentioned that DLA, Late Sri Parbatsang, was Diagnosed with High Blood Sugar i.e. 412.4 mg/dl which was much higher than the normal prescribed range 70-140 mg/dl. Also Sugar was detected in Urine Analysis of DLA. He had also submitted the Prescription of Dr. K P Patel of Ashish Hospital, Himatnagar, dated 14/08/2014 wherein it was stated that the DLA was under treatment for Diabetes Mellitus from 14/08/2014 till 05/05/2015, and thus, it was clear that the DLA suffered from Uncontrolled Diabetes Mellitus prior to taking the Insurance. The membership form was signed on 11/11/2014 and the policy was issued on 18/11/2014 and it was evident that the DLA suppressed his past history of High Blood Sugar, Diabetes Mellitus disease. The DLA had deliberately and intentionally suppressed the material facts in the Good Health Declaration and obtained the Insurance cover fraudulently

The deceased Policyholder, in his Proposal Form of the subject policy, had not mentioned the history of High Blood Sugar and Hypertension in reply to questions related to personal health. The DLA had undergone the tests for Diabetes Mellitus on 12/04/2014 i.e. before the purchase of the policy. The Pathology Report dated 12/04/2014 of Shivam Pathology Lab., Himatnagar showed that the DLA was suffering from High Blood Sugar ++++ and sugar was found in Urine Analysis also. The Certificate issued by treating Dr.K.P.Patel, Ashis Hospital, Himatnagar, dated 12/09/2015 stated that the DLA was taking treatment for Diabetes, Hypertension from 14/08/2014 to 05/05/2015. The prescription of the treating doctor dated 14/08/2014 and 06/11/2014 guiding the DLA to consume medicines to control Diabetes Mellitus and Hypertension viz. Triglimisave (controls the Diabetes Mellitus) and Olmin-A

(used in treatment of increased Blood Pressure, Heart failure, Heart Attack, Diabetic Kidney Disease). The Insured in this case was aware about his diabetes mellitus and hypertension. The insurance was taken in Nov.2014 and the Life Assured died in August 2015. The insured was guilty of not disclosing correct information about the status of his health. Hence, the Insurer was within its rights to repudiate the Insurance Claim of his Nominee subsequent to death of life assured. The complaint fails to succeed.

In view of the facts and circumstances, the decision of the Respondent needs no intervention.

Mr. Ajabsinh C Parmar V/s Bajaj Allianz Life Insurance Co. Ltd.

Complaint No.AHD-L-006-1617-0322, 323,326& 328

Policy Nos. : 0121674437-0277252494, 0277379404, 0277377843, 0277381360

Date of Award: 28/11/2016

Shri Vakhatbhai Zalabhai Parmar, the DLA had purchased the subject policy from Bajaj Allianz Life Insurance Company Ltd under Master Policy No. 0121674437. He had purchased 4 policies, Total Sum Assured amounting to Rs. 11,50,000/- with equal amount of DAB for an annual premium of Rs.1,00,000/-. The DLA expired on 13/11/2013 (within 15 months and 18 days from the date of issuance of the policy), due to fall from Tree. The Respondent repudiated the claim stating that there was no sufficient income to purchase the policy, the DLA was a BPL Card Holder and the transaction was a wager contract.

The Complainant deposed that his uncle had approximately 10-15 acres of farm land, cattle and was earning income through farming (all of which he had acquired as ancestral property). His uncle had opened bank account and had provided voter ID card, Election card and BPL card at the time of opening the account. He said the 4 policies were taken and the premium for the same was deducted from his deceased Uncle's account. He died due to fall down from tree, he deposed that no police was called or any postmortem was done. His uncle was cremated in the village. He stated due to some road work, Government had taken their land and had paid some money. With the money received from the Government his uncle had taken the policy. In reply to another question on the exact date of death of his uncle he replied that he was not aware of the date but replied that his uncle had expired before three-four years.

The Representative had stated that the claim was rejected as the DLA had concealed the purchase of different Insurance policies. The representative stated that it was a bogus claim. The DLA never had a bank account with the banker. The account was opened with an intention to commit fraud upon the Insurer. The DLA and his brother listed in the ration card

were below poverty line as they held the BPL Card. It was found that they lived in shanty like thatched house. Someone else had deposited the amount of Rs. 1,00,000/- in the DLA's savings bank account. The average bank balance in the account was Rs.500/-. There was hardly any transaction in the bank account. Had the BPL status of the DLA been made known to the Company, it would have not considered the proposal. With the deposit of exact amount of the premium at the time of taking the policy, and with no other banking transaction except Depositing Rs.500/- for opening the saving bank account, it was evident that the very intention of the policy was to commit fraud upon the Insurer.

The DLA had purchased policies as under:

Sr. No.	Policy No./Membership No.	Sum Insured (Rs)	Premium (Rs)	D.O.C.
1.	0121674437/ 0277252494	2,50,000	10,000	28/07/2012
2.	0121674437/ 0277379404	2,50,000	25,000	28/07/2012
3.	0121674437/ 0277377843	2,50,000	25,000	28/07/2012
4.	0121674437/ 0277381360	4,00,000	40,000	28/07/2012

The DLA had purchased the four policies from the Respondent through Baroda Gujarat Gramin Bank on 28/07/2012. The premium paying term was for 5 years.

The DLA expired on 13/11/2013 due to fall from Tree. FIR, death certificate, Panchnama and postmortem reports were also submitted. Contrary to the claimant's statement during the hearing, that no panchnama or FIR or Postmortem was done. The Election ID card and the BPL card were given at the time of opening the bank account to the banker. It proved that the DLA lived a life below the poverty line and was not in a position to pay premium of the policy or maintain the policy. The Complainant was asked to submit the bank statement which he refused and stated that he did not have. No originals of Bank Pass Book, Election Card, and BPL Ration Card etc. were produced for verification. The Bank account was opened solely for the purpose of purchasing the policy. There was hardly any other transaction in the bank. The policy holder had an unnatural death within 16 months from the date of purchase of policy. The Forum noted that it has been receiving bogus death claims; like Insurance on dead person, premium being paid by third party, tampered death records etc. The Insurers have to be vigilant while booking the business and avoid selection of bad lives. The Companies need to have immediate random verification of the existence of the Life Assured. The Complainant made a deposition before the Forum that his uncle had expired before four years which dated to the year 2012 and not in the year 2013 as mentioned in the Death Certificate, Post Mortem, and Panchnama. It became proved that the complaint and claim were bogus and the documents were manufactured as it was evident from the

submission of the Complainant during the hearing where he had made contradictory statements and was not able to prove the source of income and his family's status. The Forum refused to entertain her false plea. In view of the facts and circumstances, the complaint fails to succeed.

In view of the facts and circumstances, the decision of the Respondent needs no intervention.

Mrs. Vandnaben M Garange V/S Birla Sun Life Insurance Co. Ltd.
COMPLAINTREF NO.: AHD-L-009-1617-0677
Policy No. : 006256570
Date of Award: 23/01/2017

The Complainant's son Late Shri Jitesh Garange, Aged 33 years was insured under the BSLI Protector Plan with date of commencement as 28/09/2013, issued by Birla Sun Life Insurance Company Ltd. The Life Assured died on 25/11/2014 due to Cardio Respiratory Failure due to acute viral fever. The nominee Mrs. Vandnaben had submitted a claim to the Insurance Company. The claim had been rejected stating that the DLA had suppressed the material facts like selling of illegal liquor and criminal record and had insurance policies with other Insurance Companies which he had not disclosed in the proposal form.

The complainant stated that the insurance company had given unfair reason for the repudiation of the claim that her son was involved in selling illegal liquor and had criminal records. DLA was a salesman of Nokia Mobile Company, and had income from business. The renewal premium was also paid. The complainant did not produce any proof relating to the mobile handset selling shop like address of the shop, license of the shop, bill/receipt book, mobile inventory book, sales tax paid receipt, Bank pass book, and bank account number etc. The DLA had submitted I.T. Returns for last two years with PAN Card at the time of proposal. In reply of a question whether the DLA had any Insurance Policy with any other Insurance Company, she replied in negative, and in reply to another question on the treatment of the DLA, stated that the DLA was not taken to any hospital for the treatment and the DLA was declared dead by his family member. No Post-mortem was done on the DLA's body.

As per Insurer, the claim was repudiated on the basis of their thorough investigation. It was established that the DLA was involved in selling of illegal liquor and had criminal records registered against him prior to the proposal for insurance. Selling of liquor was totally banned

in the state of Gujarat. The DLA expired on 25/11/2014 due to Cardio Respiratory Failure due to Acute Viral Fever. The duration was 1 year and 1 month since the date of issuance of the policy. The third party investigator M/s Originator Enterprise, after scrutiny and examination of the documents and facts found that life assured had suppressed the facts regarding actual nature of his profession and concealed that he was involved in the activity of selling illegal liquor and he was addicted to alcohol. It was also found that due to his involvement in selling of liquor, criminal case No. 5245/2010 dated 01/04/2010 was registered against him under Prohibition Act, under section 66 B and 65 E, at Kubernagar Police Station, Ahmedabad. The life assured had also suppressed that he was taking alcohol; hence there had been clear breach of one of the basic principle of life insurance contract i.e. Utmost Good Faith. Had the DLA's Criminal activities been stated in the proposal, LA would have been subjected to detailed underwriting procedure and the company would not have issued the policy. Through the evidence and information available with the company it was established that there had been a willful intent to deceive the company by not disclosing true facts about involvement in criminal activity which were material for the purpose of the issuance of policy. Income of life assured derived from criminal activity could not be taken into account for calculation of his risk of life, and then in such case, it can safely be presumed that LA was having no Income which can be taken into account for calculation of risk. Hence when there was no income, there was no Future Financial protection available as per underwriting norms.

Insurance Policies taken by the DLA with other Insurance Companies which were not disclosed in the proposal form for the policy. The policy details were as under:

Insu.Co.	Policy No.	DOC	SA(lac)	Premium	Dt.of Prop.	Remark
Reliance Life	51139166	13/08/2013	9.80	8816/-	05/08/2013	Pol. Cancelled by Insurer
Bajaj Allianz	307407246	----	9.00	2991/-	09/10/2013	D/c Repudiated
HDFC Life	16156345	----	13.89	11500/-	04/07/2013	D/c Repudiated

The complainant could not prove that the DLA was engaged in sales of mobile handset. From the copies of Proposal Forms of different Insurance Companies, it was found that the Life Assured had not given correct answers to "Details of Life Insurance policies held/proposals applied with Life Insurance Companies". He had proposed for Life Insurance with 3 different insurance companies in the same year, which was not disclosed in any proposal form. The complainant feigned ignorance about the rejection of her claim from other Insurers. From the foregoing the Forum concluded that there was suppression of material facts required for issuance of the subject policy. The complaint failed to succeed.

In view of the facts and circumstances, the Respondent's decision is upheld. The Complaint, thus, needs no intervention, hence, dismissed.

Mrs. Gomtiben J Prajapati V/S L.I.C. of India

COMPLAINT NO.: AHD-L-029-1617-0809

Policy No. : 855624231

Date of Award: 22/02/2017

The deceased life assured had purchased the subject policy from the Respondent for a sum assured of Rs.75,000 with the date of commencement as 28/10/2014. The insured expired on 20/08/2015. The Respondent repudiated the claim stating that the deceased life assured had suppressed the material fact viz. he was under the treatment for Lung and Heart disease prior to the date of proposal.

Late Ms. Jethabhai had purchased the subject policy from the Respondent on 28/10/2014. He expired on 20/08/2015 suddenly. He was only suffering from cold and fever. At the time of taking insurance, he was healthy and working in farm.

The Respondent had submitted that the deceased life assured had suppressed material facts while proposing for the subject policy, he was taking medical treatment for Lung and Heart disease prior to the date of proposal. This material fact was not mentioned in proposal form under Q.No.9 relating to health questions. As per copy of the prescription of J.J.Hospital, Tharad, and medical bills of Jay Medical Store it was established that life assured remained under treatment from 09/10/2014 to 12/02/2015 for COPD (Chronic Obstructive Pulmonary Disease) and heart disease. The life assured died due to fever and cold on 20/08/2015 at his residence after 1-month treatment at J.J.Hospital. Duration from Date of Commencement of Risk to Date of Death was only 9 months and 22 days. As per claim Form B/1 (Certificate of Treatment) it was found that the DLA had taken treatment on 03/01/2015 and from 24/07/2015 to 26/07/2015 for fever and was diagnosis as RA + COPD at J J Hospital Tharad. It showed that the deceased life assured was taking medical treatment before the date of proposal and this was not mentioned in proposal form.

The duration of the policy was for less than one year. The DLA had answered, question No. 9 related to personal health, in negative. As per medical papers its confirmed that the deceased life assured was taking treatment from 09/10/2014 to 12/02/2015, prior to the purchase of the subject policy. The deceased life assured had not mentioned his medical history in the proposal for the insurance. The medical papers proved the existence of the disease and the treatment he had undertaken during his lifetime. The non-disclosure of ill health / treatment

availed before the date of proposal amounted to suppression of material fact required for underwriting the proposal. The Insured in this case was guilty of not disclosing correct information about the status of his health. Hence, the Insurer was within its rights to repudiate the Insurance Claim of his Nominee subsequent to his death. In view of the aforesaid facts, the complainant failed to succeed.

Considering the submission of both the parties the decision of the Insurer needs no intervention. The complaint stands DISMISSED.

**Mr. Jayantilal L Nayi V/S HDFC Standard Life Insurance Co.Ltd.
COMPLAINT NO.: AHD-L-019-1617-0844
Policy No. 16632188
Date of Award: 20/03/2017**

Smt Shantaben Nayi, the DLA, had purchased a HDFC Life Super Saving Policy on 09/02/2014. The Life assured expired on 12/05/2015. The claim was repudiated stating suppression of information at the proposal stage.

Complainant's mother had, at the time of taking the policy had submitted the Ration Card, Birth Certificate and the Election card (as demanded by the agent of insurance company) and the date of birth was as per the documents submitted. The medical checkup and Laboratory Test were also done by the authorized person of the insurance company at proposal stage. His mother's age was 56 years, and she died suddenly due to severe chest pain. In reply to a question on the complainant's age, he replied that he was 48 years old. This reply surprised the Forum as the age difference between the mother and the son was 8 years only, which was not possible.

Respondent deposed that the claim was rejected due to wrong disclosure of age. As per their Investigation, the age of the DLA in the ration card was 72 years and as the same was not disclosed at the time of taking the policy, the claim was rejected. The representative of the Respondent stated that the birth certificates were issued in the year 2013. The Birth Certificate was probably issued on the declaration of the DLA or the family members.

The policy was issued on the basis of the Voter's ID card, Birth Certificate and Ration Card, which were submitted by the life assured at the time of taking the policy.

The Pan Card and the Voter's Identity Card are the documents issued by the Government of India which are more authentic and reliable. These two are accepted as proof of age for all Government transactions and documents. The Respondent had relied on one proof i.e. the Ration card which is not a prescribed document for proof of age at all. Hence the

Respondent's argument that there was falsification of age is devoid of merit. The Birth Certificate was issued in the year 2013, however the Election card was issued in the year 1994 and the policy was issued in the year 2014. and hence there cannot be any allegation of malafide on the part of the Insured. The Respondent has failed to investigate further in the matter and based on a single document i.e. the Ration card, rejection of claim was not tenable. In view of the facts and circumstances, the Complaint is entitled for the benefit of doubt.

As the Respondent failed to establish suppression of age with cogent reasons for the repudiation of the claim, the Respondent is hereby directed to settle the claim of the Complainant.

Mr. Allauddin I Parmar V/S HDFC Standard Life Insurance Co.Ltd.

COMPLAINT NO.: AHD-L-019-1617-0785 & 786

Policy Nos. 18082158, 18102992

Date of Award: 20/03/2017

The complainant Mr.Allauddin had proposed a policy on 19/12/2015 on the life of his Daughter Mrs.Reshmabanu, aged 25 years from HDFC Standard Life Insurance Co. Ltd. The Life Assured expired on 19/12/2015. The Respondent had repudiated the claim stating that the requirement for issuance of the policy was completed after the death of the life to be assured under her purported signature.

Complainant had proposed a policy on the life of his daughter. After some time he had received a letter from the insurance company calling for Form No. 60 from the life to be assured. The duly completed and signed Form No.60 dated 28/12/2015 was submitted to the Insurance Company. On 19/12/2015, evening, Life assured was playing with her children at the residence of her neighbor, she suddenly fell down. She died on the way to the hospital. The Post Mortem was carried out and FIR was lodged with the police. As per Forensic Science Laboratory (FSL) report dated 06/03/2016 poison was not detected in viscera and the cause of death was Cardio Respiratory Arrest due to severe anemia.

As per the claim was rejected as they had raised further requirement, and before receipt of the requirement, the life assured expired. The requirement Form No.60 purportedly signed by her on 28/12/2015 was submitted to the company. It was pertinent to note that at the time of death the proposal was not underwritten and the policy was not issued. Hence the claim was not payable. The company had received intimation on the clearance of the cheque on 28/12/2015. The proposal was underwritten and the policy was issued on 29/12/2015 on the

dead person (who had died on 19/12/2015). The complainant had not informed about the death of his daughter even on the date of submission of Form No.60 to the company.

The Addendum to Electronic Proposal Form was signed by the Proposer and Life Assured on 19/12/2015 at Gondal, and the same was received on 21/12/2015 at Aligarh Branch Code 134 of Insurance Company. The KYC Addendum was also signed by Proposer and Life Assured on 19/12/2015 at Gondal. The requirement Form No.60 was concoctedly signed by DLA on 28/12/2015 at Rajkot, i.e. after the date of death. The cheque was realized on 23/12/2015, i.e. after the date of death. An attempt to deceive the insurer of the policy money was evident and stood proved. In view of the facts and circumstances, the complaint was dismissed.

In view of the facts and circumstances, the Respondent's decision is upheld. The Respondent is directed to refund the premium collected under the policy to the complainant.

Mrs. Reshma Begwani V/s L.I.C. of India

COMPLAINT NO.: AHD-L-029-1617-0897

Policy No. 503922633

Date of Award: 22/03/2017

The deceased life assured Mr. Rajendrakumar, aged 50 years had purchased the subject policy from the Respondent for a sum assured of Rs.2,00,000/- with the date of commencement as 15/09/2013. The deceased life assured expired on 08/04/2015. The Respondent repudiated the claim stating that the deceased life assured had suppressed the material fact viz. he was taking treatment for Interstitial Lung Disease (ILD) and Hypertension prior to the date of proposal.

The subject policy was issued on 15/09/2013. The life assured expired on 08/04/2015. The Life assured died suddenly. At the time of taking insurance, he was healthy. The disease was detected at the end January 2014 only. Complainant did not agree with the reason of repudiation that her husband had medical treatment for Interstitial Lung Disease and Hypertension prior to the date of proposal.

The Respondent had stated that the life assured was taking medical treatment for Interstitial Lung Disease and Hypertension prior to the date of proposal for the policy, which was not mentioned in proposal form under Q.No.11 relating to health questions. As per Discharge summary of St. Stephen's Hospital, Delhi wherein it was stated that the life assured was

admitted on 29/12/2014, discharged on 01/01/2015, and was diagnosed with ILD with Acute Exacerbation with LTOT. The another discharge summary of S R Kalla Memorial Gastro & General Hospital, Jaipur wherein it was stated that the life assured was admitted to the hospital on 04/04/2015 and discharged on 07/04/2015 (Left against Medical Advise) and diagnosed with K/C/O ILD with Septicemia with type II Respiratory failure (On Mechanical Ventilation). Past history was also mentioned as k/c/o ILD with HTN on treatment, Patient was already Bedridden from last 6 months due to Dyspnea at Minimal Exertion.As pera letter issued by Manglam Hospital, Ladnun wherein it was stated that the patient was presented in a very critical condition, despite all efforts, the patient could not survive and died, Cause of Death : Cardio Respiratory Arrest and died on 08/04/2015 at 2.46 am.

The respondent had not produced any proof of treatment/illness of life assured, which fell prior to the proposal (September 2013).

As per repudiation letter, the deceased Policyholder, in his Proposal Form dated 10/09/2013 of the subject policy, had answered, question No. 11 related to personal health, in negative. All the treatment papers, fell after the taking the insurance policy. The respondent had not produced any proof of treatment/illness of life assured, which fell prior to the proposal. In view of the aforesaid facts, the complainant is admitted.

In view of the aforesaid facts, the complaint is admitted and the Respondent is directed to settle the Death Claim.

**Ms.Sunitaben H Pandya V/s Bajaj Allianz Life Insurance Co. Ltd.
Complaint Ref. No. : AHD-L-006-1617-1018& 1028
Policy Nos. 0329188820 & 0328958470
Date of Award : 13/04/2017**

The deceased life assured had purchased the subject policy from the Respondent for a sum assured of Rs.3,00,000/- with the date of commencement of Insurance cover as 28/06/2016. The life assured expired on 04/08/2016 due to Cardio Pulmonary Arrest. The Respondent repudiated the claim stating that the deceased life assured had suppressed material fact as he was suffering from GERD and Liver disease and had taken treatment for the same prior to the date of purchase of the policy.

The Complainant submitted that the respondent had repudiated her claim stating that Late Mr. Hardik was suffering from GERD (gastro esophageal reflux disease) and had history of small left renal calculus, fatty infiltration of liver and pancreas, prior to the proposal date i.e. 24/06/2016. She had considered above disease as minor diseases, hence not mentioned in the proposal form. The said disease and cause of death has no nexus.

She had made an appeal to higher office of the respondent stating that her son was under Psychiatrist treatment since last sixteen years. (i.e. since the year 2000). His son was also under physical treatment since last three years. His son had taken approximately twenty-five ECT treatment till his death and lastly admitted on 26/07/2016 to 04/08/2016 at Dr.Gautam Amin's hospital. Death of his son was not a fraud.

In reply to a question, whether DLA had any income, she replied in negative and said that the premium had been deposited by her.

The Respondent had submitted that the DLA had suppressed material facts while proposing for the subject policy. The deceased life assured had not mentioned any past / existing ailment or disease in the reply of Q.No.22 relating to Medical Questionnaire of Proposal Form. As per a copy of report dated.09/02/2015 issued by Dr. Chirayu M Chokshi, Gastroenterology & Endoscopy Centre, Liver & Pancreas Clinic, Vadodra, wherein it was mentioned in Comment column that "Upper G I Endoscopy showed GERD (gastro esophageal reflux disease)". As per Abdomen Sonogram Report dated 01/09/2015 issued by Dr.Tiwari's Advanced Diagnostic Centre, wherein against impression it was mentioned that Small left renal calculus, fatty infiltration of liver and pancreas. These both reports fall prior to the date of proposal. This fact was deliberately and fraudulently suppressed in proposal form dated 24/06/2016, with an intention to deceive the insurer and induce the insurer to issue the policy, resulting into fraud (active concealment of a fact by the insured having knowledge or belief of the fact).

A Discharge Card of Narhari Hospital, Vadodra wherein it was mentioned that the insured was admitted to the hospital on 02/09/2015 and discharged on 03/09/2015 and was diagnosed with GERD (Cardiac End of stomach is retroverted). The policy was obtained by suppressing material facts. The life of DLA was not insurable.

The deceased Policyholder, in his Proposal Form of the subject policy, had not mentioned the history of GERD and liver diseases in reply to questions related to personal health. The DLA had undergone the tests for Abdomen and lever in September 2015. i.e. before the purchase of the policy.The Insured in this case was aware about his diseases. The insurance was taken on 24th June 2016 and the Life Assured died on 4th August 2016 (i.e. 41 days from DOC). The insured was guilty of not disclosing correct information about the status of his health. Hence, the Insurer was within its rights to repudiate the Insurance Claim of his Nominee subsequent to death of life assured.The complainant's statement that they had treated the said diseases as minor disease, hence, not mentioned in proposal form was not acceptable.Complainant had stated that DLA had no income, and she had paid the

premium, hence there was no Insurable Interest of DLA in the impugned policy. The complaint fails to succeed

In view of the facts and circumstances, the decision of the Respondent upheld subject to payment of the difference between premium & fund value to the complainant.

**In the matter of
Mrs. Padmaben B Shah
Vs.
Life Insurance Corporation of India**

Complaint ref No. AHD-L-029-1617-0422

**Date of Award: 22.09.2016
Policy Nos. 819319159 and 819306856**

Late (Mr) Ashishbhai Bipin shah, the DLA, had purchased two Life Insurance policies during his life time on 24.11.2011 and 28.06.2012. The DLA expired on 22.11.2014. The cause of death was Cardiorespiratory arrest + Metabolic Encephalopathy + Renal failure + Diabetic Ketoacidosis + Septicemia . The Respondent had repudiated the claim on the basis of non-disclosure of Diabetes. Aggrieved by their decision, the Complainant represented to the Company and not receiving any favorable decision she had approached the Forum. Based on oral submissions of the parties, read along with documents on record it was seen that the Respondent had relied on History sheet dated 23.02.2012 where it was noted in the column of past history that the DLA was a known case of DM since 3 years and on treatment. Policies were taken by the DLA on 24.11.2011 and 28.06.2012. The date of death was 22.11.2014, date of filing the claim was 28.05.2015, date of repudiation was 24.08.2015. These policies have been called in question on 24.08.2015 after amendment in section 45 of the Insurance Act, 1938 which is effective from 26.12.2014. Since the death claim under policy nos. 819319159 and 819306856 have been repudiated after 3 years from the date of policy after 26.12.2014. Hence it is not according to the law.

(i) The Repudiation Order is set aside and the Complainant is entitled for relief of Rs. 62,500 and Rs.75000.

**In the matter of
Mr. Jaykumar Maherchandani
Vs Star Union Dai-ichi-Life Ins. Co. Ltd.**

Complaint Ref No. AHD-L-045-1617-0392

**Date of Award: 21.09.2016
Policy No: GT001014**

Smt. Kavita Govindram Maherchandani, the DLA had purchased a Star Union Dia-Ichi's Group Term Insurance Scheme on 16.02.2015 under Master Policy No. GT001014 through Bank of India, Bandra (E). The DLA had expired on 01.01.2016 due to Swine Flu. When a claim was filed by the Complainant, who is the nominee under the policy, the Respondent vide their letter dated 22.02.2016 repudiated the claim on the grounds of suppression of material information. They refunded the premium of Rs. 6,370.83 paid by the DLA. Aggrieved by their decision, the Complainant represented to the Company and not receiving any favorable decision he had approached the Forum. Based on oral submissions of the parties, read along with documents on record it is observed that the department of Microbiology BJ Medical College, Ahmedabad vide their test report dated 29.12.2015 has confirmed that the Test Result was positive of H1N1 (Novel) Swine Flu virus. The cause of death of the Complainant was due to Swine Flu which was not disputed by the Respondent. The Respondent had issued Insurance to 52 years female without any medical examination. The health and personal declaration was signed wherein it was declared that she was in good health and free from disease of disability or symptoms thereof (relating to condition other than to minor impairments such as colds or flu). I have never had a heart condition, a stroke, paralysis cancer, kidney failure, liver failure, mental illness, HIV infection or AIDS..."The Insured had an attack of paralysis on 02.12.2014 which was not disputed. This health declaration was material fact. It is to be noted that the Insurance contracts are contracts of 'Uberrima Fides' i.e. Utmost good faith and every fact of material must be disclosed, otherwise, there is a good ground for rescission of the Contract. The duty to disclose material facts has been violated in this case by the DLA while proposing for insurance. When information on a specific aspect is asked for in the Proposal form, the Life Assured is under a solemn obligation to make a true and full disclosure of the information on the subject which is well within his or her knowledge. The available evidences with the Respondent categorically prove that the Proposer at the time of making the statement had suppressed facts about her health.

In view of the facts and circumstances, the decision of the Respondent needs no intervention.

In the matter of

Ms. Sonal Sandip Patel

V/s

Respondent: Aegon Life Insurance Company Ltd.

Complaint No. AHD-L-001-1617-0277

Date of Award: 26.10.2016

Policy No: 150314355616

The Complainant had stated that she was duped to purchase the policy from Aegon Life Insurance Company Ltd. She had received a call from Delhi informing her that the Government had credited nearly Rs. 5 to 10 lakhs with different companies like PWD, Railways, R&B, DLF, DMRC etc and that amount would be disbursed by way of loan and bonus to her after two to three months for which she had to take a policy from the private insurer. When she did not receive any amount she enquired with the local branch Office of the Respondent. She was informed that the Company did not offer any loan or bonus. She felt cheated and approached the Company for cancellation of the policy. The Company refused to cancel the policy and refund the premium as the free look period had elapsed by

then. She thus approached the Forum for justice. Based on the submission of the parties and the material made available to this Forum, the following points emerged that the Respondent had procured the policy through the Intermediary, AB Insurance Brokers Pvt. Ltd. The Respondent had not produced a voice copy of the tele conversation between the Complainant & Intermediary. (Canvassing Call and Verification Call). The Respondent had violated the provisions of the Protection of Policy-holder's Interests Regulations, 2002, & Guidelines on Distance Marketing of Insurance Products issued by IRDAI issued on 05.04.2011.

The complaint is allowed on its merits for Rs.99999

In the matter of

Ms. Sonal Sandip Patel

V/s

Future Generali India Life Insurance Company Ltd.

Complaint No. AHD-L-017-1617-0461

Date of Award: 07.12.2016

Policy No: 01247396

The Complainant had stated that she was duped to purchase the policy from Future Generali Life Insurance Company Ltd. She had received a call from Delhi informing her that the Government had credited nearly Rs. 5 to 10 lakhs with different companies like PWD, Railways, R&B, DLF, DMRC etc and that amount would be disbursed by way of loan and bonus to her after two to three months for which she had to take a policy from the private insurer. When she did not receive any amount she enquired with the local branch Office of the Respondent. She was informed that the Company did not offer any loan or bonus. She felt cheated and approached the Company for cancellation of the policy. The Company refused to cancel the policy and refund the premium as the free look period had elapsed by then. She then had approached the Forum for justice. Based on the submission of the parties and the material made available to this Forum, the following points emerged which were pertinent to decide the case. The Respondent had procured the policy through the Intermediary, AB Insurance Brokers Pvt. Ltd. Mr. Zahir Sheikh, Sales Manager and Mr. Jena Sharma of the Insurer had gone to the complainant's residence and explained the policy in detail at the time of finalizing the proposal. The Complainant confirmed that she had received the policy document. The contention of the complainant that she was unable to continue the policy due to financial constraints was not acceptable. The policy was accepted by her after the Pre-issuance verification call and after due explanation by the authorized persons at her residence. The policy document was received by the Complainant on 25.02.2015 and had approached the company for cancellation on 11.04.2016 after one year which was beyond the free look in period. The Complainant had not approached the Company within the stipulated free look period of 15 days and also could not substantiate the charges of misselling. In view of the above, I find no reason to interfere with the decision of the Respondent. Accordingly, the complaint filed by the Complainant is dismissed.

In the matter of Mr. Hemant G Patel
Vs
Respondent - Canara HSBC OBC Life Insurance Co. Ltd.
Complaint No. AHD-L-10-1617-0376

Date of Award:26.10.2016
Policy No: GL000001-0153400

Shri Gulabbhai N Patel, the DLA had purchased a Canara HSBC Oriental Bank of Commerce Life Group Loan Protection Plan policy on 08.02.2010 through Canara Bank. The DLA expired on 07.02.2015. When the claim was filed by the Nominee, the Respondent had rejected the claim under clause 3 (ii) of the terms and conditions of the captioned policy. Aggrieved by their decision he had approached the Forum for settlement of his claim.

Based on oral submissions of the parties, read along with documents on record it was seen that The policy was taken by Late Shri Gulabbhai N Patel on 08.02.2010 with a single premium of Rs. 28,057 for a sum assured of Rs. 8,34,000/- for a period of 5 years with cover end date 07.02.2015. The Insured expired on 09.06.2015 after the expiry of the policy term. The Respondent was cautioned that as per the Policy Holders Protection Act, it was the duty of the Respondent to have informed about the expiry of the policy and termination of the Insurance cover on the Insured member attaining the age of 66 years as per clause 3 (i) of the policy terms where the maximum age of the Insured member shall not exceed 65 years. As per condition 3 (ii) the policy got terminated on reaching the cover end date and hence in view of the foregoing proved facts, the complaint fails to succeed.

In the matter of
Shri Govindram M Prajapati
Vs.
SBI Life Insurance Co. Ltd.
Complaint Ref No. AHD-L-041-1617-0345

Date of Award: 26.10.2016
Policy No: 1E001278610

The Complainant had purchased a policy from the Respondent in the year 2014. When he did not receive the policy bond, he approached the Company for cancellation of the policy. He was asked to approach the Branch of the Respondent. He had approached the Branch but he did not get proper service or any forms to cancel the policy. Aggrieved by the attitude of the

Respondent, he had approached the Forum for cancellation of the policy. It was noted from the papers submitted to the Forum that: the policy was purchased in the year 2014 and request for cancellation of the policy was made in the year 2016. However, the Complainant till date had not received the policy bond. The Respondent stated that they had dispatched the policy vide speed post No. EA112743808IN on 22.09.2014 and the policy was not returned back. However, no proof of the acknowledgement of the receipt of the policy bond was submitted by the Representative of the Respondent.

In view of the facts and circumstances, the Complaint is admitted for Rs.49,927/- .

In the matter of

Shri Mahesh M Patel

Vs.

DHFL Pramerica Life Insurance Co. Ltd.

Complaint Ref No. AHD-L-013-1617-0366

Date of Award:07.12.2016

Policy No: 000264706

The Complainant Shri Mahesh Patel had informed that he had been misguided to purchase the subject policy. His complaint to the Respondent for cancellation of the policy and refund of the premium was rejected by them. He had approached the Forum for redressal of his grievance.

It was noted from the papers submitted to the Forum that following policies were issued to the Complainant. The policy was issued on 13.09.2013. The business was procured through Landmark Insurance Broker, Jaipur. The Complainant resided in Vadodara. The Complainant had complained to the Respondent on 06.01.2014 about the mis-guided sale of the subject policy and was rejected by the Company vide their letter dated 03.02.2014. The Complainant had not pursued the matter within one year after the rejection of his request in the year 2014. He had lodged the complaint with the Forum after 2 years from the date of rejection of the complaint to the Company. The Complainant had made a wrong statement before the Forum in writing vide his Form (Annexure VI-A) dated 29.06.2016 that "more than one year had not passed since rejection of his complaint at the hands of the Company".

1. In view of the facts at (4) & (5) above, the complaint fails to succeed.

In the matter of

Ms. Sonal Sandip Patel

V/s

Aegon Life Insurance Company Ltd.

Complaint No. AHD-L-001-1617-0277

Date of Award:14.12.2016

Policy No: 150314355616

The Complainant had stated that she was duped to purchase the policy from Aegon Life Insurance Company Ltd. She had received a call from Delhi informing her that the Government had credited nearly Rs. 5 to 10 lakhs with different companies like PWD, Railways, R&B, DLF, DMRC etc and that the amount would be disbursed by way of loan and bonus to her after two to three months for which she had to take a policy from the private insurer. When she did not receive any amount she enquired with the local branch Office of the Respondent. She was informed that the Company did not offer any loan or bonus. She felt cheated and approached the Company for cancellation of the policy. The Company refused to cancel the policy and refund the premium as the free look period had elapsed by then. She thus approached the Forum for justice. It was seen that the Respondent had procured the policy through the Intermediary, AB Insurance Brokers Pvt. Ltd. The Respondent had not produced the voice copy of the tele conversation between the Complainant & Intermediary.(Canvassing Call and Verification Call).The Respondent had violated the provisions of the Protection of Policy-holder's Interests Regulations, 2002, & Guidelines on Distance Marketing of Insurance Products issued by IRDAI issued on 05.04.2011.

The complaint is admitted on its merits and an amount of Rs 99999 is refunded.

In the matter

Mr. Ramesh Vaidya

Vs

Future Generali Life Insurance Co. Ltd.

Complaint Ref No.AHD-L-017-1617-0534

Date of Award:23.12.2016

Policy No: 00391826

Shri Ramesh Vaidya had purchased a Unit Link Pension Plan from Future Generali Life Insurance Company Ltd on 05.03.2010 for a premium of Rs. 50,002 for a premium paying period of 6 years .The policy matured on 05.03.2016. The Respondent had sent the annuity option form to enable the Insured to exercise the option before the vesting date. But the Complainant had visited the Office on 10.03.2016 after the vesting date for the option available under the policy. He was informed that as the Respondent had re-invested the amount in pension plan, he would not get the commuted value or the maturity value. Since the

Complainant was in need of money to fulfill his medical expenses, he requested the Respondent vide mail dated 07.05.2016 to return the whole premium amount paid. After numerous correspondences, the Respondent on 20.08.2016, asked the Complainant to surrender the policy. They had also sent the fund value statement. When the Respondent paid only Rs. 3,00,012 on 19.09.2016 as against the fund value of Rs. 4,29,109/- he approached the company and on not receiving any favorable decision he had approached the Forum.

- a) The Complainant had taken Future Generali Pension Advantage Plus Plan for a period of 6 years with a premium of Rs. 50,002/- p.a.. The Maturity date of the policy was 05.03.2016. The Respondent had sent the option form well in advance and there was no dispute on the same by the Complainant.
- b) The Complainant had approached the Respondent on 11.03.2016 i.e. post vesting date i.e 05.03.2016, hence the Respondent had rejected the complainant's option for Maturity Value. The Surrender value option was not available to him as the vesting date had already lapsed. The maturity benefit was available in the 6th year as per illustration table of the policy. As per the statement as on 05.03.2016 the calculated fund value is as is Rs.3,73,707.25. The annuity vesting date/maturity dated was 05.03.2016 . As claimed by the Complainant he had awaited the visit of the representative of the Insurer. Considering the Complainant's age and illhealth and that he had visited the Respondent's Office on 11.03.2016, there was no reason not to believe the Insurer had his interest in obtaining the Fund Value available on the date of vesting of the Annuity. The Fund Value available under the policy as on 05.03.2016 is Rs.3,73,707.25 the amount paid by the Respondent was Rs. 3,00012/-. Hence the difference of the fund value Rs.73,695.25 becomes payable.
In view of the above the facts the complaint is accepted for Rs.73,695.25

Complainant: - Mr. Yashodhar C Bhatt V/s Birla Sun Life Insurance Company Ltd.

Complaint No. AHD-L-009-1617-0604

Date of Award: 22.12.2016

Policy No: 006684688

The Complainant had stated that he was duped to purchase the policy from Birla Sun Life Insurance Company Ltd. He had received a call from A.B. Insurance Broker informing him that under this plan he was entitled for 80% bonus and within 90 days the same would be credited to his bank account. He had submitted all the documents in the month of January, 2015 and he had received the policy in the month of April, 2015. When he did not receive any bonus he had approached the local branch Office of the Respondent. He was informed that the Company had not offered any loan or bonus. He felt cheated and approached the Company for cancellation of the policy. The Company refused to cancel the policy and refund the premium as the free look period had elapsed by then. He thus approached the Forum for justice. It is noted that the Respondent had procured the policy through the Intermediary, AB Insurance Brokers Pvt. Ltd. The Insurer, in reply to the Complainant's grievance letter, had stated that the Insured's proposal was processed & converted into policy which was delivered to the Insured in time. The Respondent had not produced a voice copy of the tele conversation between the Complainant & Intermediary. The Respondent had violated the provisions of the Protection of Policy-holder's Interests Regulations, 2002, & Guidelines on Distance Marketing of Insurance Products issued by IRDAI.

The complaint is allowed on its merits. The Respondent is directed to settle the claim for Rs. 50,000/-

In the matter of

Mr. Umed H Khan

V/s

Future Generali Life Insurance Company Ltd.

Complaint No. AHD-L-017-1617-0649

Date of Award:22.12.2016

Policy No: 01293956

The Complainant had stated that the Branch Manager of Future Generali Life Insurance Company Ltd had wrongly invested the Complainant's money in purchasing the policies. The Branch Manager had used a different agency code and duped him. He said he was working as an advisor in the Company. He said the date of commencement of the policy was 31.03.2016 but he had received the policy on 12.08.2016 and as soon as he had received the policy document, he had applied for cancellation of the policy. The Company refused to cancel the policy and refund the premium. He thus approached the Forum for justice. The Complainant had received the policy on 12.08.2016 and had applied for cancellation immediately to the Respondent. Proof of dispatch and acknowledgement by the Insured was not submitted by the Respondent. In absence of the evidences the Respondent was advised to cancel the policy and refund the premium amount. In view of the above complainant is entitled for relief for Rs.3,60,550/-.

In the matter of

Mr. Nilesh Kantilal Patel

V/s

Life Insurance Corporation of India

Complaint No. AHD-L-029-1617-0704

Date of Award:23.12.2016

Policy No: 860301499

The Complainant had purchased a New Jeevan Dhara Plan from the Life Insurance Corporation of India on 23.06.2001 for a deferment period of 15 years. The date of vesting of Annuity was 23.06.2016. The Complainant had signed the forms and submitted the same to LIC on 02.06.2016 for getting the NCO of Rs.4,35,572/=. He was shocked to receive an amount of Rs. 373685 instead of Rs.435572 as mentioned on the policy document, which was lesser by Rs. 61887/-. On approaching the Respondent, he was informed that he had signed the form for surrender of the policy instead form for notional cash option. He represented to the Company for payment of notional cash option but the same was rejected by the Respondent

stating that once the policy was cancelled the same could not be reinstated. Aggrieved by their decision he approached the Forum for settlement of his claim. Based on the submission of the parties and the material made available to this Forum, the following points emerged which were pertinent to decide the case. The Complainant had signed the blank form before the maturity date. The complainant was not informed about the surrender value. The amount was directly credited to his bank account. No surrender quotation was provided to the Complainant and he was not informed that on surrender of the policy he would be losing a sum of Rs. 61,887/- .No prudent person will surrender a policy just before 15 days of maturity which would incur the loss of Rs.61,887/=.In view of the above, the complainant is entitled for balance amount of Rs. 61,887/-

In the matter of

Mr.Manishkumar R Raval

Vs.

HDFC Standard Life Insurance Co. Ltd

Complaint Ref No. AHD-L-019-1617-0904

Date of Award:21.03.2017

Policy No: 18334869

Mr. Ramanbhai Mafatlal Raval, the DLA, was issued with a HDFC SL Pro Growth –Flexi policy No. 18334869 by HDFC Life Insurance Company Ltd on 28.03.2016. The DLA expired on 06.08.2016. Contesting that Mr. Ramanbhai M Raval had died prior to the date of proposal, the Respondent had repudiated the claim. Aggrieved by the decision, the Complainant had approached the Forum for redressal of his grievance. Based on oral submissions of the Respondent and the Complainant the following points emerged which were pertinent to decide the case. The Proposal was filled on-line and no signatures were found on the proposal form. The said policy was issued through Corporate Agent i.e. HDFC Bank without any medical examination. The DLA was said to have a Savings Bank Account with the Banker till his date of death. There were two death certificates of the Life Assured stating the date of death as 10.12.2014 and 06.08.2016. The '2014' death certificate, submitted by the Respondent was obtained from the policy docket of the Reliance Life Insurance Company Ltd. The DLA was the Insured in the Reliance Life Insurance Policy. The photograph, name of the Life Assured, Name of the nominee was the same as in the subject policy. The death claim on the death of the DLA had been settled by the Reliance Life Insurance Company Limited in the year 2014. The death certificates were issued by the Government Authorities. The Complainant had been involving in activities which were highly questionable. The Complainant had filed a complaint before the CDRF, Mehsana against the Respondent in another Life Insurance Policy of the DLA involving Rs. 25 lakh. From the details of the Reliance Life Insurance it was found that the DLA had taken the policy from Reliance for Sum Assured of Rs. 1,30,000/- .The DLA's photographs was found on the proposal form of the Reliance Life Insurance Company Limited. The complainant's contention during the hearing that there was no other policy from any other Insurance Company was proved wrong. The Complainant had made a false statement before the Forum. The Reliance had settled the death claim of the DLA where the nominee was the Complainant himself. An account with HDFC Bank was opened on 21.03.2016. The Payment of

premium of Rs. 25000 toward policy no. 18334869 was done through cheque from the HDFC bank account on 22.03.2016. An amount of Rs.75,000/- through Demand Draft drawn in favour of Allahabad bank towards the payment of premium under policy no.18297992 was done on 18.03.2016. The entry for the same was not available in the Bank Pass book. The DLA's proposal with Shri Ram Life was cancelled at the NB stage and the amount was refunded to the DLA. The practice of funding third party policies were against the insurable interest and amounted to money laundering. In view of two death certificates showing two different dates of death, settlement done by the Reliance Life Insurance Company Ltd on the basis of death certificate dated 10.12.2014 (where the Complainant was the nominee) and his indulgence in paying premium for 3rd parties, this Forum is of the opinion that the complainant has attempted to defraud the Insurer. The Respondent had already refunded the fund-value amounting to Rs.24,500/-under this policy.

In view of the facts and circumstances, the complaint is dismissed

In the matter of

Mrs. Savitriben Bhupendrakumar Mahuvagara

Vs

LIC of India

Complaint Ref No.AHD-L-29-1617-0871

Date of Award:23.02.2017

Policy No: 864659423

The Complainant had purchased Jeevan Arogya Policy on 13.01.2012. The complainant was hospitalized at Shreeji Eye Hospital on 05.01.2016 for left eye cataract operation and on 16.02.2016 for right eye cataract operation. The Respondent rejected the claim citing the reason that the hospital where he was treated had less than 10 beds and also invoked hypertension as pre-existing disease. Aggrieved by the decision, she had represented to the higher office of the Respondent. Dissatisfied with it she had approached the Forum for relief. In the subject complaint the Insured had undergone cataract surgery of left eye on 05.01.2015 and right eye on 16.02.2016. From the hospital treatment form the number of beds mentioned was 4. The Respondent had launched a new Jeevan Arogya (Table 904) where the criteria. The policy was not a reimbursement policy it was a defined benefit policy. Moreover, cataract has no relation with HTN, the pre-existing disease. The PED exclusion is not applicable. The Respondent has also not taken PED as one of the grounds for repudiation. The claim has been repudiated on the ground that hospital had only four beds. The initial daily benefit was Rs.2000/- per day. In the subject year the daily benefit would be enhanced by 20% (@5% for each year). The Day Care Procedure Benefit was 5 times the daily benefit. The date of commencement of the policy was 13.01.2012. The first surgery done on 05.01.2016 was in the 3rd year and the second surgery done on 16.02.2016 was in the 4th year. In view of the facts and circumstances denying the claim by the Respondent was not in order.

The Complainant is entitled for relief of Rs,23,500/-

**In the matter of
Mr. Bhavesh C Patel**

Vs
Max Life Insurance Company Ltd

Complaint Ref No.AHD-L-032-1617-0836

Date of Award: 23.02.2017

Policy No. 35000199

Shri Piyush Chandubhai Patel, the DLA had purchased a Max Life Group Credit Life Secure Plan on 14.10.2014 from Max Life Insurance Company Ltd. The DLA expired on 08.07.2016 due to cardiac arrest. The underlying cause of death was chronic kidney disease. When the claim was filed by the Nominee, the Respondent had repudiated the claim on the basis of non-disclosure of the DLA's health in the proposal form. Aggrieved by their decision he had approached the Forum for settlement of his claim. The policy was taken on 14.10.2014 with a single premium of Rs. 38373/-. The policy was issued to secure loan and no medical examination was done. The Life Assured expired on 08.07.2016 within 1 year and 8 months of the issuance of the policy. The Complainant had not disputed that his brother had undergone kidney transplantation in the year 1998 and 2002. He said that he was taking medicines and was feeling normal. Thus the existence of the disease before the date of proposal was not disputed. The questions relating to health position with Serial No. 1 and 2 in the Health Declaration form were answered in negative. The Attending Physician has stated in his statement that the cause of death was cardiac arrest and the underlying cause of death was chronic kidney disease. It was also mentioned that he had consulted for the first time on 14.04.1998. The medical papers of Institute of Kidney diseases and research centre also confirmed that the DLA was suffering from Kidney disease and was under medication since 1998 for Kidney disease. The non-disclosure part was relevant. The Respondent had refunded an amount of Rs.34,151.88, after deduction of service tax, to the Complainant.

In view of the foregoing proved facts, the complaint fails to succeed.

In the matter of

Mr. Santosh E Chonkar

V/s

Future Generali India Life Insurance Company Ltd.

Complaint No. AHD-L-017-1617-0936

Date of Award: 23.02.2017

Policy No. 01259559

The Complainant had stated that he was duped to purchase the policy from Future Generali Life Insurance Company Ltd. He had received a call from Delhi informing him that he had to take a policy for Rs. 99999 and had to pay premium every year. On receipt of the premium he would be eligible for a loan of Rs. 10 lakhs and would also get a commission on this which would be directly credited to his account. On receipt of the policy, when he did not receive any loan amount as promised, he enquired with the local Branch Office of the

Respondent. He was informed that the Company did not offer any loan or bonus. He felt cheated and approached the Company for cancellation of the policy. The Company refused to cancel the policy and refund the premium as the free look period had elapsed by then. He then had approached the Forum for justice.

Based on the submission of the parties and the material made available to this Forum, the following points emerged which were pertinent to decide the case. The Respondent had procured the policy through the Intermediary, Catalyst Insurance Brokers Pvt. Ltd. The Complainant confirmed that he had received the policy document. He was assured of a loan which he had not received. The policy issued to him was without loan. The policy document was received by the Complainant in the month of June, 2016. The Respondent had not produced a voice copy of the first conversation made between the Complainant & the tele caller. The Respondent had violated the provisions of the protection of policy holder's interest Regulations 2002, & Guidelines on Distance Marketing of Insurance Products issued by IRDAI.

The complaint is admitted on its merits. The Respondent is directed to cancel the policy and refund the premium of Rs. 99999/- to the Complainant.

In the matter of

Mr. Vinodkumar M Patel

V/s

Future Generali India Life Insurance Company Ltd.

Complaint No. AHD-L-017-1617-0990

Date of Award: 23.03.2017

Policy No. 01306117

The Complainant had stated that his friend Mr. Amrutlal M Prajapati had approached him to purchase a policy from Future Generali Life Insurance Company Ltd. His friend had received a call from one Mr. Rohit Sharma informing him that he was the HOD of IRDAI and 28 companies. He was asked to purchase a policy to get the benefit of Rs. 16 lakhs from the Government. In this way his friend had purchased 11 policies in different person's name. Thus he purchased this policy on 22.07.2016. He was assured that he could opt for cancellation of the policy anytime and the amount would be refunded to him. On receipt of the policy, he felt cheated and approached the Company for cancellation of the policy. The Company refused to cancel the policy and refund the premium as the free look period had elapsed by then. He then had approached the Forum for justice. Based on the submission of the parties and the material made available to this Forum, it is seen that the Respondent had procured the policy through the Intermediary, Smc Insurance Brokers Pvt. Ltd. The Complainant confirmed that he had received the policy document. The policy document was received by the Complainant in the month of July, 2016. The Respondent had not produced a voice copy of the first conversation made between the Complainant & the tele caller. The Respondent had violated the provisions of

the protection of policy holder's interest Regulations 2002, & Guidelines on Distance Marketing of Insurance Products issued by IRDAI.

The complaint is admitted on its merits.

**In the matter of
Shri Nishar A Gaji
Vs.
DHFL Pramerica Life Insurance Co. Ltd.
Complaint Ref No. AHD-L-013-1617-0710**

Date of Award: 10.02.2017

Policy No. 000366295

The Complainant had stated that he was misguided by M/s SB Insurance Broker Ltd to purchase the policy from the Respondent. The Broker had lured the Complainant with bonus, pension and job assurance on purchase of a Life Insurance policy. However, when he did not receive any thing as promised, he felt cheated and approached the company for cancellation of the policy and refund of the premium. However, the company denied refund of premium citing free-look period clause.

It was noted from the papers submitted to the Forum that The policy dated 31.05.2015 was received by the Complainant on 05.06.2015. The company had received the complaint for cancellation on 12.02.2016. The complainant had alleged mis-sale of the policy. The proposal form mentioned that it was completed in Vadodara while the Complainant stayed at Santrampur, in Panchmahal district. The Complainant had stated that they had not signed the proposals at all, least not to talk about he and his family members travelling to Vadodara to complete the proposal. The policy was sourced through M/s S.B. Insurance Brokers Pvt. Ltd, Mumbai. The broker was required to preserve and produce the voice recording that was done from the solicitation /lead generation stage to the dispute stage/claim stage as per the IRDAI Guidelines on distance marketing. The Respondent had submitted the copy of the verification call and not the voice copy of the solicitation stage/lead generation stage along with the SCN or during the hearing. The Respondent was directed to submit the same on the next day of the hearing. However, the Respondent failed to submit the same. The Respondent had not investigated and verified the truth in the complaint letter but had flatly refused to consider his request for cancellation of the policy. The Forum had been receiving complaints of mis-sale of policies against the Respondent regularly. The Respondent had in none of the cases had produced the voice copy of the broker. This has lead to the Forum to believe that the Respondent, knowingly, willingly and with full knowledge of the malpractices and unfair business practices had procured business from the Broker. The Respondent was fully aware of the fact that mis-sale of insurance policies are rampant and increasing in multifold. Else, the number of complaint on mis-sold policies against the Respondent would have been on the wane if not nil. The Respondent ought to confine its contentions within the structural framework of the RPG Rules, 1998 and the directions given by the Regulator from time to time. The powers conferred to the Forum vide RPG Rules, 1998 are independent, absolute and very discrete and certainly are much beyond the folly of absurd interpretation by any insurer. (in the instant case by the Respondent). The Respondent had been repeatedly failing to understand the RPG Rules and its purpose. The Respondent was advised to observe, follow and adopt the legal means of procuring business.

In view of the facts and circumstances, the complaint was admitted for Rs. 99000

In the matter of

Ms.Sarita Chugh

Vs

ICICI Prudential Life Insurance Co. Ltd.

Complaint No. AHD-L-021-1617-0367

Date of Award: 26.08.2016

Policy No. 19295587

Shri Anilkumar Chug, the DLA had purchased a ICICI Pru Loan Protect policy on 15.05.2015 from ICICI Prudential Life Insurance Company Ltd. The DLA expired on 17.08.2015 within 4 months of the issuance of the policy. The cause of death was sudden cardio respiratory arrest due to cerebral tumor and multi organ failure. When the claim was filed by the Nominee, the Respondent had repudiated the claim on the basis of non-disclosure of the DLA's health in the proposal form. Aggrieved by their decision she had approached the Forum for settlement of her claim. Based on oral submissions of the parties, read along with documents on record it was seen that the policy was taken on 15.05.2015 with an annual premium of Rs. 17,861 (EMI + Insurance Premium). The policy was issued to secure loan and no medical examination was done. The Life Assured expired on 17.08.2015 after 3 months of taking the policy. The Complainant had not disputed the medical papers of the DLA which showed that the DLA had undergone operation of brain tumor in the year 2009 and 2013. She also admitted that he was suffering from Diabetes and high blood pressure for which he was taking medicines and was feeling normal. Thus the existence of the disease before the date of proposal got proved. The questions relating to health position with Serial No. 4,5,6 & 7 in proposal form were answered in negative. The non-disclosure part was relevant. It is to be noted that that Insurance contracts are contracts of 'Uberrima Fides' i.e. Utmost good faith and every fact of material must be disclosed, otherwise, there is a good ground for rescission of the Contract.

The Respondent had decided to make an ex-gratia payment of the premium amount of Rs. 13,996/- which needs no intervention.

In view of the foregoing proved facts, the complaint fails to succeed.

In the matter of Mr. Dashrathji K Thakor

Vs.

HDFC Standard Life Insurance Company Ltd

Complaint Ref No. AHD-L-019-1617-0069

Date of Award : 25.05.2016

Policy No. 16733862

Mr. Anilji Dashrathji Thakor, the DLA, was issued with a HDFC SL Pro Growth –Flexi policy No. 16733862 by HDFC Life Insurance Company Ltd on 19.03.2014. The DLA expired on 02.09.2014. Contenting that Mr. Anilji had not disclosed T.B. in the proposal form, the Respondent had repudiated the claim. Aggrieved by the decision, the Complainant had approached the Forum for redressal of his grievance.

Based on oral submissions of the Respondent, the Complaint of the nominee, it was observed that the DLA had proposed for the policy at the age of 18 years. Respondent had issued a policy based on the proposal submitted to them on 19.03.2014. The said policy was

issued without any medical examination. The cause of death as observed was death at home. No postmortem or FIR was filed. At the time of hearing the Complainant stated that death was due to chest pain. The hospital papers submitted by the Respondent clearly stated that the DLA was under treatment at Vasant Prabha Hospital, Vadnagar in the year 2012 for Bronchitis and T.B.

The Questions regarding the health details in the Proposal form No. 13 (i) was answered in negative by the DLA which lead to suppression of material facts. The available evidences with the Respondent categorically prove that the Proposer at the time of making the statement had suppressed facts about his health, which were material to disclose. Hence the Respondent was within its rights to repudiate the Insurance Claims.

However, as a good gesture, the Respondent vide their letter dated 12.01.2016 had paid an amount of Rs. 15,792.70 through NEFT towards death claim.

Thus the complaint fails to succeed.

In the matter of

Mrs. Champaben C Vasava

Vs

Bajaj Allianz Life Insurance Co. Ltd.

Complaint Ref No.AHD-L-006-1617-0339

Date of Award:14.12.2016

Policy No: 0121674437/0281118243

Chandubhai Shanabhai Vasava, the DLA had purchased the subject policy from Bajaj Allianz Life Insurance Company Ltd under Master Policy No. 0121674437. He had purchased 4 policies, Sum Assured amounting to Rs. 10,00,000/- with equal amount of DAB for an annual premium of Rs. 85,000/-. The DLA expired on 19.07.2013 due to Snakebite (within 10 months and 4 days) from the date of issuance of the policy.

When a claim was filed by the Complainant, the Respondent repudiated the claim stating that there was no sufficient income to purchase the policy, the DLA was a BPL Card Holder and the transaction was a wager contract. Aggrieved by their decision, the Complainant represented to the Company and on not receiving any favorable decision she had approached the Forum.

Based on oral submissions of the parties, read along with documents on record it is observed that the DLA had purchased the four policies from the Respondent through Baroda Gujarat Gramin Bank on 15.09.2012. The premium paying term was for 5 years. The DLA expired on 19.07.2013 due to snake bite. FIR, death certificate, Panchnama and postmortem reports were also submitted. However, no original reports were presented for verification. Contrary to her statement during the hearing, that no panchnama or FIR or Postmortem was done, she had submitted copies of Panchnama, FIR and Post Mortem report. The Election ID card and the BPL card were given at the time of opening the bank account to the banker. It proved that the DLA lived a life below the poverty line and was not in a position to pay premium of the policy or maintain the policy. The Forum had carried enquires through email with the Baroda Gujarat Gramin Bank and found that the DLA's Saving Bank Account was opened 15.09.2012 with a Cash Deposit of Rs.86,000/-and an amount of Rs.85,000/- was debited from the account

towards BALIC. However, original pass book was not produced for verification. The Bank vide their mail stated that the average balance under the account no.31110100004091 was Rs. 600/- and the balance as on 13.10.2016 was Rs.621/-. With such a low average balance and with no source of income, it would not be possible for the DLA to maintain the policies. It was evident that someone else had funded the policy with cash deposit in the name of the DLA in the Bank. The Complainant could not provide any proof for the deposit of the premium. During the hearing the Complainant was asked to submit the bank statement which she refused and stated that she did not have. The Bank account was opened solely for the purpose of purchasing the policy. There was hardly any other transaction in the bank. The policy holder had an unnatural death within 11 months from the date of purchase of policy. As per the Complainant the **insect bite** was on the right side of the leg whereas the postmortem report stated that the mark of snake bite was **on the left side of the leg**. This proved that the complainant had told a lie. It is to be noted that Insurance contracts are contracts of 'Uberrima Fides' i.e. Utmost good faith and every fact of material must be disclosed, otherwise, there is a good ground for rescission of the Contract. The duty to disclose material facts has been violated in this case by the Complainant while proposing for insurance. Hence the Respondent was within its rights to repudiate the Insurance Claims under section 45 of the Insurance Act, 1938. The Forum noted that it has been receiving bogus death claims; like Insurance on dead person, premium being paid by third party, tampered death records etc. The Insurers have to be vigilant while booking the business and avoid selection of bad lives. The Companies need to have immediate random verification of the existence of the Life Assured. The Complainant made a deposition before the Forum that her husband had expired before four years which dated to the year 2012 and not in the year 2013 as mentioned in the Death Certificate, Post Mortem, Panchnama. It became evident that the complaint and claim were bogus and the documents were manufactured as it was evident from the submission of the Complainant during the hearing where she had made contradictory statements and was not able to prove the source of income and her family's status.

In view of the facts and circumstances, The complaint fails to succeed.

In the matter of

Mrs. Champaben C Vasava

Vs

Bajaj Allianz Life Insurance Co. Ltd.

Complaint Ref No.AHD-L-006-1617-0340

Date of Award: 14.12.2016

Policy No: 0121674437/0281120501

Shri Chandubhai Shanabhai Vasava, the DLA had purchased the subject policy from Bajaj Allianz Life Insurance Company Ltd under Master Policy No. 0121674437. He had purchased 4 policies, Sum Assured amounting to Rs. 10,00,000/- with equal amount of DAB for an annual premium of Rs. 85,000/-. The DLA expired on 19.07.2013 due to Snakebite (within 10 months and 4 days) from the date of issuance of the policy.

When a claim was filed by the Complainant, the Respondent repudiated the claim stating that there was no sufficient income to purchase the policy, the DLA was a BPL Card Holder and the

transaction was a wager contract. Aggrieved by their decision, the Complainant represented to the Company and on not receiving any favorable decision she had approached the Forum.

Based on oral submissions of the parties, read along with documents on record it is observed that the DLA had purchased the four policies from the Respondent through Baroda Gujarat Gramin Bank on 15.09.2012. The premium paying term was for 5 years. The DLA expired on 19.07.2013 due to snake bite. FIR, death certificate, Panchnama and postmortem reports were also submitted. However, no original reports were presented for verification. Contrary to her statement during the hearing, that no panchnama or FIR or Postmortem was done, she had submitted copies of Panchnama, FIR and Post Mortem report. The Election ID card and the BPL card were given at the time of opening the bank account to the banker. It proved that the DLA lived a life below the poverty line and was not in a position to pay premium of the policy or maintain the policy. The Forum had carried enquires through email with the Baroda Gujarat Gramin Bank and found that the DLA's Saving Bank Account was opened 15.09.2012 with a Cash Deposit of Rs.86,000/-and an amount of Rs.85,000/- was debited from the account towards BALIC. However, original pass book was not produced for verification. The Bank vide their mail stated that the average balance under the account no.31110100004091 was Rs. 600/- and the balance as on 13.10.2016 was Rs.621/-. With such a low average balance and with no source of income, it would not be possible for the DLA to maintain the policies. It was evident that someone else had funded the policy with cash deposit in the name of the DLA in the Bank. The Complainant could not provide any proof for the deposit of the premium. During the hearing the Complainant was asked to submit the bank statement which she refused and stated that she did not have. The Bank account was opened solely for the purpose of purchasing the policy. There was hardly any other transaction in the bank. The policy holder had an unnatural death within 11 months from the date of purchase of policy. As per the Complainant the **insect bite** was on the right side of the leg whereas the postmortem report stated that the mark of snake bite was **on the left side of the leg**. This proved that the complainant had told a lie. It is to be noted that Insurance contracts are contracts of 'Uberrima Fides' i.e. Utmost good faith and every fact of material must be disclosed, otherwise, there is a good ground for rescission of the Contract. The duty to disclose material facts has been violated in this case by the Complainant while proposing for insurance. Hence the Respondent was within its rights to repudiate the Insurance Claims under section 45 of the Insurance Act, 1938. The Forum noted that it has been receiving bogus death claims; like Insurance on dead person, premium being paid by third party, tampered death records etc. The Insurers have to be vigilant while booking the business and avoid selection of bad lives. The Companies need to have immediate random verification of the existence of the Life Assured. The Complainant made a deposition before the Forum that her husband had expired before four years which dated to the year 2012 and not in the year 2013 as mentioned in the Death Certificate, Post Mortem, Panchnama. It became evident that the complaint and claim were bogus and the documents were manufactured as it was evident from the submission of the Complainant during the hearing where she had made contradictory statements and was not able to prove the source of income and her family's status.

In view of the facts and circumstances, The complaint fails to succeed.

In the matter of

Mrs. Champaben C Vasava

Vs

Bajaj Allianz Life Insurance Co. Ltd.

Complaint Ref No.AHD-L-006-1617-0341

Date of Award:14.12.2016

Policy No: 0121674437/0281120754

Shri Chandubhai Shanabhai Vasava, the DLA had purchased the subject policy from Bajaj Allianz Life Insurance Company Ltd under Master Policy No. 0121674437. He had purchased 4 policies, Sum Assured amounting to Rs. 10,00,000/- with equal amount of DAB for an annual premium of Rs. 85,000/-. The DLA expired on 19.07.2013 due to Snakebite (within 10 months and 4 days) from the date of issuance of the policy. When a claim was filed by the Complainant, the Respondent repudiated the claim stating that there was no sufficient income to purchase the policy, the DLA was a BPL Card Holder and the transaction was a wager contract. Aggrieved by their decision, the Complainant represented to the Company and on not receiving any favorable decision she had approached the Forum.

Based on oral submissions of the parties, read along with documents on record it is observed that the DLA had purchased the four policies from the Respondent through Baroda Gujarat Gramin Bank on 15.09.2012. The premium paying term was for 5 years. The DLA expired on 19.07.2013 due to snake bite. FIR, death certificate, Panchnama and postmortem reports were also submitted. However, no original reports were presented for verification. Contrary to her statement during the hearing, that no panchnama or FIR or Postmortem was done, she had submitted copies of Panchnama, FIR and Post Mortem report. The Forum had carried enquires through email with the Baroda Gujarat Gramin Bank and found that the DLA's Saving Bank Account was opened 15.09.2012 with a Cash Deposit of Rs.86,000/-and an amount of Rs.85,000/- was debited from the account towards BALIC. However, original pass book was not produced for verification. The Bank vide their mail stated that the average balance under the account no.31110100004091 was Rs. 600/- and the balance as on 13.10.2016 was Rs.621/-. With such a low average balance and with no source of income, it would not be possible for the DLA to maintain the policies. It was evident that someone else had funded the policy with cash deposit in the name of the DLA in the Bank. The Complainant could not provide any proof for the deposit of the premium.During the hearing the Complainant was asked to submit the bank statement which she refused and stated that she did not have.The Bank account was opened solely for the purpose of purchasing the policy. There was hardly any other transaction in the bank. The policy holder had an unnatural death within 11 months from the date of purchase of policy. As per the Complainant the insect bite was on the right side of the leg whereas the postmortem report stated that the mark of snake bite was **on the left side of the leg**. This proved that the complainant had told a lie.It became evident that the complaint and claim were bogus and the documents were manufactured as it was evident from the submission of the Complainant during the hearing where she had made contradictory statements and was not able to prove the source of income and her family's status. The Forum refused to entertain her false plea.

In view of the facts and circumstances, The complaint fails to succeed.

In the matter of

Mrs. Champaben C Vasava

Vs

Bajaj Allianz Life Insurance Co. Ltd.

Complaint Ref No.AHD-L-006-1617-0342

Date of Award:14.12.2016

Policy No: 0121674437/0281120855

Shri Chandubhai Shanabhai Vasava, the DLA had purchased the subject policy from Bajaj Allianz Life Insurance Company Ltd under Master Policy No. 0121674437. He had purchased 4 policies, Sum Assured amounting to Rs. 10,00,000/- with equal amount of DAB for an annual premium of Rs. 85,000/-. The DLA expired on 19.07.2013 due to Snakebite (within 10 months and 4 days) from the date of issuance of the policy.

Shri Chandubhai Shanabhai Vasava, the DLA had purchased the subject policy from Bajaj Allianz Life Insurance Company Ltd under Master Policy No. 0121674437. He had purchased 4 policies, Sum Assured amounting to Rs. 10,00,000/- with equal amount of DAB for an annual premium of Rs. 85,000/-. The DLA expired on 19.07.2013 due to Snakebite (within 10 months and 4 days) from the date of issuance of the policy.

When a claim was filed by the Complainant, the Respondent repudiated the claim stating that there was no sufficient income to purchase the policy, the DLA was a BPL Card Holder and the transaction was a wager contract. Aggrieved by their decision, the Complainant represented to the Company and on not receiving any favorable decision she had approached the Forum.

Based on oral submissions of the parties, read along with documents on record it is observed that the DLA had purchased the four policies from the Respondent through Baroda Gujarat Gramin Bank on 15.09.2012. The premium paying term was for 5 years. The DLA expired on 19.07.2013 due to snake bite. FIR, death certificate, Panchnama and postmortem reports were also submitted. However, no original reports were presented for verification. Contrary to her statement during the hearing, that no panchnama or FIR or Postmortem was done, she had submitted copies of Panchnama, FIR and Post Mortem report. The Election ID card and the BPL card were given at the time of opening the bank account to the banker. It proved that the DLA lived a life below the poverty line and was not in a position to pay premium of the policy or maintain the policy. The Forum had carried enquires through email with the Baroda Gujarat Gramin Bank and found that the DLA's Saving Bank Account was opened 15.09.2012 with a Cash Deposit of Rs.86,000/-and an amount of Rs.85,000/- was debited from the account towards BALIC. However, original pass book was not produced for verification. The Bank vide their mail stated that the average balance under the account no.31110100004091 was Rs. 600/- and the balance as on 13.10.2016 was Rs.621/-. With such a low average balance and with no source of income, it would not be possible for the DLA to maintain the policies. It was evident that someone else had funded the policy with cash deposit in the name of the DLA in the Bank. The Complainant could not provide any proof for the deposit of the premium.During the hearing the Complainant was asked to submit the bank statement which she refused and stated that she did not have.The Bank account was opened solely for the purpose of purchasing the policy. There was hardly any other transaction in the bank. The policy holder had an unnatural death within 11 months from the date of purchase of policy. As per the Complainant the **insect bite** was on the right side of the leg whereas the postmortem report stated that the mark of snake bite was **on the left side of the leg**. This proved that the complainant had told a lie.It is to be noted that Insurance contracts are contracts of 'Uberrima Fides' i.e. Utmost good faith and every fact of material must be disclosed, otherwise, there is a good ground for rescission of the Contract. The duty to disclose material facts has been violated in this case by the Complainant while proposing for insurance. Hence the Respondent was within its rights to repudiate the

Insurance Claims under section 45 of the Insurance Act, 1938. The Forum noted that it has been receiving bogus death claims; like Insurance on dead person, premium being paid by third party, tampered death records etc. The Insurers have to be vigilant while booking the business and avoid selection of bad lives. The Companies need to have immediate random verification of the existence of the Life Assured. The Complainant made a deposition before the Forum that her husband had expired before four years which dated to the year 2012 and not in the year 2013 as mentioned in the Death Certificate, Post Mortem, Panchnama. It became evident that the complaint and claim were bogus and the documents were manufactured as it was evident from the submission of the Complainant during the hearing where she had made contradictory statements and was not able to prove the source of income and her family's status.

In view of the facts and circumstances, The complaint fails to succeed.
In view of the facts and circumstances, The complaint fails to succeed.

In the matter of

Mrs. Gajraben G Solanki

Vs

Bajaj Allianz Life Insurance Co. Ltd.

Complaint Ref No.AHD-L-006-1617-0316

Date of Award:14.12.2016

Policy No: 0121674437/0281121150

Shri Ganpatbhai Solanki, the DLA had purchased the contested policy from Bajaj Allianz Life Insurance Company Ltd under Master Policy No. 0121674437 for a sum insured of Rs.2.50 lacs. He had purchased 4 policies, Sum Assured amounting to Rs. 10,00,000/- with equal amount of DAB for an annual premium of Rs. 85,000/-. The DLA expired on 15.10.2013 due to Snakebite within 13 months from the date of issuance of the policy.

When a claim was filed by the Complainant, the Respondent repudiated the claim stating that there was no sufficient income, the DLA was a BPL Card Holder and the transaction was a wager contract. Aggrieved by their decision, the Complainant represented to the Company and on not receiving any favorable decision she had approached the Forum. It is observed that the DLA had purchased 4 policies from the Respondent through Baroda Gujarat Gramin Bank on 15.09.2012. The premium paying term was for 5 years The DLA expired on 15.10.2013 due to snake bite. FIR, death certificate, Panchnama and postmortem reports were also submitted. However, no original reports were presented for verification. Contrary to her statement during the hearing, that no panchnama or FIR or Postmortem was done, she had submitted copies of Panchnama, FIR and Post Mortem report. The Forum had carried enquires through email with the Baroda Gujarat Gramin Bank and found that the DLA's Saving Bank Account was debited by Rs. 85,000/- on 15.09.2012 in account no.31110100004093 and transferred to BALIC for policy on 15.09.2013. Again on 14.09.2013 an amount of Rs.85,000/- was deposited in the bank by cash which was transferred to BALIC on 14.09.2013 towards the renewal premium. The balance as on the date of death was Rs. 1028/-. However, original pass book was not produced for verification. During the hearing the Complainant was asked to submit the bank statement which she refused and stated that she did not have. The Bank account was opened solely for the purpose of purchasing the policy. There was hardly any other transaction in the bank. The policy holder

had an unnatural death within 13 months from the date of purchase of policy. The Forum has received three more cases of similar nature with saving account in the same bank. The death of three out of four policy holders were unnatural and within a short time. The Income Certificate of all the four DLA's were issued by the Taluka Panchayat in the same month after the death of the 4 policy holders. The FIR, Inquest Panchnama and Post Mortem Report confirmed the DLA's death due to snake bite. It was stated that he had died before any medical treatment could be given. No proof of income from the farmland or cattle rearing was produced before the Forum for verification. The age as per ration card was shown as 55 years as on 01.01.2010. As on the date of death i.e. 15.10.2013, the postmortem report and death certificate showed the age of the deceased life assured as 50 years. The age of the DLA as per the Election commission as on date of death showed 45 years, the age of the deceased life assured was 45 years as per the claim form. Thus the age of the DLA appeared different at different places. The photograph attached to the bank passbook and claimant settlement was same. However, the person in the photo appeared not to be a person of 45 years old. He appeared to be more older atleast by 10-12 years. The letter to the Company was typewritten, however, the blank space on the name of the deceased, policy number, date of death etc were handwritten. It gave a feeling that the letter was prepared with common intention for other policies and blank space were filled with names and particulars of different Life Assureds. The Life Assured died on 15.10.2013 and the income of the widow was shown as Rs. 1,20,000/- as on 19.02.2015 in the income certificate for the year 2013-14. It is to be noted that Insurance contracts are contracts of 'Uberrima Fides' i.e. Utmost good faith and every fact of material must be disclosed, otherwise, there is a good ground for rescission of the Contract. The duty to disclose material facts has been violated in this case by the Complainant while proposing for insurance. Hence the Respondent was within its rights to repudiate the Insurance Claims under section 45 of the Insurance Act, 1938.

In view of the facts and circumstances, The complaint fails to succeed.

In the matter of

Mrs. Gajraben G Solanki

Vs

Bajaj Allianz Life Insurance Co. Ltd.

Complaint Ref No.AHD-L-006-1617-0318

Date of Award:14.12.2016

Policy No: 0121674437/0281120766

Shri Ganpatbhai Solanki, the DLA had purchased the contested policy from Bajaj Allianz Life Insurance Company Ltd under Master Policy No. 0121674437 for a sum insured of Rs.2.50 lacs. He had purchased 4 policies, Sum Assured amounting to Rs. 10,00,000/- with equal amount of DAB for an annual premium of Rs. 85,000/-. The DLA expired on 15.10.2013 due to Snakebite within 13 months from the date of issuance of the policy. When a claim was filed by

the Complainant, the Respondent repudiated the claim stating that there was no sufficient income, the DLA was a BPL Card Holder and the transaction was a wager contract. Aggrieved by their decision, the Complainant represented to the Company and on not receiving any favorable decision she had approached the Forum. Based on oral submissions of the parties, read along with documents on record it is observed that the DLA had purchased the policy from the Respondent through Baroda Gramin Bank on 15.09.2012. The premium paying term was for 5 years. The DLA expired on 15.10.2013 due to snake bite. FIR, death certificate, Panchnama and postmortem reports were also submitted. However, no original reports were presented for verification. Contrary to her statement during the hearing, that no panchnama or FIR or Postmortem was done, she had submitted copies of Panchnama, FIR and Post Mortem report. The Forum had carried enquires through email with the Baroda Gujarat Gramin Bank and found that the DLA's Saving Bank Account was debited by Rs. 85,000/- on 15.09.2012 in account no.31110100004093 and transferred to BALIC for policy on 15.09.2013. Again on 14.09.2013 an amount of Rs.85,000/- was deposited in the bank by cash which was transferred to BALIC on 14.09.2013 towards the renewal premium. The balance as on the date of death was Rs. 1028/-. However, original pass book was not produced for verification. The Bank vide their mail stated that the average balance under the account no.31110100004093 was Rs. 600/- and the balance as on 03.10.2016 was Rs.588/-. With such a low average balance and with no source of income, it would not be possible for the DLA to maintain the policies. The Complainant could not provide any proof for the deposit of the premium. During the hearing the Complainant was asked to submit the bank statement which she refused and stated that she did not have. The age as per ration card was shown as 55 years as on 01.01.2010. As on the date of death i.e. 15.10.2013, the postmortem report and death certificate showed the age of the deceased life assured as 50 years. The age of the DLA as per the Election commission as on date of death showed 45 years, the age of the deceased life assured was 45 years as per the claim form. Thus the age of the DLA appeared different at different places. The photograph attached to the bank passbook and claimant settlement was same. However, the person in the photo appeared not to be a person of 45 years old. He appeared to be more older atleast by 10-12 years. It became evident that the complaint and claim were bogus and the documents were manufactured as it was evident from the submission of the Complainant during the hearing where she had made contradictory statements and was not able to prove the source of income and her family's status. The Forum refused to entertain her false plea.

In view of the facts and circumstances, The complaint fails to succeed.

In the matter of of

Mrs. Gajraben G Solanki

Vs Bajaj Allianz Life Insurance Co. Ltd.

Complaint Ref No.AHD-L-006-1617-0319

Date of Award:14.12.2016

Policy No: 0121674437/0281120742

Shri Ganpatbhai Solanki, the DLA had purchased the contested policy from Bajaj Allianz Life Insurance Company Ltd under Master Policy No. 0121674437 for a sum insured of Rs.2.50

lacs. He had purchased 4 policies, Sum Assured amounting to Rs. 10,00,000/- with equal amount of DAB for an annual premium of Rs. 85,000/-. The DLA expired on 15.10.2013 due to Snakebite within 13 months from the date of issuance of the policy. When a claim was filed by the Complainant, the Respondent repudiated the claim stating that there was no sufficient income, the DLA was a BPL Card Holder and the transaction was a wager contract. Aggrieved by their decision, the Complainant represented to the Company and on not receiving any favorable decision she had approached the Forum. Based on oral submissions of the parties, read along with documents on record it is observed that the DLA had purchased the policy from the Respondent through Baroda Gramin Bank on 15.09.2012. The premium paying term was for 5 years. The DLA expired on 15.10.2013 due to snake bite. FIR, death certificate, Panchnama and postmortem reports were also submitted. However, no original reports were presented for verification. Contrary to her statement during the hearing, that no panchnama or FIR or Postmortem was done, she had submitted copies of Panchnama, FIR and Post Mortem report. The Forum had carried enquires through email with the Baroda Gujarat Gramin Bank and found that the DLA's Saving Bank Account was debited by Rs. 85,000/- on 15.09.2012 in account no.31110100004093 and transferred to BALIC for policy on 15.09.2013. Again on 14.09.2013 an amount of Rs.85,000/- was deposited in the bank by cash which was transferred to BALIC on 14.09.2013 towards the renewal premium. The balance as on the date of death was Rs. 1028/-. However, original pass book was not produced for verification. The Bank vide their mail stated that the average balance under the account no.31110100004093 was Rs. 600/- and the balance as on 03.10.2016 was Rs.588/-. With such a low average balance and with no source of income, it would not be possible for the DLA to maintain the policies. The Complainant could not provide any proof for the deposit of the premium. During the hearing the Complainant was asked to submit the bank statement which she refused and stated that she did not have. The age as per ration card was shown as 55 years as on 01.01.2010. As on the date of death i.e. 15.10.2013, the postmortem report and death certificate showed the age of the deceased life assured as 50 years. The age of the DLA as per the Election commission as on date of death showed 45 years, the age of the deceased life assured was 45 years as per the claim form. Thus the age of the DLA appeared different at different places. The photograph attached to the bank passbook and claimant settlement was same. However, the person in the photo appeared not to be a person of 45 years old. He appeared to be more older atleast by 10-12 years. It became evident that the complaint and claim were bogus and the documents were manufactured as it was evident from the submission of the Complainant during the hearing where she had made contradictory statements and was not able to prove the source of income and her family's status. The Forum refused to entertain her false plea.

In view of the facts and circumstances, The complaint fails to succeed.

In the matter of

Mrs. Gajraben G Solanki

Vs

Bajaj Allianz Life Insurance Co. Ltd.

Complaint Ref No.AHD-L-006-1617-0320

Date of Award: 14.12.2016

Policy No: 0121674437/0281120196

Shri Ganpatbhai Solanki, the DLA had purchased the contested policy from Bajaj Allianz Life Insurance Company Ltd under Master Policy No. 0121674437 for a sum insured of Rs.2.50 lacs. He had purchased 4 policies, Sum Assured amounting to Rs. 10,00,000/- with equal amount of DAB for an annual premium of Rs. 85,000/-. The DLA expired on 15.10.2013 due to Snakebite within 13 months from the date of issuance of the policy. When a claim was filed by the Complainant, the Respondent repudiated the claim stating that there was no sufficient income, the DLA was a BPL Card Holder and the transaction was a wager contract. Aggrieved by their decision, the Complainant represented to the Company and on not receiving any favorable decision she had approached the Forum. Based on oral submissions of the parties, read along with documents on record it is observed that the DLA had purchased the policy from the Respondent through Baroda Gramin Bank on 15.09.2012. The premium paying term was for 5 years. The DLA expired on 15.10.2013 due to snake bite. FIR, death certificate, Panchnama and postmortem reports were also submitted. However, no original reports were presented for verification. Contrary to her statement during the hearing, that no panchnama or FIR or Postmortem was done, she had submitted copies of Panchnama, FIR and Post Mortem report. The Forum had carried enquires through email with the Baroda Gujarat Gramin Bank and found that the DLA's Saving Bank Account was debited by Rs. 85,000/- on 15.09.2012 in account no.31110100004093 and transferred to BALIC for policy on 15.09.2013. Again on 14.09.2013 an amount of Rs.85,000/- was deposited in the bank by cash which was transferred to BALIC on 14.09.2013 towards the renewal premium. The balance as on the date of death was Rs. 1028/-. However, original pass book was not produced for verification. The Bank vide their mail stated that the average balance under the account no.31110100004093 was Rs. 600/- and the balance as on 03.10.2016 was Rs.588/-. With such a low average balance and with no source of income, it would not be possible for the DLA to maintain the policies. The Complainant could not provide any proof for the deposit of the premium. During the hearing the Complainant was asked to submit the bank statement which she refused and stated that she did not have. The age as per ration card was shown as 55 years as on 01.01.2010. As on the date of death i.e. 15.10.2013, the postmortem report and death certificate showed the age of the deceased life assured as 50 years. The age of the DLA as per the Election commission as on date of death showed 45 years, the age of the deceased life assured was 45 years as per the claim form. Thus the age of the DLA appeared different at different places. The photograph attached to the bank passbook and claimant settlement was same. However, the person in the photo appeared not to be a person of 45 years old. He appeared to be more older atleast by 10-12 years. It became evident that the complaint and claim were bogus and the documents were manufactured as it was evident from the submission of the Complainant during the hearing where she had made contradictory statements and was not able to prove the source of income and her family's status. The Forum refused to entertain her false plea.

In view of the facts and circumstances, The complaint fails to succeed.

In the matter of

Mrs. Narmadaben Thakor

Vs.

HDFC Standard Life Insurance Co. Ltd

Complaint Ref No. AHD-L-019-1617-0964

Date of Award:24.03.2017

Policy No. 18396053

Mr. Somaji Thakor, the DLA, was issued with a HDFC Life Uday policy No. 18396053 by HDFC Life Insurance Company Ltd on 08.04.2016. The DLA expired on 21.04.2016. The Respondent had repudiated the claim due to non-disclosure of material fact. Aggrieved by the decision, the Complainant had approached the Forum for redressal of her grievance. Based on oral submissions of the Respondent, the Complaint of the nominee, the following points were observed The DLA had proposed for the policy at the age of 52 years. Respondent had issued a policy based on the proposal submitted to them on 08.04.2016. The Proposal was filled on-line and there were no signatures on the proposal form. The premium was paid in Cash. The DLA died on 21.04.2016 within 9 days of taking the policy. The Respondent had investigated the matter. The Investigator in his report has mentioned that Life Assured was totally alcoholic. The Respondent had provided the mail received from TATA AIG mentioning the policy details of the Deceased Life Assured. The cause of death as informed by the Complainant was heart attack in the field. No postmortem or FIR was filed. The DLA died within 9 days from the Date of Commencement of the policy. The Respondent had already refunded the premium of Rs.48,249/-under this policy. In view of the facts and circumstances, the complaint is dismissed

In the matter of

Mr. Dineshchandra V Parmar

Vs

Life Insurance Corporation of India

Complaint Ref No.AHD-L-029-1617-0955

Date of Award: 23.03.2017

Policy No. 832358455

Mr.Tejas Dineshchandra Chaturvedi, the DLA had purchased three policies from the Life Insurance Corporation of India. This policy bearing No 832358455 Plan 111/25 was purchased on 28.03.1998.The DLA expired on 21.11.2014 due to Asphyxia due to drowning. The Respondent settled the basic sum assured under all the three policies and had repudiated the DAB claims under all the three policies. Aggrieved by their decision he had approached the Forum for settlement of DAB.Based on oral submissions of the parties, read along with documents on record it is observed that the cause of death as per the Postmortem report stated Asphyxia due to drowning. As per the Investigation report the DLA was an interior designer working with a private firm. The report stated that the DLA seemed to be mentally disturbed due to his family life. The Insured had boarded the Navjeevan express train on 22.05.2014 and how he was missing thereafter is not known ? The complainant had filed a missing complaint of his son on 03.06.2014 stating that his son was missing from 23.05.2014.The final report

stated that by inspecting the place of occurrence and enquiry the eye witnesses, it was observed that the deceased aged about 36 years left his home with unsound mind and reached Chennai and on 21.11.2014 tumbled down in the temple tank and lost his life. To pay an additional sum equal to the Sum Assured under the policy the clause states that accident benefit becomes payable only if the Life Assured sustains any bodily injury resulting solely and directly from the accident caused by outward, violent and visible means and such injury solely, directly and independently of all other causes result in the death of the Life Assured. It further states that the Corporation shall not be liable to pay the additional sum referred to in (a) or (b) above, if the disability or the 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 Complainant had mentioned in the FIR that his son was under medication of mental stress and requested police to trace him. The Final Police Report stated that the Life Assured had left his home with unsound mind and reached Chennai on the Thiruvadanthai village, near Mamallapuram and on 21.11.2014 he tumbled down in the temple tank and lost his life. The Chennai police had made the DLA boarded in Navjeevan Express Train on 22.05.2014 and he got down in between on the way to his home. He was found dead in temple tank in South India after 6 months of this incident. There is enough circumstantial evidence to suggest that the death of the DLA was due to an accident caused by his insanity. Thus the decision of the Respondent is in order.

In view of the facts and circumstances the complaint failed to succeed.

In the matter of

Mr. Dineshchandra V Parmar Vs

Life Insurance Corporation of India

Complaint Ref No.AHD-L-029-1617-0956

Date of Award: 23.03.2017

Policy No. 836967565

Mr. Tejas Dineshchandra Chaturvedi, the DLA had purchased three policies from the Life Insurance Corporation of India. This policy bearing No 832358455 Plan 111/25 was purchased on 28.03.1998. The DLA expired on 21.11.2014 due to Asphyxia due to drowning. The Respondent settled the basic sum assured under all the three policies and had repudiated the DAB claims under all the three policies. Aggrieved by their decision he had approached the Forum for settlement of DAB. Based on oral submissions of the parties, read along with documents on record it is observed that the cause of death as per the Postmortem report stated Asphyxia due to drowning. As per the Investigation report the DLA was an interior designer working with a private firm. The report stated that the DLA seemed to be mentally disturbed due to his family life. The Insured had boarded the Navjeevan express train on 22.05.2014 and how he was missing thereafter is not known? The complainant had filed a missing complaint of his son on 03.06.2014 stating that his son was missing from 23.05.2014. The final report stated that by inspecting the place of occurrence and enquiry the eye witnesses, it was observed that the deceased aged about 36 years left his home with unsound mind and reached Chennai and on 21.11.2014 tumbled down in the temple tank and lost his life. To pay an additional sum equal to the Sum Assured under the policy the clause states that accident benefit becomes payable only if the Life Assured sustains any bodily injury resulting solely and directly from the accident caused by outward,

violent and visible means and such injury solely, directly and independently of all other causes result in the death of the Life Assured. It further states that the Corporation shall not be liable to pay the additional sum referred to in (a) or (b) above, if the disability or the 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 Complainant had mentioned in the FIR that his son was under medication of mental stress and requested police to trace him. The Final Police Report stated that the Life Assured had left his home with unsound mind and reached Chennai on the Thiruvudanthai village, near Mamallapuram and on 21.11.2014 he tumbled down in the temple tank and lost his life. The Chennai police had made the DLA boarded in Navjeevan Express Train on 22.05.2014 and he got down in between on the way to his home. He was found dead in temple tank in South India after 6 months of this incident. There is enough circumstantial evidence to suggest that the death of the DLA was due to an accident caused by his insanity. Thus the decision of the Respondent is in order.

In view of the facts and circumstances the complaint failed to succeed.

In the matter of

Mr. Dineshchandra V Parmar

Vs

Life Insurance Corporation of India

Complaint Ref No.AHD-L-029-1617-0957

Date of Award: 23.03.2017

Policy No. 836459380

Mr. Tejas Dineshchandra Chaturvedi, the DLA had purchased three policies from the Life Insurance Corporation of India. This policy bearing No 832358455 Plan 111/25 was purchased on 28.03.1998. The DLA expired on 21.11.2014 due to Asphyxia due to drowning. The Respondent settled the basic sum assured under all the three policies and had repudiated the DAB claims under all the three policies. Aggrieved by their decision he had approached the Forum for settlement of DAB. Based on oral submissions of the parties, read along with documents on record it is observed that the cause of death as per the Postmortem report stated Asphyxia due to drowning. As per the Investigation report the DLA was an interior designer working with a private firm. The report stated that the DLA seemed to be mentally disturbed due to his family life. The Insured had boarded the Navjeevan express train on 22.05.2014 and how he was missing thereafter is not known? The complainant had filed a missing complaint of his son on 03.06.2014 stating that his son was missing from 23.05.2014. The final report stated that by inspecting the place of occurrence and enquiry the eye witnesses, it was observed that the deceased aged about 36 years left his home with unsound mind and reached Chennai and on 21.11.2014 tumbled down in the temple tank and lost his life. To pay an additional sum equal to the Sum Assured under the policy the clause states that accident benefit becomes payable only if the Life Assured sustains any bodily injury resulting solely and directly from the accident caused by outward, violent and visible means and such injury solely, directly and independently of all other causes result in

the death of the Life Assured. It further states that the Corporation shall not be liable to pay the additional sum referred to in (a) or (b) above, if the disability or the 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 Complainant had mentioned in the FIR that his son was under medication of mental stress and requested police to trace him. The Final Police Report stated that the Life Assured had left his home with unsound mind and reached Chennai on the Thiruvudanthai village, near Mamallapuram and on 21.11.2014 he tumbled down in the temple tank and lost his life. The Chennai police had made the DLA boarded in Navjeevan Express Train on 22.05.2014 and he got down in between on the way to his home. He was found dead in temple tank in South India after 6 months of this incident. There is enough circumstantial evidence to suggest that the death of the DLA was due to an accident caused by his insanity. Thus the decision of the Respondent is in order.

In view of the facts and circumstances the complaint failed to succeed.

Bengaluru Centre

Life Insurance – Death Claim Cases:

Complaint No.BNG-L-029-1617-0553 & 0554

Between Mrs. Lakshmi Devi D & Life Insurance Corporation of India

Award date 10.01.2017

Death Claim - Dismissed

The DLA had 3 policies with the Respondent Insurer, of which 1 policy has been settled invoking Section 45 of The Insurance Laws (Amendment) Act. In the other 2 policies (nos. 661726541 & 6618504438), the policies have run for 2 years 10 months and 9 days in respect of one policy and 1 month and 7 days in respect of the other policy.

The Respondent Insurer submitted the Medical papers procured from VIMS, Bellary of the DLA, clearly mentions him being a k/c/o of PTB which was diagnosed 5 years back and was treated with ATT for 6 months; was diabetic and was on insulin. This obviously was sufficient evidence to conclude that the DLA was aware that he suffered from Pulmonary TB prior to the date of the first proposal. The second policy had been obtained after ATT and there also, the DLA failed to disclose the same. There exists nexus between the cause of death and the undisclosed ailment as the same has been the secondary cause of death as noted in the hospital reports. It was also noted that the medical facts with regard to the DLA had come to light only by the investigation of the Respondent Insurer and the same was not shared by the Complainant to this Forum.

Insurance being a contract of utmost good faith, the Insured was bound to furnish correct information about his/ her health for obtaining life cover with the Insurer. Though the Complainant contested that the Life Assured remained healthy, the medical document from the hospitals proves existence of ailment and its treatment, thus establishing non-disclosure of material information regarding the health of the insured.

Hence, the Complaint was **Dismissed**.

Complaint No.BNG-L-029-1617-0586

Between Mr. Jayakumar Gurupad & Life Insurance Corporation of India

Award date 10.01.2017

Death Claim - Dismissed

The Complainant's wife secured a policy under Salary Saving Scheme from the Respondent insurer. She died on 17.05.2015. The Complainant, nominee under the policy preferred a death claim, and however, the same was repudiated by the Respondent Insurer on the alleged suppression of material facts while proposing for insurance.

The Respondent Insurer contended that the DLA died due to Advanced Carcinoma –Gall Bladder (suffering for 6 – 8 months), DM, Septicemia/Septic shock, as per the Claim form completed by Apollo BGS hospital, Mysore on her terminal illness prior to commencement of the policy. Since the existence of DM was said to be secondary to cause of death, which was an undisclosed ailment, there exists nexus between the two thus establishing deliberate concealment of material facts.

Insurance being a contract of utmost good faith, the Insured was bound to give correct information about his/ her health for obtaining life cover with the Insurers. Though, the Complainant contested that the DLA remained healthy etc. But on the face of irrefutable evidence placed before this forum it was decided not to interfere with the repudiation of the claim.

Hence, the complaint was **Dismissed**.

Complaint No. BNG-L-022-1617-0607

Between Mr. V Krishna Mohan Reddy & IDBI Federal Life Insurance Company Limited

Award date 12.01.2017

Death Claim - Dismissed

The DLA had availed a policy from the Respondent insurer but died within two years. The claim filed by the Complainant being the nominee under the policy, was however repudiated by the Respondent due to non-disclosure of material information by the DLA while proposing for the insurance.

The Respondent Insurer contended that since the death claim arose within two years, they conducted an internal investigation and found that the two proposals/policies for heavy sum on her own life submitted in 2011 & 2012 for ₹15.00 lakhs each of Birla Sun Life Insurance Co Ltd were rejected for discrepancy in KYC norms and Income proof. Had this vital information was shared by the DLA, the risk might not have been underwritten at all.

The Forum opined that the non-disclosure of the rejection of two previous proposals put up by the DLA for Sum Insured of ₹15.00 lakhs each by another Insurer despite specific question to that effect was definitely a deliberate suppression of information material to decision making. Therefore, the repudiation by the Respondent Insurer was found to be in order.

Hence, the complaint was **Dismissed**.

Complaint No. BNG-L-029-1617-0667

Between Mrs. Asha G & Life Insurance Corporation of India

Award date 12.01.2017

Death Claim - Dismissed

The DLA availed a policy with the Respondent Insurer, but died within one year from the DOC. The Complainant being the nominee preferred the death claim with the Respondent Insurer, however, repudiated the claim for concealment of information on PED while proposing for insurance.

The Respondent Insurer submitted that the claim occurred within the first year of the policy. A departmental investigation was conducted and it revealed that the DLA was hospitalised on two occasions at Kasturba Hospital, Manipal, for Cirrhosis of Liver with portal Hypertension with past history of alcoholism for 10-12 years and history of similar complaints in 2013. The terminal discharge summary had diagnosed Cirrhosis of liver as Ethanol related. Hence, there lied nexus between the undisclosed habit/ ailment and the cause of death. The above medical record which was prior to commencement of policy, was procured by the Respondent Insurer and produced herein as conclusive evidence to prove non-disclosure of material facts.

Insurance being a contract of utmost good faith, the Insured is required to furnish the correct information about his/ her health for obtaining life cover with the Insurer. Though the Complainant contested that the Life Assured remained healthy, the medical document from the hospitals prove existence of ailment/ habit prior to the date of proposal, thus establishing non-disclosure of material information.

Hence, the complaint was **Dismissed**.

Complaint No.BNG-L-041-1617-0665

Between Mrs. Anitha P Vernekar & SBI Life Insurance Company Limited

Award date 12.01.2017

Death Claim – Dismissed

The DLA had availed a life cover to the extent of his outstanding loan under a customised master policy availed by the loan providing bank from the Respondent to enable the bank recover the outstanding loan and interest in the event of the demise of the borrower. Following the death of the LA, the Complainant being the nominee had filed the death claim with the Respondent Insurer but the Claim was repudiated on the ground of suppression of material information by the DLA while proposing for the insurance cover.

The Respondent Insurer submitted that the death of the life assured occurred within a period of one month, eight days from the commencement of the risk under the above group policy. As such, they conducted claim investigation and found that the DLA was suffering from “Ischemic DCM, Severe LV Systolic Dysfunction”. The DLA underwent medical treatment at Kasturba Hospital, Manipal as an inpatient, which happened prior to the commencement of the policy. But, the DLA did not disclose this vital information in his Declaration of Good Health (DGH) while seeking the insurance. Hospital records were produced as evidence in support of their stand.

The repudiation of the claim by the Respondent on the ground of suppression of material information by the DLA, was very much as per the terms of the policy. Therefore, the forum had no scope to interfere with the decision of the Respondent Insurer.

Hence, the complaint was **Dismissed**.

Between Shri Marigowda V/s Aviva Life
Complaint no. BNG-L008-1617-0713

Award date 28.02.2017

The PH Died before the date of Commencement - Complaint Dismissed.

The Complainant being the nominee under the policy availed by his father, the deceased life assured, lodged a claim following the death of his father. However, the Respondent Insurer repudiated the claim on the ground that the Deceased Life Insured had in fact passed away before the commencement of the policy. However, the Complainant disputed that and approached this Forum for redress of his grievance.

The crux of the dispute was whether the death of the Life Assured had occurred during the period of the policy or before its commencement. The policy had been obtained in March, 2014 and the death of the Life Assured occurred on 11.07.2014. The claimant had produced attested copy of death certificate confirming the reported death from the Births and Deaths Registering Authority. However, the Respondent constituted an investigation into the claim as it was within a short period of the inception of the policy. The Investigation report brings out information that the DLA passed away in December, 2013, months before the commencement of the policy. The investigator also in support of his report obtained statements from the Anganwadi worker responsible for maintaining record of Births and Deaths of the village. He also obtained a letter from the President of Gram Panchayat. Apparently, a letter addressed by the Tahsildar to the investigator confirming the death on the reported date is produced by the Complainant. However, the 2 copies which have been adduced before this Forum as evidence by the Complainant appears to be different. Moreover, the Forum wonders as to why a Tahsildar being a Government Official would undertake an investigation at the behest of a private investigator of the Respondent. Under the circumstances, there are contradictory reports and findings which make difficult for the forum to come to a firm conclusion as to which one of the statement and declarations is authentic and which is the correct date of death of the DLA. This can be perhaps appropriately examined through the proper judicial process as it requires forensic intervention.

The Forum also wondered as to how a person with no specified, certifiable income could avail a long-term policy with an annual premium payment involving Rs. 80,000/- for a period of 10 years (sum assured Rs.10 Lakh). This reflects the very poor underwriting on the part of the Respondent Insurer that they could grant such a policy with huge sum insured for a person without any proper certifiable income. Nevertheless, the Forum refrained from passing an award for the aforesaid reason.

The Forum had been elaborated above had refrained from interfering with decision of the Respondent Insurer.

Hence, the complaint was **Dismissed**.

=====

Between Smt.Hampamma V/s MAX Life

Complaint no. : BNG-L-032-1617-0581

Award date 28.02.2017

Death Claim – PED - Complaint Dismissed.

The Complainant's husband had availed the policy but he died. The Complainant, being the nominee, filed the claim papers for settlement of the death claim. The Respondent Insurer repudiated the claim under Section 45(4) of Insurance Act for non-disclosure of material facts regarding pre-existing illness. The premiums were refunded to the Complainant. Aggrieved with the decision of the Respondent Insurer, the Complainant approached this Forum and prayed to direct the Insurer for settlement of the death claim in full.

Since death occurred within 9 months of issuance of the policy, Section 45 of the Insurance Act was applied and an investigation was conducted by the Respondent Insurer. The investigation revealed that the DLA was a known case of Dilated Cardiomyopathy with left ventricular Ejection fraction 32% with pulmonary Koch with bilateral pleural effusion with hepatomegaly with renal calculi as per Hospital Case Sheet (incidentally which was prior to the date of the proposal) obtained from Narayana Institute of Cardiac Sciences, NH Health City, Bommasandra Industrial Area, Bengaluru. A photo copy of the hospital case sheet was also submitted. The claim was repudiated on the ground that this material information, which was not disclosed in the proposal by the DLA. The premium was refunded through EFT. They prayed that given the facts and circumstances of the case, the complaint being devoid of any merits, be dismissed.

The Complaint emanated from the repudiation of the death claim by the Respondent on the ground of suppression of pre-existing diseases of the DLA while he proposed for availing insurance. The Respondent had come up with the records of treatment from the hospitals pertaining to the DLA's heart and lungs ailments prior to the commencement of the risk. Such material information which necessarily had to be revealed to the Insurer was however not declared by the DLA in the proposal form. As per policy provisions, no benefits of the policy realises if there is suppression of material information. The Forum, therefore, found no reason whatsoever to intervene on behalf of the Complainant under the given circumstances and the decision of the Insurer was found to be in order.

Hence, the complaint was **Dismissed**.

=====

Between Smt. A V Geetha Bai V/s Life Insurance of India

Complaint no. : BNG-L-029-1617-0780 TO 0789

Award date 28.02.2017

Case of Accidental Benefit – under the influence of alcohol - Complaint Dismissed.

The Complainant's husband Shri S Jaganath (DLA) took 10 policies of various Plans from the Respondent Insurer. The DLA met with an accident while going on a motor cycle as a pillion rider and died. The Respondent Insurer rejected the claim for Accident Benefit under 9 policies stating that the DLA was under the influence of alcohol. Under one policy, Accident Benefit was not covered after premium paying term as per policy conditions. Aggrieved with the rejection of claim, the Complainant approached this Forum.

The Respondent Insurer in their SCN confirmed the issuance of all the 10 policies and death claim was registered on the death of Life Assured. The cause of death was accident. As per the Police Reports, on 01.01.2015 at 01.15 AM, the motor cycle on which the DLA was a pillion rider dashed with an auto-rickshaw. The DLA died on the way to hospital. They stated that both the police reports and forensic lab report, confirmed that (both) the riders of the vehicle had consumed alcohol and were in a drunken state.

The basic death claim was settled under all the above policies as per the policy conditions. In respect of a policy (Jeevan Surabhi Plan), the claim of Accident Benefit was rejected for the reason that accident benefit was not covered after the premium paying term (PPT) of 18 years as per policy terms and conditions. PPT ended on 28.10.2014 and death occurred on 01.01.2015, hence, it was not payable. For other 9 policies, AB was rejected strictly as per the policy conditions as the DLA was under the influence of intoxicating liquor at the time of the accident/death.

The Respondent Insurer also quoted that as per policy terms and conditions under the Accident Benefit clause, Accident Benefit cover was excluded when death occurs while the Life Assured was under the influence of intoxicating liquor. Though, the DLA was a pillion rider, he had the knowledge of the person driving the vehicle was under the influence of liquor.

The basic issue in this dispute was whether the repudiation of the accident benefit under the policies was justified. The Respondent Insurer had put forth before this Forum that the Basic claim under the policy had already been paid, but the accident benefit under the policies was declined as per '10 (i) Accident Benefit Clause' of the policy conditions. As per the Police records, it was clearly established that the Deceased Life Assured was under the influence of alcohol at the material time of the accident. The Police records include a Forensic Certificate which confirmed the same. The Claimant had not produced any evidence before the Forum about disputing the Police records. Under the circumstances the Forum had no other option but to accept the decision of the Respondent Insurer to be as per the terms of the Policy.

Hence, the complaint was **Dismissed**.

=====
Between Smt. Shilpa Shidling V/s Exide Life Insurance Company Ltd
Complaint no. : BNG-L-025-1617-0599

Award date 28.02.2017

Complaint Dismissed.

The Deceased Life Assured Shri Yellappa Shidling, had availed the policy no. 02990227 from the Respondent Insurer, but within a few days he expired. The Complainant being the nominee under the

policy lodged the claim, which was repudiated on the ground of suppression information of pre-existing health condition while availing the policy. As her grievance was not redressed by the Respondent, she approached the forum for justice.

The duration of the policy between date of death of DLA and date of commencement of risk is just 19 days, as such internal investigation was arranged by the Respondent invoking Sec.45 of Insurance Act.

The claim has been repudiated by the Respondent on the ground that the DLA suffered from alcohol dependence syndrome and was under treatment several times for de-addiction and such information was not revealed while proposing for insurance. The suppression of material information pertaining to the health condition of the proposed life for insurance is a violation of the terms of the policy. The Respondent has adduced number of evidences in the form of hospital records to establish their contention and the forum has no reason to dispute that.

Moreover, the claimant during the course of the hearing also confirmed the ailment of the DLA two months prior to his death. Under the circumstances the forum has no opportunity to intervene in favour of the Complainant.

Hence, the complaint Dismissed.

=====

Complaint No.BNG-L-041-1617-0751

Between Ms. Shailaja & SBI Life Insurance Company Limited

Award date 02.03.2017

Death Claim – Dismissed

The Deceased Life Assured availed the membership under Group Insurance Policy from the Respondent Insurer. Upon death of LA, the nominee had submitted all necessary documents for settlement. But the Claim was repudiated on the ground of suppression of material fact while proposing for insurance.

The Respondent Insurer contended that the DLA availed risk coverage under Group policy “SBI Life RiNn Raksha” on the basis of membership form submitted by him. Since the death was within 6 months and 12 days from the date of commencement. They conducted the departmental investigation which revealed that the DLA was suffering from Diabetes Mellitus, Hypertension and Kidney Disease prior to the date of his signing membership form. The same was not disclosed in the membership form. On the ground of suppression of material facts, they repudiated the death claim and the premium was refunded. They submitted copies of Discharge Summary procured from St. John Medical College Hospital, Bengaluru as evidence of his illness.

Under the given circumstance, the Forum had no opportunity whatsoever to intervene in favour of the Complainant.

Hence, the Complaint was **Dismissed**.

Complaint No.BNG-L-041-1617-0808

Between Mrs. Savithri Cheluvappaji & SBI Life Insurance Company Limited

Award date 02.03.2017

Death Claim – Dismissed

The Deceased Life Assured availed a Group Insurance policy from the Respondent Insurer for the outstanding housing loan with State Bank of Mysore. Upon death of the DLA, the Complainant submitted all necessary documents required for the death claim to the Respondent Insurer for settlement. But the Claim was repudiated by them on the ground of suppression of material fact.

The death of DLA occurred within one month and ten days from the date of COI they conducted an internal investigation and found that the DLA was suffering from “Nephritic Nephrotic Syndrome, Severe Renal Failure, Uremic Syndrome, and Renal Biopsy done and undergone medical treatment at BGS Apollo Hospitals, Mysuru as an inpatient on two occasions, which was prior to the date of membership. The hospital discharge summary was submitted as evidence in support of their stand. The DLA did not disclose the PED in his Membership form.

Since the repudiation of the death claim under suppression of health condition was substantiated by the concrete evidence, the Forum regrets its inability to intervene in favour of the Claimant.

Hence, the complaint was **Dismissed**.

Complaint No. BNG-L-009-1617-0813 & 814

Between Mr. Suresh H M & Birla Sun Life Insurance Company Limited

Award date 02.03.2017

Death Claim – Dismissed

The Deceased Life Assured had availed 2 policies from the Respondent Insurer, but within a few days he expired. The Complainant lodged the claim, which was repudiated by the Respondent on the ground of suppression of pre-existing health condition while availing the policy.

Since the date of death was just three months and 19 days from DOC, the Respondent Insurer conducted departmental investigation and it had revealed that the DLA was suffering from fatal disease and took treatment at Malnad Hospital and Institute of Oncology, which was prior to the date of proposal. The same was not disclosed by the DLA in the proposal form. They submitted a copy of the letter procured from the Hospital along with a notarized Affidavit duly sworn in by the DLA stating that she was under treatment from 01.06.2015 under Dr Roshan Rao for a fatal disease and with a request not to disclose her disease and treatment details to anyone except her husband during her life time or after her death.

Whereas the Respondent had come up with substantive evidence in the form of Hospital Records, the very fact that she had undergone treatment in an Oncology Centre prior to the inception of the policies clearly establishes the suppression of such material information while proposing for insurance. Under the circumstances the Forum found no scope to find fault with the decision of the Respondent Insurer.

Hence, the complaint was **Dismissed**.

Between Smt. Nagamma Sriramula V/s HDFC Standard Life

Complaint no. : BNG-L-019-1617-0753

Award date 03.03.2017

Date of death is prior to commencement of the policy - Complaint Dismissed.

Shri Chinna Shriramula availed the policy (SA Rs.10 Lakh) from the Respondent Insurer. On his death, the Complainant, being the nominee under the policy filed the death claim with the Respondent Insurer. As it was an early claim, the Respondent Insurer conducted claim investigation and repudiated the claim for the reasons that the DLA was a BPL card holder and his income was less than the declared income, and premium payment was done by a third person. The Complainant did not agree with the repudiation, therefore, approached this Forum for redress of her grievance.

During personal hearing, the Complainant reiterated that her husband was in good health but he died suddenly due to heart attack, he went to bed after dinner but did not get up in the following morning. She came to know that he died in his sleep.

The Respondent Insurer submitted that the DLA died within 10 months and 13 days from the date of commencement of risk and as the sum assured was ₹10 lacs, applying Section 45 of Insurance Act, they conducted investigation of the claim. During their internal investigation, they observed that he was also known as Shri. Sriram Anthony and died on 22.11.2012, which was prior to the issuance of the said policy i.e. 25.03.2014. His burial took place as per Christian formalities and the same was registered in the burial register of 'Church of South Karnataka Northern Diocese'. They submitted a photocopy of the Burial Register in support of the same. The Respondent reported that they visited the burial ground and took photographs, but the portion of the plank displaying the date of death was broken and in all the photographs where dates were available were removed in front of him and was shown photographs without dates and hence, the date was not found. A care taker at the Church told that the insured Shri. Sreeramula Chinna Ankaiah and Sriram Anthony were one and the same. The Complainant also agreed that her husband was also known as Shri. Sriram Anthony and his burial took place in the Christian (CSI) burial ground.

Further, the Respondent informed that the proposal was sourced from Ahmedabad, the place from which the ITRs were filed just 5 days before the date of proposal as the place of filling was shown as Ahmedabad, also the bank a/c no shown in the ITR is ADC Bank, Ahmedabad, with different MICR no. 000000000 and a/c no.. All these raise doubts that the death claim was a pre-planned activity.

Since the Respondent Insurer has initiate criminal action against the concerned which they confirmed vide their letter dated 03.03.2017 the complainant had no locus standi any more so far as this forum is concerned; hence, was to be dismissed as per the section 13 (3) (c) the RPG Rules, 1998.

Hence, the complaint was **Dismissed**.

=====

Complaint No. BNG-L-036-1617-0811 & 0812

Between Mrs. Suvarna & Reliance Nippon Life Insurance Company Limited

Award date 07.03.2017

Death Claim – Allowed

The Deceased Life Assured (DLA) availed 2 policies from the Respondent Insurer, but he died of heart attack at his residence a few months after. The Complainant submitted all the required claim papers to the Respondent Insurer, but she did not get any reply from them.

The Respondent Insurer stated that they have called for investment proofs for the amounts mentioned in ITRs to ascertain the income and occupation of the policyholder, which was not responded by the Complainant till date.

The Forum did not see any reason why the Respondent Insurer would enquire about the investment details of the DLA. They had also not taken any steps to look into the other aspects of a close proximity claim which normally they should have already done. However, this Forum allowed the Respondent more time to look into the claim more thoroughly and come up with the appropriate defence if any. Despite allowing the time the Respondent failed to produce any evidence of substance for non-settlement of the claim. Under the circumstances the Forum directed the Respondent to process and settle both the claims without any further delay.

Hence, the complaint was **Allowed**.

Complaint No. BNG-L-033-1617-0741

Between Mrs. Premavva Saidappa Ballari & PNB Metlife India Life Insurance Company Limited

Award date 07.03.2017

Death Claim – Allowed

The Deceased Life Assured had availed a policy from the Respondent Insurer. On his death, the Complainant submitted the required documents for the death claim to the Respondent Insurer but the claim was repudiated for nondisclosure of his previous medical history while proposing for insurance.

The Respondent Insurer contended that the DLA was suffering from Tuberculosis since 6 months prior to his death, which was prior to the date of the proposal. The same was not disclosed in the proposal form by the DLA. In support of their decision they have adduced before this Forum as evidence a copy of the Treatment Card issued by the TB Unit Kundagol. Whereas, this evidence suffers from a major deficiency as the name reflected on the Treatment Card was of one Shri. Sadananda whereas, the deceased in all other records was referred as Shri. Saidappa. Even though the residential address as well as the father's name was the same, the Forum still cannot accept a different person's treatment card as evidence for repudiating the claim. It could be very much possible that the DLA had other siblings with name as Shri. Sadananda. Therefore, the other details would tally. Unless it was absolutely proven beyond doubt that the DLA had suffered from the decease and undergone the treatment, the Forum was inclined to give the benefit of doubt to the DLA's statement in the proposal form. Under the circumstances, the Forum observed the repudiation of the claim was not substantiated. During the course of the hearing the Representative of the Respondent requested the Forum for more time to substantiate their decision of repudiation with further evidences. The Forum was pleased to grant further time of three working days to adduce the evidence. However, after expiry of the period granted to them no substantive evidence was adduced before this Forum and therefore the Forum does not find any reason to change its decision. Under the circumstances, the Respondent Insurer was directed to settle claim without any delay.

Hence, the complaint was **Allowed**.

**OFFICE OF THE INSURANCE OMBUDSMAN
BHOPAL**

Case NO:BHP-L-036-1617-0262

Death Claim

Mrs. Shushila Bai V/S Reliance Life Insurance Co. Ltd.

Order No. IO/BHP/A/LI/0084 /2016-2017

Dated 24.10.2016

Facts - The policy bearing nos. 52267712, 52372457 were taken by Late Mr.Goverdhanlal, the husband of the complainant from the respondent company on his own life. The Life assured died on 19.11.2015. The complainant lodged death claim before the respondent company which was repudiated by the respondent on the ground of non-disclosure of material facts about previous illness.

The respondent in its SCN/reply contended LA died on November 19,2015 after a period of about 5 months from the date of issuance of the first policy. During investigation, it was found that LA had undergone Suputum Test on May23, 2011 and underwent treatment from September24 of Pulmonary Tuberculosis and Anemia that lasted for six months but LA had not disclosed his pre-proposal medical condition/diagnosis/treatment at the proposal stage. Hence claim was repudiated on the ground of non discloser of material facts.

Findings & Decision

The DLA Mr. Goverdhanlal expired within 2 months of taking the policy. The Respondent produced documents as per which the DLA was taking treatment for T.B. as on 30.03.2012 from Dr.G.S.Dhawan, Asst.Surgen District Hospital, Ujjain. In the proposal form question no.30 to 33 were specifically on the issue of treatment during last 5 years and also whether suffered from T.B. at any time all these questions were answered in negative. The claim was rightfully repudiated on the ground of non discloser of material facts. Hence, complaint stands dismissed.

Award/Order : Dismissed.

Case NO:BHP-L-009-1617-0312

Death Claim

Mr. Narayan Shah V/S Birla Sun Life Insurance Co. Ltd.

Order No.IO/BHP/A/LI/0083/2016-2017

Dated : 24.10.2016

Brief Facts of the Case -

The complainant's son Mr. Raju Shah had taken the policy Nos. **005931126, 006081821** from the respondent company. After the death of his son Mr. Raju Shah on 15.08.2015, the complainant lodged the death claim before the respondent company which was repudiated by the respondent company stating that the life assured is alive.

The respondent in the SCN/reply contended that death claim has been submitted after one month and 10 days of the date of alleged death. Investigations were conducted which established that the LA had never died and is fit, healthy and living with his family members and death certificate produced by the complainant in support of his claim is fake. Investigator has also procured video evidence. Hence claim was repudiated.

Findings & Decision

The claim relates to death of complainant's son Mr. Raju Shah. The company's investigator has given an affidavit stating that he observed several oddities and irregularities in the case. He has claimed that LA Raju Shah is alive and during investigation he met Mr. Raju Shah. Based on his immediate direct inquiry as well as the inquiry made from the neighbors, he has given a clear finding that the LA is still alive.

Thus, the basic fact of the death of LA itself is in dispute, which requires evidence (oral and documentary) for proving the above facts. This Forum has no jurisdiction under the RPG Rules 1998 to find out facts on this issue. In view of these circumstances, the complaint stands dismissed.

Award/order : Dismissed

Case NO:BHP-L-029-1617-0270

Death Claim

Mrs. Anita Thakre V/S Life Insurance Corporation of India

Award Dated 28.10.2016

Facts - The policy bearing no. 352882516 was taken by Late Mr.Jagdish Thakre, the husband of the complainant on his own life. The Life assured died on 01.10.2015. The death claim was lodged before the respondent company which was repudiated by the respondent on the ground of non-disclosure of material facts about health.

The respondent in its SCN/reply contended that the DLA had taken leave from 04.11.2011 to 30.11.2011 due to Electric burn accident while working on govt. duty and this fact is not disclosed at the time of taking insurance. DLA has suffered 54% electric burns and has been diagnosed as PCB Rt Axillia. It is further contended that as per DMR, he required deformity questionnaire and special reports. Hence claim was repudiated on the ground of suppression of material facts.

Finding & Decision:

DLA Mr. Jagdish Thakre was seriously burned (54%) on 04.11.2011 and was on leave from 04.11.2011 to 30.11.2011. These facts were not disclosed in the proposal form against question no.11(a),(b),(c) and (g) all these questions were answered in negative which is not correct. Repudiation is proper. Thus complaint stands dismissed.

Award/Order: Dismissed

Case NO:BHP-L-029-1617-0269

Death Claim

Mrs. Pramila Kaswa V/S Life Insurance Corporation of India

Order No. IO/BHP/A/LI/0094 /2016-2017

Dated 21.11.2016

Facts- The Policy nos. **342802972, 342802522, 343390654, 346220002, 347375915** were taken by Late Rajendra Kaswa, the husband of the complainant from the respondent company on his own life. The Life assured died on 12.09.2015 in an accident. The complainant submitted claim papers to the respondent company but the in aforesaid first four policies respondent company paid only death claim amount and repudiate the accident benefit claim and in last policy the respondent not settling the death claim and accident benefit claim.

Findings & Decision

As per the copy of investigation report dated 18.12.2015 conducted by ASP, Jhabua and the FIR dated 12.09.2015, the DLA died on 12.09.2015 in an explosion. As per these reports the DLA was involved in dealing with explosive without any license and because of explosion on 12.09.2015 78 persons died and 79 were injured alongwith damage to many vehicles and the property in which the explosive were stored. The illegal business of dealing in explosive was not declared at the time of taking up five policies. Four policies were more than 3 years old and the basic sum assured have already been paid. The fifth policy was about one and half year old. The death claim was totally repudiated in respect of the last policy and the accident benefit was also repudiated in respect of the 4 policies because of above mentioned facts. The repudiation is proper. Hence complaint stands dismissed.

Award/Order : Dismissed

Case NO:BHP-L-041-1617-0404

Death Claim

Mr. Kranti Kumar/ Ajit Singh V/S SBI Life Insurance Co.Ltd.

Order No. IO/BHP/A/LI/0102/2016-2017

Dated 28.11.2016

Facts : The complainant stated that the policy No. 70000001001 was taken on the life of late Abhishekh to commensurate the risk of education loan from SBI Life Insurance Co. Ltd. after the death of life assured he claimed for waiver of education loan. The Respondent refunded the premium amount of Rs 1851/-to him and repudiated the claim. He made several request before the Respondent Company but no satisfactory reply was given by them.

The respondent in the SCN/reply contended that The DOC of insurance cover was 28.09.2012 and the DLA died on 27.09.2012 i.e. prior to the date of commencement of the insurance cover, hence claim was repudiated being “Unconcluded Contract as on date of death of the DLA”. Later, on receipt of the representation from the complainant claim review committee decided to access the claim and during the assessment of the claim it was revealed that DLA was suffering from Nephrotic Syndrome prior to the date of commencement of the insurance cover. Hence the claim was repudiated due to suppression of material facts.

Findings & Decision

In this case, the proposal form was submitted to the master policy holder State Bank of India on 17.08.2012. There was delay on the part of State Bank of India. The proposal was received late by the respondent company and it issued the policy document on 28.09.2012. In the meantime DLA expired on 27.09.2012. The first ground for repudiation that the DLA died prior to date of insurance cover, is not valid as all the documents were completed and submitted to master policy holder on 17.08.2012 i.e. 41 days before the date of death. However, the Respondent has also raised the second ground that the DLA was suffering from Nephrotic Syndrome before the date of commencement as per prescription dated 10.06.2012 from Dr. R.L.Hospital. The same was not disclosed in the proposal form. The repudiation on IInd ground is proper. Hence, complaint stands dismissed.

Award/Order : Dismissed

Case NO:BHP-L-019-1617-0434
Claim

Death

Mrs. Kamla Bai V/S HDFC Standard Life Insu. Co. Ltd
Order No.IO/BHP/A/LI/0114/2016-2017

Dated : 01.12.2016

Facts - The policy no.16757193 was taken by Late Kamal Singh Jajha , the husband of the complainant from the respondent company on his own life. The Life assured died on 05.02.16. The complainant lodged the claims before the respondent company which was repudiated by the respondent on the ground of non-disclosure of material facts about occupation and income. The complainant approached the grievance cell but her grievance was not redressed.

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 occupation and income is found to be false. Hence claim was repudiated on the grounds of non disclosure of material facts.

Findings & Decision

It is a case of early claim. The claim was repudiated on the ground that the occupation and income details were false. The Life assured has submitted the copies of ITR for assessment year 2012-13 to 2014-15 in support of his disclosed income around Rs. 2.00 lacs per annum. The respondent company also claims that the life assured has taken 6 policies from different companies with total sum assured totalling to Rs. 53.25 lacs. However, the Respondent company failed to substantiate the same. In fact one of the policy mentioned no 10207983 from AVIVA Life Insurance Company was found to be not issued as declined due to signature mis-matched. The Complainant on the other hand repudiated the claim made by the company and stated that there is no policy, other than present one. The repudiation by the Respondent company is not based on the material evidence. Thus, it is awarded that respondent company shall pay the death claim of Rs. 11,50,000/- to the complainant as full and final settlement of the grievance complaint.

Award/Order : Allowed

Case NO:BHP-L-029-1617-0377

Death Claim

Mrs Sampat Bai Jatiya V/S L.I.C. of India

Order No. IO/BHP/A/LI/0117/2016-2017

Dated : 02.12.2016

Facts: The complainant stated that the policy no. 347426147 was issued on life of Late Shri Kamal Chand Jatiya by LIC of India on 28.11.2013. He died on 22.09.2014 due to heart attack. After the death of life assured she has submitted the claim papers along with another 3 policies. The Respondent paid the death claim in other 3 policies but not settled the claim under this policy and repudiated the claim on the ground of suppression of material fact about mention of these policies while taking this policy. He made several request before the Respondent Company but no satisfactory reply was given by them.

The respondent in SCN stated that the DLA had suppressed material facts about of his previous policies which affect the decision of underwriting. Hence, claim repudiated.

Findings & Decision

The DLA Mr. Kamal Chand Jhatia, had taken 3 policies in October 2012 for total SA Rs. 2.35 lakhs, after medical examination. The fourth policy for SA for Rs. 1 lac was taken with effect from 28.11.2013. The total SA exceeding Rs. 2 lacs, medical examination was required. In

the proposal form the DLA did not disclose the earlier three policies resulting in issue of this policy without medical examination. The respondent company has paid Basic Sum assured in respect of earlier three policies and repudiated the claim for fourth policy on the ground of non-disclosure of material facts. The repudiation is proper. Hence, complaint stands dismissed.

Award/Order : Dismissed.

Case NO: BHP-L-041-1617-0414

Death Claim

Mrs Krishna Bai V/S S.B.I. Life Insurance Co. Ltd.

Order No.IO/BHP/A/LI/0113/2016-2017

Dated 01.12.2016

Facts - The Complainant stated that the policy no 56068179706 was issued on the life of her husband. The life assured expired on 26.05.2014, hence submitted claim papers. The Complainant alleged that the respondent has not settled the death claim for full sum assured on the ground of suppression of material fact about health.

The respondent have stated in their SCN that the DLA had history of hospitalization/treatment for Chronic Kidney Disease and was taking haemodialysis twice in a week and was also admitted in Bhandari Hospital & Research Centre Indore from 14.05.2013 to 11.06.2013 and was suffering from CKD, Anemia, Hepatitis C, HTN. These material facts were not disclosed in the proposal form for insurance dated 26.12.2013, hence in view of the documentary evidences lawfully repudiate the claim and prayed for dismissal of the case.

Findings & Decision

As per discharge summary dated 04.11.2011 from Bombay Hospital, Indore, the DLA was suffering from Cronic Kedney Disease, HTN and Anemia. None of these problems were described in proposal form while taking the policy. The repudiation done on the ground of pre-existing disease and suppression of material fact is proper. Hence, complaints stands dismissed.

Award/Order : 01.12.2016

Case NO: BHP-L-017-1617-0315

Death Claim

Mrs Suman Verma V/S Future Generali India Life Insurance Co. Ltd.

Order No.IO/BHP/A/LI/0115/2016-2017

Dated 01.12.2016

Facts - The Complainant stated that the policy no 01016121 and 01016123 were issued on the life of her husband. The life assured expired on 21.03.2016, hence submitted claim papers. The Complainant alleged that the respondent has settled the death claim of policy no 01016123 being small amount, but not paid in other policy so far, on the ground that correct and complete papers are not submitted by her.

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 3 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 was suffering from brain tumor was taking treatment and was also admitted in hospital from 24.10.2010 to 01.02.2010 for the same which he has not disclosed. Hence claim was repudiated on the ground of non disclosure of material facts.

Findings & Decision

As per the prescription dated 27.01.2010 from Sir Gangaram Hospital, and dt. 18.06.2010 from Dr. R.K. Jain, Head of Gasentrologists Gandhi Medical Hospital Bhopal, the DLA was suffering from miligement brain tumor and had undergone chemotherapy. The same was not disclosed in the proposal form while taking the policy. The repudiation is just and fair. Hence, complaint stands dismissed.

Case NO: BHP-L-029-1617-0314

Death Claim

Mr. Sourabh Jain V/S LIC Of India.

Order No. IO/BHP/A/LI/0118/2016-2017

Dated 02.12.2016

Brief Facts of the Case: The complainant's father was having a money back policy no 201185716 with DOC 28.12.2003, Table/Term 75-20 for sum assured Rs 51000/- After the death of his father he claimed for policy payment. The Respondent Paid less amount to him. He made request for difference of amount before the Respondent Company but no reply was given by them.

Findings & Decision

During the course of hearing, it was found that the policy was in lapse condition and the last premium was paid in December 2010. The respondent company has correctly worked out the paid up value and accumulated bonus. The complainant was earlier paid survival benefit amount in the year 2008. The paid up value alongwith accrued bonus has already been paid by the respondent company. The amount payable calculated by complainant is without any basis. Hence, complaint stands dismissed.

Award/Order : Dismissed

Case NO:BHP-L-029-1617-0418

Death Claim

Mr. Amarlal Dalani V/S L.I.C. of India

Order No. IO/BHP/A/LI/0119/2016-2017

Dated 05.12.2016

Facts : The complainant nominee under the policy no. 351895350 stated that the captioned policy was taken on the life of Smt. Kiran Amarlal alongwith accidental benefit from LIC of India on 01.04.2000. She has fall down form staircase at her own house on 31.01.2015 and died on 19.02.2015 at hospital. After the death of life assured he has submitted the claim papers. The Respondent paid the basic sum assured to him on 28.05.2015 but not settled the accidental benefit claim so far. He made several request before the Respondent Company but no satisfactory reply was given by them.

The respondent in letter dated 30.11.2016 have informed that competent authority has admitted DAB claim for amount of Rs.600000/- and payment has also been made on 21.11.2016 through NEFT to the complainant.

Findings & Decision

The life assured expired on 19.02.2015 in an accidental death. The basic sum assured Rs.10 lakh was paid in April, 2015. The DAB amount of Rs.6 lakh (instead of Rs.10 lakh) was paid on 30.11.2016. The respondent produced original policy and proposal review slip in which it is clearly endorsed that the double accident benefit is restricted to Rs.6 lakh. The premium amount of

Rs.600/- for DAB has also been charged on SA Rs.6 lakh. Therefore the DAB amount of Rs.6 lakh has been rightly paid.

The second issue is about delay in payment. All the requisites documents were submitted on 26.08.2015 i.e. 6 months after the death of LA. The respondent argued that the investigation took time resulting in delayed payment. Once the amount has been found payable, the same has to be paid with interest. Allowing one month processing time after submission of paper, the respondent should pay interest w.e.f. 01.10.2015 to 30.11.2016. Thus, it is awarded that the respondent company shall pay interest on DAB amount Rs.6,00,000/-w.e.f. 01.10.2015 to 30.11.2016 @8% p.a. to the complainant as full and final settlement of the grievance complaint.

Award/Order : Allowed

Case NO:BHP-L-029-1617-0431

Death Claim

Mrs. Siya Kushwaha V/S LIC of India.

Order No. IO/BHP/A/LI/0125/2016-2017

Dated 08.12.2016

Brief Facts of the Case: The policy No. 355604600 was taken by the complainant's husband. The life assured expired on 27.02.2015. After the death of her husband, she lodged the death claim before the respondent. The Respondent has repudiated the death claim on the ground of suppression of material fact about his illness at the time of revival of policy. She made request for reconsideration before the ZO CRC Respondent Company but decision was upheld by them.

The respondent in its SCN/reply contended that claim was repudiated on the basis of suppression of material fact at the time of revival.

The DLA had paid 14 quarterly premiums of Rs.893/-. The policy was in laps condition for non payment of four quarterly premiums, which were paid on 19.09.2014 and the policy was revived. The complainant stated that the premium amount was being regularly given to the agent, who did not deposit the same in time. As per papers on record, the DLA was suffering from Cancer and was undergoing Chemotherapy before revival date 19.09.2014. The same was not disclosed at the time of revival. Looking to the circumstances and the economic condition of the

complainant it appears just and proper to allow an exgratia payment of Rs.12,500/- invoking the provisions of Rule 18 of RPG Rules 1998. Thus it is awarded that that respondent company shall pay Rs.12,500/- (Rs. Twelve thousand five hundred) to the complainant as full and final settlement of the grievance complaint.

Award/Order : Allowed on Exgratia

COMPLAINT NO: BHP-L-008-1617-0502

Repudiation of Death Claim

Mrs. Anita Gupta

V/S

Bharti AXA Life Insurance Co. Lt

ORDER NO.IO/BHP/A/LI/0144/2016-2017

Dated: March 20th , 2017

Brief Facts of the Case –A policy bearing No. 501-2814637 was taken by Late Pramod Prasad Gupta, the husband of the complainant from the respondent company on his own life. The Life assured died on 06.02.15 due to heart attack.. The complainant lodged the claims before the respondent company which was repudiated by the respondent on the ground of non-disclosure of material facts about illness. The complainant approached this forum for relief of payment of death claim.

The respondent 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 6 days after signing the proposal, so respondent initiated an investigation into the death claim. The investigation revealed that the life assured had been suffering from several abnormalities (T wave inversion in lateral leads, lateral wall ischemia) which is prior to the date of proposal. Further their verification revealed that the life assured had applied for multiple policies with different life insurance companies but not disclosed in the proposal form. Hence claim was repudiated on the basis of non disclosure of material facts and prayed for dismiss the case.

Findings and Decision:

The complainant was absent and none appeared on her behalf. The case is dismissed in default.

Award/Order : Dismissed

Case NO: BHP-L-036-1617-0374

Death Claim

Mr Raghuvver Singh

V/S

Reliance Life insurance Co. Ltd

ORDER NO. IO/BHP/A/LI/0168/2016-2017

Dated: March 20th, 2017

Brief Facts of the Case: The complainant's father was having a Rel classic plan-(II) Revised policy no 52391818 with DOC 14.10.2015, Term -20 for sum assured Rs 1000000/- The life assured has expired on 10.01.2016. After the death of his father, he has claimed for policy payment. The Respondent has repudiated the death claim on the ground of suppression of material fact about his occupation and income at the time of taking the above policy. The complainant has approached this forum for redressal of his complaint.

The respondent contended that the above mentioned policy was issued on the basis of proposal forms and benefit illustration duly signed by the complainant. It was further stated that the DLA had given wrong information about his income and occupation in the proposal form. But the correct information was not disclosed in proposal form in respect of occupation. The company refunded the deposited premium of Rs.25,000/- to the complainant vide NEFT on 13.05.2016.

Findings and Decision:

During the course of hearing, it emerged that the occupation of the DLA was wrongly declared at the time of taking the policy. He was a driver which was proved after the Insurance Company investigated after death. The Insurance Company could not substantiate with cogent and reliable documents that DLA had concealed the material facts with regard to his occupation, income proof. No investigation report and driving license of the DLA was tendered before the forum by the company to substantiate their contention. Even the proposal form produced by the company was incomplete. However, looking at the pecuniary condition of the family and the facts that the death was due to heart attack has no bearing on the non disclosure of his occupation. I therefore grant exgratia of @ 20% of the sum assured to the complainant.

Decision: Ex-gratia Allowed.

COMPLAINT NO: BHP-L-029-1617-0403

Repudiation of Death Claim

Mr Shailendra Singh Sharma

V/S

L.I.C. of India

ORDER NO. IO/BHP/A/LI/0167/2016-2017

Dated: March 21st , 2017

Brief Facts of the Case: The complainant's uncle was having a Jeevan Saral policy no 354480305 with DOC 28.12.2013, Table/Term 165-20 for sum assured Rs 500000/- The life assured has expired on 29.04.2014. After the death of his uncle, he claimed for policy payment. The Respondent repudiated the death claim on the ground of suppression of material fact about his illness at the time of taking the policy.

The respondent contended that the DLA was suffering from Sarcoma Cancer which was clearly stated in the CHS Cancer Hospital, Gwalior dated 10/11/2013 which was not mentioned in the proposal form. Cause of death was directly related to undisclosed disease. Hence, being a case of suppression of material facts, the claim was repudiated.

Findings & Decision)

From the record produced by the respondent company, it was clear that the DLA Mr. Data Ram Sharma was suffering from Cancer since 11.10.2013 prior to taking the policy i.e. on 28.12.2013 and expired within 4 months of the policy. The cause of death was directly related to the disease that he was suffering from prior to taking of the policy. The claim was rightfully repudiated on the ground of suppression of material facts and nondisclosure of the disease. In view of all these facts and circumstances, complaint stands dismissed.

Award/Order : Dismissed

Case No.BHP-L-032-1617-0477

Mrs. Koushlya Bai

V/S

Max Life Insurance Co.Ltd.

Order No.IO/BHP/A/LI/0150/2016-2017

Repudiation of Death Claim.

Dated: March 21, 2017

Brief Facts of the Case - A policy bearing no.8751117262 was taken by the complainant's husband by the respondent company. The DLA expired on 07.08.2015. Thereafter, complainant lodged death claim before the respondent but respondent company repudiated her claim and informed her that policy had been cancelled on 21.08.2013 on the ground of non disclosure of health status at the time of proposal and initial premiums were forfeited. The complainant approached this forum for natural justice.

The complainant stated that policy was taken in 2013 and he was not ill at the time of taking the policy, he died on 07.08.2015 due to acute pain in the chest. The insurer's representative stated that DLA was diagnosed Cancer on 15.10.2012 as per the investigation report and policy was taken in February,2013. The DLA died on 07.08.2015 due to Cancer which was not disclosed in the proposal form.

Findings & Conclusion

Since the policy was terminated in 2013 and the premium was also forfeited hence there was no insurance cover at the time of death in 2015. The complaint of complainant is dismissed.

Award/Order : Dismissed

Case No. BHP-L-025-1617-0457

Repudiation of Death Claim

Mrs. Jyoti Dhurve

V/S

CICI Prudential Life Insurance Co.Ltd.

Order No.IO/BHP/A/LI/0174/2016-2017

Dated: March 21, 2017

Brief Facts of the Case - A policy bearing No. 19401209 was taken by complainant's husband on pretext of single premium policy like FD. When he approached branch manager of the respondent for convert this policy into single or cancel the policy but branch manager misguided him by giving false assurance. The husband of complainant died on 13.08.2016. The respondent company paid only Rs.86266.37 as death claim.

The respondent in the SCN/reply have contended that the above mentioned policy was issued on 29.07.2015 on the basis of proposal forms and benefit illustration duly signed by the complainant. The Life Assured expired on 13.08.2016 and death claim was lodged. It is further stated that careful evaluation of the medical records obtained during the claim assessment and it was noted that the LA had undergone Histopathology-biopsy report which was suggestive of malignant small round cell tumor with metastatic deposits of small cell carcinoma and again undergone histopathology reports on December, 2014 which was suggestive of high grade malignant tumour with partial crushing artefacts and relative poor preservation of tissue morphology, but DLA had not disclosed his medical adversities at the time of availing policy. The company denied the claim and paid only Rs.86,266.37 saying that policy was in lapsed condition due to non-payment of second premium.

Findings & Conclusion

During the course of hearing, it was established that the DLA was ill prior to taking the policy which was not disclosed at the time of taking the policy. It was a case of suppression of material fact and non disclosure of illness, hence case dismissed.

Case No.PHP-L-029-1617-0494

Death Claim

Mrs. Meera Bai

V/S

Life Insurance Corporation of India

Order No.IO/BHP/A/LI/0162/2016-2017

Dated: March 21st, 2017

Brief Facts of the Case - A policy bearing no.374042067 was taken by the complainant's husband from the respondent company under salary saving scheme. The DLA expired on 04.02.2014. Thereafter complainant lodged the death claim before the respondent company which was repudiated on the ground that policy was in lapse condition at the time of death of policy holder. Being aggrieved by the action of respondent company, she approached this forum for redressal of her grievance.

The respondent contended that they have received monthly premium Rs.1914/- from January 2013 to October 2013. DLA died on 04.02.2014 and at the time of death, policy was in lapsed condition, hence nothing is payable.

Findings & Conclusion

During the hearing and as per the available material on record, it has been found that the policy was under lapsed condition on the date of death of the DLA. Keeping in view the pecuniary condition of the complainant, it is awarded that the respondent shall refund the full premium paid against the policy.

Award/Order :Allowed

BHUBANESWAR OMBUDSMAN CENTRE

Complaint No-BHU-L-029-1617-0159 Death claim

Mr. Prafulla Mallick Vrs M/S. LIC of India, Cuttack,

Award dated 26th October,2016,

The complainant's wife took the aforesaid policy from the OP on 10-05-2012 having SA of Rs.2,00,000/- & paid 2 premiums, but died on 17-11-2013 due to ulcer. OP without proper inquiry repudiated the death claim. On appeal to reviewing officer it was also upheld. Being aggrieved, the complainant who was the nominee approached this Forum for Redressal. On the other hand, OP filed SCN and pleaded that the policy was booked by Smt Sabita Mallik on 28.05.2012, commencement of the policy being 10.05.2012. She died on 17.11.2013, due to carcinoma stomach & duodenal ulcer. On 06.06.2012 Dr Sushanta Kumar Nayak noticed "duodenal ulcer" & the discharge summary given by Shanti Memorial Hospital, Thoriasahi, Cuttack reflected intermittent blood vomiting since 1 year. Since the DLA fraudulently suppressed correct information and put the insurer in dark and the policy was accepted with utmost good faith, the competent authority repudiated the death claim on the ground of suppression of material facts. Therefore, OP prayed for outright dismissal of the complaint.

After a careful scrutiny of the available papers it is seen that the Life Assured Sabita Mallick submitted proposal on 28.05.2012 to take the policy. Column 11 of the proposal form relates to personal history of the Life Assured. She showed her usual state of health as good. At this juncture a prescription granted by Doctor Susanta Kr Nayak on dated-06.06.2012 is produced from the side of OP. The said prescription indicates that the life assured was suffering from old duodenal ulcer. For the sake of argument let us concede that the diagnosis of the doctor is true and correct. Then the life assured cannot be held guilty for suppression of material facts regarding her health as the prescription relates to post proposal period. Even though the disease was opined as old one, She cannot be held responsible for suppression as because the record lacks any proof to the effect that she was well aware about her disease before submission of proposal. Had the OP produced any medical paper relating to pre-proposal period then the position would have been otherwise. Peculiarly enough, the OP has utterly failed to lay down any proof that the LA was aware about her disease before submission of proposal. The discharge summary of the Santi Memorial Hospital is with regard to hospitalisation of the LA from 12.07.2013 to 29.07.2013. As such, it is of no use. Since the record is devoid of any evidence that the life assured deliberately suppressed her health condition and gave incorrect information in the proposal, the plea of the OP cannot be countenanced. Now it is abundantly clear that the life assured Sabita Millick died of Ulcer during the policy period. Her husband is the nominee under the

policy and as such, he is entitled to the death claim. In the result the OP is directed to pay appropriate death benefit as permissible under the policy to the complainant as early as possible.

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 under the policy is hereby awarded to be paid by the Insurer to the Insured, towards full and final settlement of the claim.

Hence, the complaint is treated as allowed.

BHUBANESWAR OMBUDSMAN CENTRE

Complaint No-BHU-L-006-1617-0161 Death claim

Mr. Nityananda Nahak Vrs M/S. Bajaj Allianz Life Ins.Co.Ltd.,

Award dated 07th Nov,2016,

The complainant's father Kelu Nahak took the aforesaid policy from the OP on 30.05.2013 with annual premium of Rs.15,064/-for 15 years , SA being 1,90,000/-. Unfortunately, he died on 23.03.2015 due to heart attack. Being the nominee, the complainant lodged a death claim. But the aforesaid death claim was wrongly repudiated stating misstatement of age & submission of fake certificate from school/gram panchayat. Complainant also lodged review petition to Grievance Officer of the said company on 22.04.2016 but no reply was received. So he approached this forum for redressal of his grievance.On the other hand, OP submitted SCN and pleaded that the policy was for duration 659 days only, death being occurred on 23.03.2015. LA had one more policy 0304180543 having different nominee. DLA submitted a fake age proof, such as, SLC & GP birth certificate & under stated age by 19 years. DLA deliberately concealed material fact by understatement of age while taking insurance policy. Proof of fake signature was submitted along with SCN. Hence claim was repudiated by the OP.

I have elaborately gone through the documents placed before this Forum. The complainant's father Kelu Nahak took the aforesaid policy from OP on 30.05.2013 and expired on 23.03.2015 due to heart attack. The death claim was repudiated by OP due to understatement of age of DLA by 19 years at the time of proposal. On scrutiny of proposal and allied forms it is found that the proposal was accepted with DOB 01-01-1959 with non standard age proof of GP certificate. Subsequently, he submitted SLC with DOB 16-05-1959. Further, the complainant has submitted directly by post the PAN card of DLA where DOB is 01-01-1960 & voter card where birth year is 1958. All those age proofs reflect four different dates of birth of the same person. Now it becomes very difficult to decide which DOB of the DLA is to be believed and which one is to be discarded. The Headmaster of Seepakuda primary school, Ganjam endorses on the submitted SLC that it has not been issued by the said school. Last but not the least, the OP has submitted the photo copy of letter no.116 dated 18.01.2016 with IGNOAP statement which clearly indicates that the DLA has availed pension on 01.01.2010 at the age of 75 years. If it is true, then he was aged about 78 years when he took the policy in the year 2013. But in the relevant proposal he stated his age as 54 years. In fact, the policy requires maximum age of 65 years at the entry level. All these facts and circumstances make it clear that the DLA deliberately suppressed his actual age and did not fairly disclose the same in the proposal. Obviously, clause 6 of the policy conditions comes into play. The OP has rightly repudiated the death claim. Thus, the claim of the complainant deserves dismissal.

AWARD

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

BHUBANESWAR OMBUDSMAN CENTRE

Complaint No-BHU-L-029-1617-0155 Death claim

Mrs. Basanti Sahoo Vrs M/S. LIC of India, Cuttack

Award dated 21st Oct.,2016,

The complainant's husband took the aforesaid policy from the OP on 02.08.2011 for 10 years under plan 802 with SA 55,000/-. On his death, she lodged a death claim. Although death claim was repudiated by OP, the fund value was not also paid. So the complainant approached this Forum for Redressal. On the other hand, the OP filed SCN and stated that on death of the LA, the claimant Smt Basanti Sahoo submitted death claim. It was repudiated by OP for suppression of material fact regarding health which was also upheld by reviewing authority. However, OP allowed the fund value to be paid to the complainant, but it could not be paid immediately due to some machine error. Subsequently, it was paid her on 02-08-2016 amounting to Rs. 71,450/- through NEFT. So the complaint may be dropped.

On scrutiny of the available documents, it is found that the fund value of Rs.71,450/- has already been paid by the OP to the complainant on 02.10.2016 through NEFT. Perhaps that is why the complainant did not attend the hearing to ventilate her grievance since she had already got the fund value. In such a circumstance the complaint deserves dismissal.

AWARD

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

BHUBANESWAR OMBUDSMAN CENTRE

Complaint No-BHU-L-041-1516-0454 Death claim

Mrs. Damayanti Jena Vrs M/S. SBI Life Ins. Co.Ltd.,

Award dated 26th Oct.,2016,

The complainant's mother took the aforesaid two policies under Subha Nivesh Whole life Plan & SBI Life Smart Income Protect Policy from the OP on 20.03.2013 for a sum assured of Rs.1,00,000/- & 1,20,000/- respectively with an annual premium of Rs.9859/- & Rs. 10,401/-. Unfortunately, her mother died on 14.10.2013 at her own residence. The complainant then applied for death claim. But the OP did not pay the full sum assured amount and paid only Rs.19,964/ by remitting it to the complainant's Bank account on 01.09.2015. On enquiry it was told that the claim was repudiated on the ground of suppression of material fact regarding income and occupation of LA. So she approached this forum for Redressal. On the other hand, the OP filed SCN and pleaded that the complainant's mother took two policies of SA 1,00,000 & 1,20,000 on 20.03.2013 with premium Rs.9859/- & Rs.10,401/- respectively. The LA died on 14.10.2013 and thus two policies resulted in death claim after 6 months & 24 days. Being early claim, investigation was conducted & it came to light that DLA had grossly overstated her income as 1,20,000/- & misstated her occupation as business. A disproportionate insurance due to over stated income increases moral hazard with regard to insurable interest. A third party DD payment for first premium was also noticed during investigation with Andhra Bank Balugaon. So claim was repudiated on 02.09.2015 with return of premium.

I have elaborately gone through the documents placed before this Forum. It is found that the DLA took 2 policies from SBI LIFE on 20.03.2013 & died on 14.10.2013. The claim is repudiated by OP on the ground of mis-statement of occupation & over statement of income by showing occupation as rice selling business while she was a MNREGA worker as per BPL Survey report 2002. Further OP has calculated the remuneration for BPL group to be Rs. 30,000/- annually whereas income was stated to be Rs.1,20,000/ from business. The representative also argued that any disproportionate insurance will increase the moral hazard and a question arises with regard to insurable interest also. The above contention cannot be countenanced since the BPL survey report is of 2002 & policy is taken in 2013. Moreover, a MNREGA job card holder can do rice selling business for self maintenance & to increase her income level. The business as occupation and income has been ratified by Sri Dandapani Sahoo, sales representative, in his moral hazard report which forms the part of the proposal and acceptance. Insurable interest also does not play any role in the particular case. Taking above facts into consideration, this Forum is of the opinion that there is no suppression of material facts since the income & occupation mentioned by DLA in the proposal form has been confirmed through confidential report of sales representative. So the OP is very much liable to pay the death claim benefits as per terms and conditions of the policies to the complainant. Since she is the nominee under both the policies, the OP is hereby directed to pay her appropriate death claim benefits after deducting the premium amount (which it had paid earlier) without least delay. However, in this circumstances no interest on the death claim benefits as prayed for is payable.

AWARD

Taking into account the facts & circumstances of the case and the submissions made by both the parties during the course of hearing, appropriate death claim benefits as permissible under both the policies minus the amount already paid is hereby awarded to be paid by the Insurer to the Insured, towards full and final settlement of the claim.

Hence, the complaint is treated as allowed accordingly.

Complaint No-BHU-L-029-1617-0184 Death claim

Mrs. Namita Pradhan Vrs M/S. LIC of India, Cuttack,

Award dated 25th Nov,2016,

Dharanidhar Pradhan, (deceased) took a policy from LIC on 22.11.2012 for a sum assured of Rs. 3,00,000/=. Unfortunately, he died on 13.04.2013. When the nominee submitted her claim, it was not settled by LIC inspite of her reminder dated 22.10.2015, 21.11.2015, 29.03.2016. Finding no alternative she approached this Forum for Redressal. On the other hand, the OP submitted SCN on the date of hearing. It stated that the claim had already been approved & payment would be made as soon as claimant submitted DV & NEFT mandate.

I have gone through the documents placed before this Forum. Since the claim has already been approved by the insurer, there appears no good reason to go deep into the merits of the case. The insurer is advised to get the requirements completed as soon as possible from complainant and make payment of the death benefit to her in accordance with the policy conditions. The complainant has to comply with the requirements at the earliest possible. However, the RPG Rules do not provide for compensation for mental harassment and conveyance charges as claimed.

AWARD

Taking into account the facts & circumstances of the case and the submissions made by OP during the course of hearing, an appropriate death benefit as permissible under the policy conditions 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.

Complaint No-BHU-L-022-1617-0221 Death claim

Mrs. Kamodi Pani Vrs M/S. IDBI Federal Life Insurance Co.Ltd.,

Award dated 06th Dec,2016,

Late Sitanath Pani took a policy from IDBI Federal Life of sum assured Rs.9,90,369/- on 18.09.2013 & assigned it to IDBI Bank Ltd for a home loan of Rupees nine lakh. Unfortunately, due to heart problem he got admitted into Apollo Hospital on 09.04.2014 and died on 25.07.2014. Nominee Smt. Kamodi Pani, the present complainant, raised a death claim, but it was arbitrarily repudiated by the Insurer on the ground of suppression of material fact regarding health. So she approached this Forum for Redressal. On the other hand, the insurer filed SCN & pleaded that on the basis of proposal submitted by the life assured it issued the aforesaid policy on 18.09.2013. He died on 25.07.2014. Being an early claim an investigation was conducted. It came to light that the DLA was a known case of diabetes mellitus since 10 years & hypertension since 4 years. In spite of that he suppressed it and did not disclose the same in the proposal. So the insurer rejected the death claim.

I have elaborately gone through the documents placed before this Forum. As it appears, the deceased life assured submitted proposal on 29.08.2013 to take the policy. He stated therein that his usual state of health was good. Admittedly, he died on 25.07.2014. Before death he consulted with medicine specialist Dr K C Panda on 13.03.2013 & then Dr. G N Behera on 08.04.2014 when he got admitted into Apollo Hospital. Also he consulted with Dr. Sambit Das on 15.07.2014. Prescription dated 13.03.2013 clearly reflects that the DLA was suffering from diabetes & HTN. Prescription dated 08.04.2014 indicates that he was suffering from DM since 10 years & HTN since 4 years. The discharge summary & the death summary issued by Apollo Hospital make it clear that the life assured was a known case of DM & HTN. He was presented with complete heart block & acute LVF. Although he was suffering from DM & HTN before submission of proposal he suppressed it. In the result clause 6 of the general terms & conditions under the policy comes into play. As per the said clause the insurer has rightly refused the death claim. No infirmity in the action taken by the insurer is noticed. Hence the death claim is not tenable and is, therefore, 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-029-1617-0242 Death claim

Mrs. Surekhs Jena Vrs M/S. LIC of India, Bhubaneswar

Award dated 05th Dec,2016,

Deceased Jagannath prasad Jena was having 3 policies as mentioned above. He unfortunately died on 15.09.2012. Nominee Smt Surekha Jena, the present complainant, lodged death claim, but her claim was repudiated by the Insurer. So she went to High Court in a writ. But the Hon'ble court directed her to move to the Insurance Ombudsman. So she approached this Forum for Redressal. On the other hand, the Insurer submitted SCN and pleaded that the deceased had 3 policies out of which pol no. 587727634 was paid as per rule as a single premium policy. In case of other 2 policies the claim was early, duration being 1 year 9 months in case of pol. No. 587708042 & 2 years 6 months in case of pol No. 587577271. So Investigation was conducted. It came to light that the life assured was under treatment at Nilachala Hospital, Bhubaneswar from 19.01.2012 to 21.01.2012 for Diabetic Keto Acidosis Oesophagal candidiasis & hypertension. As per the DMR's opinion he must have been suffering from liver disease for last 5 years due to alcoholic drinks. But the DLA deliberately did not disclose his illness in the relevant proposals & suppressed such material fact regarding health. Hence, the claim was repudiated by the Insurer.

After a careful scrutiny of the available documents it is found that the deceased Life Assured submitted proposals on 26.03.2010, 22.12.2010 & 30.07.2011 to take 3 aforesaid policies from the insurer. In all those proposals he showed his usual state of health as good. It is quite apparent from the discharge certificate that he got admitted to Nilachal Hospital on 19.01.2012 & received treatment there till 21.01.2012. There he was diagnosed with DKA, Oesophagal Candidiasis & HTN. Entries in Claim Form B & B1 reflect that the DLA died on 15.09.2012 at Nilachal Hospital for cardio respiratory arrest. The treating doctor reveals that he detected ailment for the first time on 11.09.2012. No medical paper has been produced before this Forum to show that the DLA was suffering from disease before submission of proposals. In such circumstances I do not understand how the Divisional Medical Referee opined that the DLA was suffering from diabetes & other diseases during pre-proposal period. Since the Life Assured died during continuance of 3 aforesaid policies & since because the complainant is the nominee, the insurer is very much liable to pay her the death benefits under these policies without least delay. However, if it has paid any sum in the meanwhile the same shall be deducted at the time of final settlement of 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, appropriate death benefit as admissible under the aforesaid 3 insurance policies 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.

BHUBANESWAR OMBUDSMAN CENTRE

Complaint No-BHU-L-043-1617-0190 Death claim

Mrs. Kaincha Patra Vrs M/S. Sriram Life Insurance Co.Ltd.,

Award dated 30th Nov,2016,

The dead life assured Avimanyu Patra took a policy from OP on 10.08.2015 for 15 years term & SA Rs.7,00,000/-, premium being Rs.21,737/-. Unfortunately, he died on 16.08.2015. His wife claimed the SA being nominee, but OP repudiated the claim on the ground that LA was not having substantial income to maintain the policy & he was suffering from pre-existing health problem. Complainant also represented to

grievance officer of CRC on 17.05.2016 but without any reply. So she put forth her grievance to this Forum for Redressal. OP submitted SCN & stated that the policy holder died after 6 days of commencement of policy attracting claim investigation. Claim investigation revealed that the deceased was a BPL card holder having maximum income of Rs. 50,000/- per year & he was also ailing from epilepsy and tetanus since 5 years. The Insurer repudiated the claim on both the above grounds of mis-statement of income & suppression of material fact regarding health.

I have elaborately gone through the documents placed before this Forum. As it appears, the aforesaid policy was issued on the basis of proposal submitted on dated 31.07.2015. The life assured showed his annual income as 2.5 lacs & the source as business. The risk commenced on 10.08.2015. Only six days thereafter the LA died. Although the insurer alleges that the DLA was suffering from epilepsy & tetanus, no definite material has been placed to that effect. As regards the income of the DLA, a photo copy of the ration card has been produced. The complainant openly admits before this Forum that her husband was a BPL card holder & was earning his livelihood from agriculture. It is quite apparent from the press note of the poverty estimates as released by Govt. of India Planning Commission, the national poverty line using the Tendulkar methodology is estimated at Rs.816/- per capita per month for rural areas & Rs. 1000/- per capita per month in urban areas for 2011-12. Of course, these poverty line would vary from state to state because of inter-state price differentials. But here in this case the DLA who is admittedly a BPL card holder showed his income in the proposal as Rs. 2.5 lakhs. Clearly, this appears to be a misstatement of income. On the basis of declaration given in the said proposal the insurance contract becomes null & void for this inaccurate statement of income. In the result the complainant is not entitled to the present 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-021-1617-0287 Death claim

Mrs. Sabita Panda Vrs M/S. ICICI Pru Life Insurance Co.Ltd.,

Award dated 30th Dec,2016,

The deceased Life Assured Shantanoo Panda took the aforesaid policy from ICICI PRU LIFE. After his unfortunate demise his nominee, the present complainant, lodged a death claim & she was paid Rs. 5,08,252.50 by the Insurer under clause 2.2.4(b) of the policy conditions as Guaranteed Death Benefit. But as per clause 2.2.4 of policy conditions, the amount payable as GDB is higher of (a) 10 times of annualized premium and (b) sum of all premiums paid till date compounded @5% per annum. She claimed that clause 2.2.4(a) was applicable to her case instead of clause 2.2.4(b) as per which she got less payment. But the Insurer rejected her claim. Being aggrieved by this wrong decision she approached this Forum for Redressal. On the other hand, the Insurer submitted SCN and pleaded that the aforesaid policy was issued to the DLA on 14.10.2011 with SA of Rs.6,88,800/-. Unfortunately, he died on 09.02.2016 during the term of the policy. So as per clause 2.2.4 of the terms & conditions of the policy the company had paid the nominee all the premiums paid under the policy till date of death accumulated at 5% compound interest per annum as guaranteed death benefit. So an amount of Rs.5,08,252.50 was credited to her bank account on 06.04.2016. The company further submitted that it refilled the product guaranteed savings plan with change in policy

terms & conditions. The new product became effective from 17,04.2012. The complainant approached the insurer on 12.08.2014 for a copy of welcome kit for his policy. Due to printing error, the welcome kit with revised terms & conditions were dispatched to the complainant.

Here the insurer has paid guaranteed death benefit to the complainant as per old terms & conditions of policy. But the complainant reiterates that she is entitled to get GDB as per terms & conditions attached to the policy issued to her deceased husband. In support of her contention she produces a photo copy of the relevant policy terms & conditions. Thus the basic controversy lies on the fact whether the case in hand is to be dealt with as per new or old policy conditions. A fair determination of the point would stall the entire controversy. As it appears, the photo copy of policy conditions submitted by the complainant lends sufficient support to her claim. A careful scrutiny of the said letter goes to show that the IRDA gave green signal to the insurer to implement proposed modification in the existing non linked insurance product. Thus, it becomes very clear that the proposed modification will be applicable to all the then existing non linked insurance product of the insurer. In absence of any other definite material it cannot be said that the proposed modification is to be made applicable with effect from 17.04.2012, as emphasized by the insurer. Even the letter itself does not strike out any line between prospective & retrospective effect of the modification. Having regard to the entire facts & circumstances of the case vis-à-vis the exact policy conditions supplied to the complainant this Forum is of considered opinion that the present case is to be dealt with the modified terms & conditions as signaled by IRDA. Thus the insurer is hereby directed to process the claim of the complainant as per clause 2.2.4(a) which is higher of 2.2.4(b) and pay her the balance amount as early as possible.

AWARD

Taking into account the facts & circumstances of the case and the submissions made by both the parties during the course of hearing, a fair guaranteed death benefit as indicated above 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.

The complainant's wife Smt Kumari Barik took a policy bearing no. 3505159370 from the Insurer on 10.02.2014 with a SA of Rs. 3,18,000/-. Unfortunately, she died on 26.05.2014. Being the nominee, Sri Aviram Barik lodged a death claim. But the Insurer repudiated it. So he approached this Forum for Redressal of his grievance. On the other hand, the Insurer submitted SCN stating that the complainant's wife Late Kumari Barik took a policy on 10.02.2014 with SA of Rs. 3,18,000/- and died on 26.05.2014, only after 03 months 16 days. During the assessment of the early claim, it was found that the income proof submitted by her was not genuine and no e-return had been filed. Further, it was seen that there was mis-statement of income. So SBI Life repudiated the death claim on the ground of suppression of material facts regarding income by DLA. However, it returned back premium of Rs.11,639/- to the nominee. It prayed for outright dismissal of complaint.

After a careful scrutiny of available materials it is found that the life assured submitted proposal on 06.02.2014 to take the policy. She showed her annual income as Rs.1,95,000/- from a variety store run at Gurunti , Ganjam. She furnished income tax returns for the assessment year 2011-12 & 2012-13 as proofs of her income. But to my utter surprise, ITR receipt status as downloaded from the connected sight clearly indicates non filing of such e-returns. Obviously, the proofs regarding income of the LA as shown in the proposal appear to be fake ones. In the result the insurance policy in question becomes null & void. This being so, the complainant is not entitled to the death claim nor to any other relief what so ever.

AWARD

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

BHUBANESWAR OMBUDSMAN CENTRE

Complaint No-BHU-L-045-1617-0269 Death Claim

Mr. J. Gaja Vrs M/S. Star Union Daiichi Life Insurance Co.Ltd.,

Award dated 29th Dec,2016,

The complainant's father took a policy from Insurer on 31-12-2014. Unfortunately he died on 14-06-2015. The death claim submitted by nominee (son) was repudiated by insurer on the ground that DLA was having some pre-existing policies which he had not disclosed in proposal form. He also stated that because he and his deceased father both were illiterate, they did not have that idea to disclose. So he approached this Forum for redressal. On the other hand, the insurer submitted SCN and stated that the DLA Jaga Budhia took the policy on 31-12-2014 & the company received claim intimation on 28-12-2015 to the effect that the LA died on 14-06-2016 due to heart attack. On early claim investigation it was revealed that the DLA was having other 4 policies with another company & suppressed the material information regarding previous insurance policies. Due to willful misrepresentation of DLA in respect of previous insurance history the death claim was repudiated on the ground of non disclosure of material information regarding previous policies. However the insurer refunded back the premium of Rs. 23,721/- in claimant's bank account. It requested the Forum to consider the submission & dismiss the complaint.

I have elaborately gone through the documents placed before this Forum. It is found that the life assured submitted proposal on 31.12.2014 to take the aforesaid policy. But he died on 14.06.2015. As per the mail dated 20.05.2016 of the fraud prevention unit the DLA had three previous insurance policies with Bajaj Allianz Life. This fact is also openly admitted by his son, the present complainant. In spite of that the DLA suppressed it and did not disclose the same in the proposal dated 31.12.2014. In the result clause 16 of the policy conditions comes in to play and the insurance coverage under the policy becomes null & void. It is a parent that an annual premium of Rs. 24454/- was paid while taking the policy.

Since a single premium has been paid the policy does not acquire surrender value. In spite of that the insurer refunded the premium amount of Rs. 23721/- to the complainant on 23.08.2016 as per the NEFT particulars. In the circumstances 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-024-1617-0268 Death Claim

Mrs. B. Grahacharya Vrs M/S.India Fast Life Insurance Co.Ltd.,

Award dated 30th Dec,2016,

The complainant's husband Late Prasanta Kumar Grahacharya took a policy from India Fast Life bearing no. 10431250 on 20.08.2015 & died on 20.01.2016 Being the nominee, the complainant lodged a death claim. But the Insurer on the basis of some false information rejected it deliberately. Finding no alternative she approached this Forum for Redressal. The Insurer in his SCN stated that Sri P K Grahacharya signed the proposal on 12.08.2015 & policy (No.10431250) commenced on 20.08.2015 with SA Rs. 4,50,100/-, term being 20 years. The DLA died on 20.01.2016 by heart attack. Since it was an early claim of 152 days only investigation was conducted through external agency. As per report received, the Life Assured was admitted to SCB Medical college hospital on 02.05.2015 vide OPD Registration No. 1868631 and got treatment in hepatology department. He was treated for Jaundice for 1 day. As per the Bed Head Ticket he was diagnosed with Acute Viral Hepatitis (AVH) by Dr. U G Patra and was discharged on his own request by giving an undertaking. But while signing the proposal on 12.08.2015, the LA had answered in negative all Life style questions & personal medical history. So the company repudiated the death claim on the ground of non disclosure of material fact regarding health. It prayed for outright dismissal of the complaint.

The documents placed before this Forum are put to strict scrutiny. As it appears, the LA took the aforesaid policy which commenced on 20.08.2015. The policy was issued on the basis of his proposal dated 12.08.2015. Item no. 16 to 28 contains a questionnaire pertaining to personal medical history of life assured. All those questions appear to have been answered in negative. The insurer reiterates that the LA was hospitalized in the hepatology ward of SCB Medical college & hospital, cuttack on 02.05.2015. He was diagnosed with yellow cells. The doctor advised for certain tests & prescribed medicines. The BHT reflects a case of AVH (Acute Viral Hepatitis). However on his own request the patient was discharged on the same day. Since the DLA suppressed this material fact regarding health and did not disclose the same in the proposal, clause 20.4 of the policy conditions comes in to play & the policy deserves cancellation. This being so, no infirmity appears in the action taken by the insurer in rejecting the death claim. Thus, the complaint does not warrant interference of 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-029-1617-0267 Death Claim

Mrs. Jhunu Sahoo Vrs M/S.LIC of India, Sambalpur

Award dated 27th Dec,2016,

The complainant's husband Late Kishore Sahoo took two policies having policy No.594626047 and 593613404 on 28.02.2012 and 21.01.2009 respectively. He died on 11.02.2015. The death claim was repudiated by Sambalpur DO on the ground that he was suffering from diseases like DM & HTN which he had suppressed during revival dated 10.04.2013. So the complainant approached this Forum for Redressal .The OP submitted SCN and stated that both the above policies were revived on 14.04.2013, death being on 11.02.2015. Being an early claim the matter was investigated. During investigation it was found that DLA was suffering from Type 2 Diabetes Mellitus since 6 years, Hypertension since 4 years. He was also a chronic smoker since 20 years which was evident from treatment paper dated 23.01.2015. So the DLA was fully aware of the diseases which he had not stated in DGH. Due to deliberate misstatement/suppression of material information regarding health both the cases were repudiated by DO & ZO of the Insurer.

I have elaborately gone through the documents placed before this Forum. As it appears, the LA took a policy in the year 2009 for a SA of Rs.50,000/- & another in 2012 for a basic SA of Rs.1,05,000/-. Admittedly, he died on 11.02.2015. The policies were revived on 10.04.2013. At the time of revival he submitted a declaration to the effect that he was then of sound health. To my utter surprise, the prescription granted by Dr. M K Nanda on dated 23.01.2015 indicates that he was suffering from T2DM since 6 years & HTN since 4 years. Also the discharge ticket of SEVA Nursing Home where the DLA was hospitalized from 24.01.2015 to 28.01.2015 reflects about old T2DM. In spite of that he suppressed it & did not disclose the same in DGH thereby negating contract of any illness. Since he withheld material information regarding health the policies shall be null and void as per policy conditions. In the result the complainant is not entitled to the death claim. However, the policy of the year 2009 has acquired the paid up value on the date of revival. As rightly pointed by the complainant, her deceased husband spent a lot of money in revival of both the policies. Having regard to the facts & circumstances of the case the Insurer is hereby directed to fairly calculate the paid up value in respect of policy of the year 2009 & pay the same to the complainant as early as possible together with the amount taken from DLA for revival of both the policies.

AWARD

Taking into account the facts & circumstances of the case and the submissions made by both the parties during the course of hearing, a fair paid up value together with revival amount as indicated above 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 to that extent only.

BHUBANESWAR OMBUDSMAN CENTRE

Complaint No-BHU-L-029-1617-0286 Death Claim

Mrs. Mousumi Sahoo Vrs M/S.LIC of India, Bhubaneswar

Award dated 14th Dec,2016,

The complainant's husband took one policy having policy No.585708385 on 17.02.2005 and died on 17.03.2005 in a road accident. The complainant submitted a death claim with all requirements complied. But the claim was not settled by the Insurer. Hence, she approached this Forum for Redressal. Subsequently, the complainant intimated this Forum that LIC admitted the claim with waiver of premium & Rs. 40,000/- was credited to her Bank account on 03.11.2016. She also received back her policy bond. On the other hand, the Insurer submitted SCN and stated that since the claim was raised after 10 years of the date of death it was barred by limitation. However, as per policy conditions, future premium had been waived towards PWB benefit and 20% of basic SA had been paid towards TRB on 03.11.2016 through NEFT with transaction no.8581. So the complaint may be dismissed.

I have gone through the documents placed before the Forum in connection with payment of claim by LIC to the complainant through NEFT & letters of the complainant dated 05.12.2016 & 09.12.2016 in support of getting the desired claim from LIC. In view of the above, I do not find any good reason to go deep in to the merits of the case. Since the payment has already been made by Insurer & complainant has confirmed receipt of the same, the present complaint deserves dismissal.

AWARD

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

BHUBANESWAR OMBUDSMAN CENTRE

Complaint No-BHU-L-029-1617-0305 Death Claim

Mrs. Minati Samal Vrs M/S.LIC of India, Bhubaneswar

Award dated 12th Jan,2017,

The deceased life assured Bijaya Kumar Routray took a policy on 28.12.2012 from Insurer. Unfortunately, he died on 25.11.2013. The complainant being nominee lodged the death claim but it was repudiated by insurer on the ground of suppression of material fact by withholding material information regarding health. Being aggrieved, she approached this Forum for Redressal. On the other hand Insurer submitted SCN stating that LA had taken a high Sum Assured policy of 5 lakhs at age 56. He was a patient of chronic kidney disease, hypertension & diabetes. On 02.11.2013 ESI hospital referred the patient to Aditya Care which subsequently referred to Kalinga hospital. As per CARE hospital records available, deceased was a known case of CKD stage V on Haemo dialysis, Hepatic Encephalopathy, penile Gangreen, Sepsis, HTN & DM type 2. Also he was suffering from diabetes militus since 15 years. All these diseases had not been disclosed by DLA at the time of taking policy. Had he disclosed the facts, the under writing decision would have been different. As there was clear suppression of material fact regarding health, the death claim was repudiated by the corporation.

I have elaborately gone through the documents placed before the Forum. As it appears, the aforesaid policy was issued on the basis of proposal submitted by the deceased on 29.12.2012 & LA died on 25.11.2013. Item no. 11 of the proposal form contains a questionnaire pertaining to personal medical history. All those questions are answered in negative. Particularly question no. 11(iv) & 11(v) relate to diabetic & kidney diseases which are answered in negative. Although the complainant declared that her deceased husband was never suffering from any disease before submission of proposal, the insurer submitted the photo copies of the progress note of Care Hospital (Regd. No.24342/02.11.2013) which indicates that the DLA was suffering from DM since 15 years and was a known case of T2DM/CKD stage V. In spite of that he suppressed it and did not disclose the same in the proposal submitted by him on 29.11.2012. Since he has withheld such material information regarding his health the insurance policy becomes null and void. This being so, the Insurer has rightly rejected the death claim. So any sort of interference in the action taken by Insurer seems to be redundant.

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-029-1617-0307 Death Claim

Mr. Gayadhar Tarai Vrs M/S.LIC of India, Cuttack

Award dated 12th Jan,2017,

The deceased life assured Late Subhendu Choudhury took four policies on 28.12.2013 and died on 29.11.2014 due to cancer at AHRCC, cuttack. Sri Gayadhar Tarai, father of the deceased, being nominee lodged the

death claim to the Insurer. Since the claim under aforesaid policies were not settled, the complainant sent a reminder to insurer on 25.07.2016 but no action was taken by insurer. Under such contingencies he found no alternative but to approach this Forum for Redressal. On the other hand, Insurer submitted SCN stating that the aforesaid policies commenced from a single date i.e. on 28.12.2013 on the life of Subhendu Choudhury and the LA died on 20.11.2014. The DLA was admitted to AHRCC cuttack on 05.06.2014 vide OPD Regd. No.2650/24.05.2014 for treatment. Since the treatment particulars prior to date of proposal could not be collected by the Insurer, it decided to pay the basic sum assured. The complainant submitted DV and allied papers on 15.12.2016 & Insurer paid the claim under 4 policies amounting to Rs.2,64,450/- vide NEFT on SBI Of India bank a/c No. 31074779249 as per the enclosed advice. So the Insurer prayed for closure of the complaint.

I have gone through the documents placed before this Forum. As it appears, the Insurer has settled the claim and paid the death benefit in connection with all the four policies through NEFT. The complainant also confirms the payment during hearing of the case. In view of the above, I do not find any good reason to go deep into the merits of the case. Since the payment has already been made by the insurer & the complainant has confirmed the same, 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-001-1617-0296 Death Claim

Mr. H.K. Panda Vrs M/S.Aegon Life Insurance Co.Ltd.,

Award dated 27th Jan,2017,

In March 2014, the proposer-complainant Mr. H K Panda took a policy from Aegon Life. His son Mr. Prahas Kumar Panda was the life assured under this A L Flexy Money Back Plan. The policy was taken through DELHIRDB broker (distance marketing) . He was told by Smt Anuradha Desai that this plan was a single premium plan. Later on he came to know that it was a regular policy. Further his son's signature was forged in the proposal form. Despite several follow up & complaints he had not got any solution. So he requested for cancellation of policy & refund of premium but no reply was received from company. Being aggrieved, he approached this Forum for Redressal. On the other hand, the insurer submitted SCN stating that the first

request for cancellation was made after more than 1 year from the free look period. The policy holder signed the said proposal on his own will and consent. All the terms & conditions were explained to customer. The alleged fraud did not come under the purview of Honourable Ombudsman. However, the Insurer requested the customer to provide requisite document to verify the fraud but he had never submitted. More over proposal form and BIS signed by the life assured did not find any mention of issuance of fixed deposit/single premium policy. The complainant had attempted to misguide & mislead the Forum. So the Insurer prayed for outright dismissal of the complaint.

Here in this case there is a grave allegation of mis-sale of insurance policy. This prompted me to examine the available documents with utmost care and caution. It is quite apparent that the complainant invested a total sum of Rs. 80,000/-. The policy documents prominently reflect the name of Delhi RDB Broker. It appears to be a clear case of Distance Marketing. It is well known that in exercise of powers conferred u/s 14(1) IRDA Act, 1999, the guidelines on distance marketing have been devised by IRDAI to protect the interest of the policy holders and to regulate, promote and to ensure the orderly growth of the insurance industry. As per those guidelines, the insurer shall preserve in an inalterable and easily retrievable form, a voice/electronic/physical record, as applicable, of the entire process beginning with lead generation/solicitation and concluding in sale of insurance. But in the present case the Insurer has no such record but only PIVC which was recorded after the lead generation, collection of proposal papers and deposit amount. In the absence of the entire electronic record as per the Distance Marketing guidelines, it cannot be said that the sale of policy is fair and reasonable. Hence this Forum is of the opinion that the Insurer should cancel the policy and refund the deposit amount to the complainant in entirety. However, no interest on the refund amount is payable as the Insurer shouldered the risk so far.

AWARD

Taking into account the facts & circumstances of the case and submissions made by both the parties during the course of hearing, a sum of Rs.80,000/- (Rupees eighty thousand 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 accordingly.

BHUBANESWAR OMBUDSMAN CENTRE

Complaint No-BHU-L-004-1617-0319 Death Claim

Mr. Gagan Palei Vrs M/S.Aviva Life Insurance Co.Ltd.,

Award dated 20th Jan,2017,

The deceased life assured Mr. Nageswar Palei took a policy of SA Rs.3,20,000/- from Aviva life on 25.08.2014. Unfortunately, he died on 12.02.2015 due to heart attack. The nominee i.e- the present complainant lodged the death claim. But the claim was rejected by the insurer on the ground that LA died prior to signing the proposal. On filing review petition to Aviva Claim Review Committee, the representation remained unattended. So he approached this Forum for redressal. On the other hand, the Insurer submitted SCN stating that the claim was very early one. On investigation it was found that the wife of the deceased Smt Gurubari Palei had been availing widow pension with effect from 01.01.2014 from government of Odisha vide

Sub Collector Chhatrapur sanction letter No. 7885 dated 12.12.14. But the proposal had been signed on 19.08.2014 by the proposer which was a fraud only. So the claim was rejected.

I have elaborately gone through the documents submitted to this Forum. It is found that the deceased life assured took a policy from Aviva Life on 25.08.2014, the proposal being signed on 19.08.2014. The complainant happens to be his son and the nominee under the policy. It is quite apparent from letter no 7885 dated 12.12.2014 of the office of Sub Collector Chhatrapur, that a sum of Rs.300/- per month as pension was sanctioned in favour of Gurubari Palei W/O Nageswar Palei and 37 others with effect from 01.01.2014. Copy of the aforesaid sanction letter has been procured under RTI Act by letter No. 1695 dated 24.02.2016 of the office of Sub Collector Chhatrapur. Since the DLA happens to be the husband of Gurubari Palei and since because she received widow pension with effect from 01.01.2014, it becomes clear that death of the DLA occurred on or before 01.01.2014. But the most interesting fact is that the relevant proposal was submitted on 19.08.2014 containing signature of the DLA. It is well known that contract with a dead man is nullity. The Insurer has rightly rejected the death claim. Hence 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 is treated as dismissed.

BHUBANESWAR OMBUDSMAN CENTRE

Complaint No-BHU-L-006-1617-0346 Death Claim

Mrs. Reena Kumari Beura Vrs M/S. Bajaj Allianz Life Insurance Co.Ltd.,

Award dated 27th Feb,2017,

The complainant's husband Bikash Chandra Swain took a policy from Bajaj Allianz on 28.09.2013 for a term of 15 years, basic SA being Rs.6,00,000/-. Unfortunately, he died on 24.12.2013. The complainant being nominee lodged a death claim. But the Insurer rejected it on the ground that the DLA did not disclose material facts regarding his hospitalisation/treatment from 04.12.2012 to 06.12.2012 for RHD and CAD in the proposal form dated 30.09.2013. Then the complainant wrote to claims review committee that her husband had never suffered from any such diseases nor admitted/treated in any hospital during the period. So she appealed for reconsideration of the death claim, but in vain. The claims review committee upheld the decision of repudiation of death claim. Being aggrieved, she approached this Forum for Redressal. On the other hand, the insurer submitted SCN stating that the LA died on 24.12.2013. As it was an early claim necessary investigation was carried out. After investigation it came to light that the deceased life assured was under hospitalization/treatment from 04-12-2012 to 06-12-2012 at SCB Medical college & Hospital, Cuttack for rheumatic heart disease with mitral regurgitation and coronary artery disease. Though this was a material fact regarding health he did not choose to disclose it in the proposal form submitted on 30.09.2013 and suppressed the same while taking the policy. So the Insurer repudiated the death claim. Originally, the

present matter relating to repudiation of death claim came before this Forum in Complaint No.BHU-L-006-1415-0143. At the time of hearing the complainant did not appear in spite of notice. The reason was best known to her. On the basis of medical paper produced from the side of the Insurer, it advanced its plea of non disclosure. In the result the complaint was dismissed. Then the complainant filed a writ petition being numbered as W.P.(C) no.23928 of 2015 before the Honourable High Court of Odisha which was pleased to quash the award & remit back the matter to this Forum with a direction to hear both sides, consider the materials produced by them and take a decision within 3 months. Accordingly, notices were sent to both the parties. At the time of hearing the complainant produces a photocopy of written information obtained from Public Information Officer, SCB Medical college & Hospital, Cuttack under RTI Act. No new material was produced from the side of the Insurer. The complainant filed a writ petition being numbered as W.P.(C) no.23928 of 2015 before the Honourable High Court of Odisha which was pleased to quash the award & remit back the matter to this Forum with a direction to hear both sides, consider the materials produced by them and take a decision within 3 months. Accordingly, notices were sent to both the parties. At the time of hearing the complainant produces a photocopy of written information obtained from Public Information Officer, SCB Medical college & Hospital, Cuttack under RTI Act. No new material was produced from the side of the Insurer.

I have elaborately gone through the documents placed before this Forum. It appears from the photo copy of the BHT that the LA was hospitalized from 04.12.2012 to 06.12.2012 for RHD & CAD. But to my utter surprise, the written information procured by the complainant under RTI Act goes to show that no such patient in the name of Bikas Ch. Swain (whose name appears in the BHT) was admitted in the cardiology department of SCB Medical College & Hospital, Cuttack during the period from 04.12.2012 to 06.12.2012. Clearly, it predominates over the fragile medical paper produced from the side of the Insurer. Since the LA died when the policy was in force and since because the complainant is the nominee under the policy she is very much entitled to the death claim. In the result the Insurer is directed to settle the claim & pay the complainant death benefits as permissible under the terms & conditions of the policy.

AWARD

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

BHUBANESWAR OMBUDSMAN CENTRE

Complaint No-BHU-L-029-1617-0309 Death Claim

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

Award dated 19th Jan,2017,

Complainant's husband Dillip Kumar Bhoi took a policy from Insurer on 28.10.1999 having SA Rs.25, 000/. Unfortunately, he died on 07.04.2007 in a road accident. Being the nominee, she lodged a death claim. But no action was taken by the insurer. Being aggrieved, she approached this Forum for Redressal. On the other hand, the Insurer filed SCN and stated that the policy commenced on 28.10.99. The first unpaid premium fell due in 12/99. The life assured died on 07.04.2007. Since the policy got lapsed without any paid up value, nothing was payable as per policy conditions. Insurer prayed for dis-missal of the complaint.

I have gone through the documents placed before the Forum. It is found from the status card that the date of commencement of the aforesaid policy is 28.10.1999 & first unpaid premium is 28/12/1999. The copy of the premium ledger indicates that only two premiums have been paid for 10/1999 & 11/1999. So the policy stands lapsed on 28.12.1999 without acquiring paid up value. As per the policy conditions, a period of 15 days is allowed as grace period for monthly mode and if premium is not paid within the grace period policy stands lapsed. Since the LA died on 07.04.2007 and policy is lapsed before payment of 3 years premium, nothing is payable as death claim. So the Insurer has rightly rejected the claim. So the complaint deserves dismissal. But Insurer should have given a reply to the agent's letter dated 26.10.2015 regarding the reason of inability to pay the claim.

AWARD

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

BHUBANESWAR OMBUDSMAN CENTRE

Complaint No-BHU-L-033-1617-0295 Death Claim

Mrs. Lili Chand Vrs M/S. PNB Met Life Ins.Co.Lrd.,

Award dated 30th Jan,2017,

During Nov 2014 complainant's husband Ganesh chand took a policy from PNB MET LIFE with SA of Rs.2,38,800/- . The policy was having annual premium of Rs.15,463/- for 15 years term. But unfortunately her husband died on 20.02.2015 at Balugaon CHC due to malaria fever. The complainant preferred a death claim with all required formalities but the claim was rejected stating that Driving Licence was a fake one. She stated that her husband had submitted voter card. He had no driving licence during life time nor was able to drive any vehicle. He had not submitted any DL during proposal stage & no material information had been suppressed. Being aggrieved by the false allegation made by insurer to repudiate the claim, she approached this Forum for Redressal. On the other hand, the insurer submitted SCN stating that the aforesaid policy was taken by the LA by misrepresenting the actual fact pertaining to his age. The DLA had concealed the material fact by providing a fake DL as his age proof. This was confirmed by RTO, Chhatrapur through a letter addressed to "Stellar" vide letter no.2665 dated 23.05.2015. Further the voter id card of LA indicated that he was 32 years old at the time of his death on 20.02.2015. But according to the driving licence he was then 31years. In such circumstances, the claim was rejected by the Insurer for suppression of material fact. The Insurer reiterated that the complainant did not come up with clean hands and as such it was liable to be dismissed.

I have elaborately gone through the documents submitted to this Forum. It is quite apparent from the voter id of LA that his age was 24 years on 01.01.2007. Since he died on 20.02.2015, by the time of death he was 32 years of age. No DL has been produced before this Forum. It appears from the copy of proposal submitted on 13.11.2014 that the date of birth of the LA was 01.01.1983. If it is true and is in accordance with the DL, then the LA died after completion of 32 years. Materially, there appears no difference between the recordings of DOB in the voter i-card & so called DL. Next allegation relates to submission of fake age proof. Photo copy of proposal reflects that the LA submitted his DL as age proof. But letter No 2665 dated 23.05.2015 of the RTO Ganjam, Chhatrapur makes it clear that no such driving licence was issued in favour of LA. The contents of the aforesaid letter shroud the entire insurance transaction with an impregnable cloud of doubt. The situation

is further intensified, particularly, when the medical papers, such as, prescriptions, bed head ticket and discharge certificate are taken into consideration. Although it is averred in the complaint petition that the LA died at CHC-II, Balugaon while undergoing treatment, a discharge certificate has been issued in place of a death certificate. The date of discharge lies blank. The certificate does not indicate the date & time of death. Curiously enough, the bed head ticket contains date of admission & date of death, but it does not reflect time bound treatment given to the patient from the time of admission till his death. Keeping in view all the above discussed-analysis this Forum comes to an irresistible conclusion that the claimant does not come up with clean hands. Hence, the death claim, as rightly repudiated by the Insurer, deserves dismissal.

AWARD

Taking into account the facts & circumstances of the case, the complaint is treated as dismissed.

Mrs. Sasmita Behera Vrs M/S. Sri ram Life Ins.Co.Lrd.,

Award dated 20th Jan,2017,

The deceased life assured took two policies-one on 06.10.2014 & the other on 28.08.2015, SA being Rs.63,000/- & Rs.3,50,000/- respectively. Unfortunately, he died on 28.09.2015. The complainant being nominee preferred death claim but both the claims were repudiated by Insurer on the ground of pre-existing disease of kidney & hypertension. On representation to claim review committee it was also rejected. Finding no alternative, the claimant approached this Forum for redressal. On the other hand, the insurer submitted SCN denying all the allegations made by the complainant. It stated that both the policies commenced from 06.10.2014 & 28.08.2015. After one month of booking second policy the LA died on 28.09.2015. Before signing the proposal LA was suffering from chronic kidney disease & hypertension. He was under treatment at MKCG Medical college hospital on 05.04.2014 vide OPD card No. 21004032, Regd no. 01028781. In spite of that he deliberately suppressed it and did not disclose the same in the proposal. So the claim was repudiated by Insurer which prayed for outright dismissal of the complaint.

I have elaborately gone through the documents placed before this Forum. It is found that the complainant's husband Praphul Behera took two policies from Insurer- one in Oct-2014 & the other in Aug 2015. As per copy of death certificate he died on 28.09.2015. The outdoor ticket issued by MKCG MCH, Berhampur reflects that on 05.04.2014 the DLA consulted there for CKD stage IV & HTN. The doctor prescribed medicines and the patient remained on weekly haemodialysis. But he did not disclose such of his health condition in the proposals submitted on 23.09.2014 & 29.08.2015. Rather he misrepresented by negating the questionnaires in para 9 of the proposal forms which related personal medical history of LA. Obviously, the policies stand cancelled as per the terms and conditions. Thus, the action taken by the Insurer in rejecting death claim appears to be just and proper. Any sort of interference seems to be redundant.

AWARD

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

BHUBANESWAR OMBUDSMAN CENTRE

Complaint No-BHU-L-046-1617-0371 Death Claim

Mr. Nala Behera Vrs M/S. TATA AIA Life Ins.Co.Lrd.,

Award dated 06th Feb,2017,

In the year 2009 Late Sukanti Dei, wife of the complainant, took the aforesaid policy from the Insurer. Unfortunately, she died on 18.09.2009. Being the nominee, the complainant lodged a death claim which was repudiated by the Insurer on the ground that the deceased life assured had less annual income than what she stated in the proposal. So he approached this Forum for Redressal. On the other hand, the Insurer filed SCN and stated that the complainant sworn an affidavit to the effect that the Insured had an annual income of Rs. 10,000/- and he earned Rs. 200/- only as monthly pension. On investigation it came to light that the insured had neither any permanent house nor agricultural land. In spite of that she mentioned her occupation as tailoring with annual income of Rs. 1,20,000/- in the proposal for taking the policy. So the death claim was rejected. Originally, the present matter relating to repudiation of death claim came up for hearing before this Forum in complaint No. 21-003-1936. An award was passed directing the Insurer to settle the death claim without least delay. The complainant furnished a letter of acceptance within the stipulated period as envisaged in Rule 16(5) of the RPG Rules. But the Insurer in gross violation of Rule 16(6) did not comply the award within the period prescribed therefor nor intimated compliance to this Forum. Subsequently, it filed a writ application being numbered as W.P.(C) No. 148 of 2016 before the Honourable High Court of Odisha which was pleased to quash the award & remand the matter to this Forum for de novo hearing after affording reasonable opportunity of being heard to the parties concerned within a period of 2 months. In obedience to the said direction the matter was taken up afresh and notices were issued to both the parties. Notice sent to the complainant returned back un-served with postal endorsement- "addressee expired". Substitution is beyond scope of RPG Rules, 1998. However, at the time of hearing one Sanju Dehury claiming to be the daughter and sole heir of the deceased complainant appeared before this Forum.

I have elaborately gone through the documents placed before this Forum. As it appears, a new document i.e. the pension card of the complainant has been produced from the side of the Insurer. A careful scrutiny of the pension card goes to show that it has been issued in favour of the complainant Nala Behera. The contents of the said card indicate that the complainant received pension of Rs. 200/- per month from the state Government w.e.f 01.04.2010 under Madhu Babu Pension Yojana. I do not understand as to why the Insurer did not produce this vital document at the time of last hearing. The reason is best known to it. As a matter of fact Madhu Babu Pension Yojana was introduced by the State Government on 01.01.2008. A person having family income from all sources not exceeding Rs. 12,000/- per annum is eligible for that pension. Since the complainant was receiving MBPY from the state Government since 01.04.2010, his family income was less than Rs. 12,000/- at that point of time. Of course, the DLA submitted proposal on 06.08.2009 showing her annual income as Rs. 1,20,000/ and the policy was issued on 07.08.2009. On the basis of pension card showing disbursement of pension in the subsequent year i.e. in the year 2010, it cannot be inferred that the deceased life assured was having less annual income in the previous year i.e. in the year 2009. No definite proof has

been produced from the side of the Insurer showing that the annual income of LA at the relevant point of time i.e. in the year 2009 was less than what she stated in the proposal.

Next, the Insurer lays emphasis on the affidavit sworn by the complainant. As it is seen, the affidavit is in English, but the deponent has signed in Odia. The scribe has not given any endorsement to the effect that the contents were read over and explained to the deponent. The deponent has stated that besides signing in Odia, he cannot read and write. In such circumstances the affidavit is not free from doubt and suspicious. It is not intelligible as to why and under what circumstance the complainant sworn such an affidavit so as to nullify his own case. No plausible explanation to that effect is forth coming. Apart from the aforesaid affidavit and pension card the insurer has no other documentary proof to assail the income particulars as provided by the life assured. But the photocopies of the khatians as filed from the side of the complainant reflect that he has about 10-12 acres of agricultural land. These property documents stand un-rebutted. Thus, in absence of any definite evidence it cannot be inferred that the deceased life assured was having an annual income less than Rs. 1,20,000/- as shown by her in the proposal. In the result the plea advanced by the Insurer utterly fails and consequently, the rejection of death claim by it is considered to be bad. Here in this case, the life assured died when the policy was in force. The complainant is the nominee under the policy. As per policy conditions the Insurer is very much liable to pay the death benefit to the nominee and in case of his death the payable benefits shall be made to the legal heir of the policy holder.

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 policy terms & conditions is hereby awarded to be paid by the Insurer to the nominee and in case of his death to the legal heirs of the policy holder , towards full and final settlement of the claim.

Hence, the complaint is treated as allowed accordingly.

Mrs. Gurubari Palei Vrs M/S. Star Union Daiichi Life Ins.Co.Ltd.,

Award dated 28th Feb,2017,

The deceased life assured Nageswar Palei took a policy of Rs.3,40,000/- SA from STUD life on 21.08.2014. Unfortunately, he died on 12.02.2015 due to heart attack. Being the nominee the complainant lodged a death claim. But the claim was rejected by the insurer on 23.03.2016 on the ground of submission of fabricated death certificate. On filing review petition to the Grievance officer of the Insurer, the same decision was upheld. Finding no other alternative, she approached this Forum for redressal. On the other hand, the Insurer submitted SCN stating that the claim was very early one. On investigation it was found that the wife of the deceased Smt Gurubari Palei had been availing widow pension with effect from 01.01.2014 from government of Odisha vide Sub Collector Chhatrapur sanction letter No. 7885 dated 12.12.14. But the proposal had been signed on 18.08.2014 by the proposer. So it was obvious that the LA must have expired prior to 01.01.2014, i.e.-before commencement of this policy. Therefore, the claim was rejected.

I have elaborately gone through the documents submitted to this Forum. It is found that the deceased life assured Mr. Nageswar Palei took a policy from Aviva Life on 21.08.2014, the proposal being signed on 18.08.2014. The complainant happens to be the wife of the deceased as well as nominee under the policy. It is quite apparent from the letter no 7885 dated 12.12.2014 of the office of the sub collector Chhatrapur, that a sum of Rs.300/- per month was sanctioned widow pension in favour of Smt. Gurubari Palei W/O Nageswar Palei with effect from 01.01.2014. Copy of the aforesaid sanction letter has been procured under RTI Act by letter No.1695 dated 24.02.2016 of the Sub collector Office Chhatrapur. Since the DLA happened- to be the husband of the complainant-nominee who received the widow pension with effect from 01.01.2014, it becomes clear that the death of DLA occurred before 01.01.2014. But the most interesting thing is that the proposal was signed on 19.08.2014 containing signature of DLA. It is well known fact that contract with a dead man is a nullity. So the Insurer has rightly rejected the death claim. Hence 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 is treated as dismissed.

BHUBANESWAR OMBUDSMAN CENTRE

Complaint No-BHU-L-045-1617-0378 Death claim

Mrs. Kalyani Bal Vrs M/S. Star Union Daiichi Life Ins.Co.Ltd.,

Award dated 1st Mar,2017,

The deceased life assured Mr. Tapan Kumar Bal took a policy of Rs.5,09,000/- Sum Assured from STUD life on 09.09.2014. Unfortunately, he died on 05.02.2015 due to heart attack. The complainant being the

nominee(wife) lodged a death claim. But the claim was rejected by the insurer on the ground of suppression of material fact regarding policies taken from other Insurers. On filing review petition to the Grievance officer of the said Insurer, the same decision was upheld. Finding no other alternative, she approached this Forum for Redressal. On the other hand, the Insurer submitted SCN stating that the claim was very early one. The deceased life assured took a policy on 09.09.2014 with premium Rs.15,011/- for a period of 22 years. The LA died on 05.02.2015 due to heart attack within a period of 4 months 27 days from commencement. Being an early claim it was investigated and carefully evaluated. It was found that the LA had taken a policy on 06.09.2014, proposal being signed on 03.09.2014 from Birla Sun Life. But the particulars had not been mentioned in the proposal form signed on 04.09.2014 with the company. He has consecutively signed 3 proposals on 03.09.2014 (Birla Sun Life), 04.09.2014 (SUD Life) and 05.09.2014 (with HDFC). The LA should have disclosed the material information relating to existing policies at the time of signing a new proposal with some other company. In view of the same the death claim was repudiated.

I have elaborately gone through the documents submitted to this Forum. It is found that the deceased life assured Mr. Tapan Kumar Bal took a policy from Insurer on 09.09.2014, the proposal being signed on 04.09.2014. The policy holder died on 05.02.2015. The complainant, being nominee lodged the death claim with the Insurer. The Insurer rejected the death claim on the ground of suppression of material fact of previous insurance policy with other Insurers. The Insurer submitted that the deceased was having a policy with Birla Sun Life having policy no. 6583279 prior to having this policy which was signed by the life assured on 03.09.2014. But the same was not mentioned in the proposal form. So the DLA suppressed the material information regarding previous policy. As per clause 15(a) of the aforesaid policy conditions, the policy holder has an obligation to disclose every fact material to assessment of risk of issuing policy. If there has been non disclosure of material fact, the policy stands cancelled. So the Insurer has rightly rejected the death claim as per terms & conditions of the policy. Thus, 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-029-1617-0403 Death claim

Mr. Siba Ch. Jena Vrs M/S. LIC of India, Sambalpur

Award dated 14th Mar,2017,

The son of the complainant took four policies from the Insurer, the complainant being the nominee. The aforesaid policies were taken on 28.11.2012. Unfortunately, the life assured died on 14.08.2015. So complainant lodged a death claim in respect of all those policies. But it was rejected by LIC Sambalpur DO on the ground of non disclosure of material information regarding health. On representation to the grievance officer of LIC, the same decision was upheld. But his son had never suffered from any epileptic fits. The police without investigating properly had mentioned it only to close the case. The postmortem report

submitted by the doctor had also not disclosed about any symptoms of fits on the dead body. So finding no other way he approached for Redressal. On the other hand, the Insurer submitted SCN that the DLA took the aforesaid 4 policies on 28.11.2012, sum assured being Rs.2,50,000/-. The life assured died on 14.08.2015, i.e. within 3 years of date of commencement of policies. During investigation it was found from police papers that the policy holder had been suffering from epileptic fits from childhood. So the claim under 4 policies were repudiated on the ground of concealment of material facts regarding health from the proposals while taking the policies. . This had also been upheld by grievance officer at Zonal office.

I have elaborately gone through the documents placed before the Forum. The deceased was having four policies taken on 28.11.2012 at a time. He died on 14.08.2015. Death being unnatural, local police initiated an U.D Case and investigated in to the matter. Although in the post mortem report there is no indication of any pre-existing disease but the opinion as to cause of death is kept reserved pending chemical examination of viscera. The police submitted the final report on 31.12.2015 indicating that the deceased was suffering from epileptic fits since child hood as per statement made by the uncle-informant Sri Gobinda Chandra Das. But to my utter surprise this ailment of the insured has been suppressed and has not been disclosed in the relevant proposals submitted on 28.11.2012. Since material information regarding health has been withheld by the insured, the contract of insurance becomes null & void. In the result the complainant is not entitled to the death claim under the policies nor to any other relief whatsoever. Thus 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-041-1617-0380 Death claim

Mrs. Swarna Lata Dash Vrs M/S. SBI Life Ins.Co.Ltd.,

Award dated 11th Feb,2017,

The complainant's husband took a policy from the Insurer on 26.03.2014. He suffered from gall bladder cancer on 21.03.2015 and was treated at cancer institute, cuttack. Unfortunately, he died on 16.03.2016. Due to chemotherapy treatment at cuttack the complainant could not know the due date of premium. As nominee of the policy she lodged the death claim which was rejected by Insurer since renewal premium was not paid. Finding no other alternative she approached this Forum for Redressal. On the other hand, the Insurer submitted SCN stating that the life assured took a policy on 26.03.2014 paying Rs.19,408/- as annual premium for sum assured of Rs.1,19,000/-. The life assured reported to have died on 16.03.2016. The premium due on 26.03.2015 was not received by the company. Thus the policy was in lapsed condition as on date of death. As such, nothing was payable under terms & conditions of the policy. So the Insurer rejected the death claim.

I have elaborately gone through the documents placed before this Forum. The life assured took the policy on 26.03.2014 paying Rs.20,000/- as first premium. He died on 16.03.2016 due to cancer which was detected on 28.05.2015 by the doctor. The renewal premium of Rs.19,408/- due on 26.03.2015 was not paid by the deceased within the grace period. So as per clause 9.7.3 of policy conditions the policy lapsed due to non-payment of premium. The policy has not acquired the paid up value also as per clause 4.1.1 since 2 full years premium has not been paid. Since the policy was not in force on the date of death of life assured, no death benefit as rightly pointed by the Insurer is payable under the policy. However, the socio-economic condition of the complainant appears to be precarious. The prescription produced by her indicates that her husband suffered from cancer and was under treatment at Acharya Harihar Regional Cancer Centre, Cuttack. Perhaps that is why the renewal premium could not be paid. This seems to be a fit case for exgratia payment of the premium amount which was deposited by Life Assured. It may be a token of solace to the complainant who lost her husband in early part of life. In such view of the matter the Insurer is hereby directed to make an exgratia payment of Rs.19,400/- (Rupees nineteen thousand four hundred only) to the complainant as the said amount had been paid by her husband as first premium while taking the policy.

AWARD

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

BHUBANESWAR OMBUDSMAN CENTRE

Complaint No-BHU-L-029-1617-0374 Death Claim

Mrs. Binodini Panda Vrs M/S. LIC of India, Cuttack

Award dated 17th Mar,2017,

The son of the complainant took two policies from the Insurer, the complainant being the nominee. The first one was taken on 21.11.2014 and the other on 28.12.2014. Unfortunately, her son died on 11.04.2015. So she lodged the claim as nominee. The death claims were rejected by LIC Cuttack DO on the ground of misstatement regarding occupation/income & withholding material information regarding previous policy at the time of taking the insurance. On representation to the grievance officer of LIC the same decision was upheld. Finding no other way she approached this Forum for Redressal. On the other hand, the Insurer submitted SCN stating that the deceased was having four policies. The death claim under one policy had been paid at their end repudiating the other three policies on the ground of suppression of material facts and misstatement with fraudulent intention to defraud the corporation. On representation to grievance officer, claim under another policy had been admitted for payment. The remaining two death claims had been repudiated on the same ground as mentioned above.

I have elaborately gone through the documents placed before this Forum. The life assured took two policies on 21.11.2014 & 28.12.2014 respectively. He died on 11.04.2015. As the nominee under both the policies, the complainant lodged the death claim before the Insurer which rejected both the death claims on the ground of suppression of material facts and misstatement regarding income, occupation and previous policy details with

fraudulent intention to defraud the corporation. On perusal of both the proposal documents of the aforesaid policies, it is found that previous policy no. 599652913 dated 28-11-2013 (SA-5,00,000/-) has not been mentioned in both the proposal forms. Synergy Engineering College letter no.SIET/WF/2016/37 dated 07.01.2016 indicated that life assured was a student of M.Tech, whereas he had shown in the proposals that he was in the profession of teaching. Such misstatement or suppression of material fact on the part of the life assured at the time of taking policy, makes the contract null and void. So the Insurer has rightly rejected both the death claims. Consequently, the present 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 is treated as dismissed.

DATE: 18-11-2016

In the matter of Sh. Ravinder Kumar
Exide Life Ins. Company Ltd.

1. This is a complaint filed by Sh. Ravinder Kumar (herein after referred to as the complainant) against the decision of Exide Life Ins. Co. Ltd. (herein after referred to as respondent Insurance Company) relating to repudiation of death claim under Policy nos. 02685161, 02808193, 02820136 and 02702147 on the life of Mrs. Brahm Wati (Deceased) mother of the complainant/ **nominee under these policies which was got changed on 12-04-2016.**
2. The Insurance Company in its SCN dated 08-11-2016 submitted that the claim under these 4 policies was rejected on account of Non-disclosure of pre existing disease at the time of reinstatement of these policies on 18-04-2016 (02885161), 19-05-2016 (02808193), 19-05-2016 (02820136) and on 18-04-2016 (02702147) which were lying lapsed due to non-payment of premium due on 28-04-2015, 28-11-2014, 20-12-2014 and 11-06-2015. **These policies were reinstated on the basis of Declaration of Good Health dated 16-04-2016 (02685161) and dated 07-05-2016 (02808193 and 02820136).** On receipt of the death claim intimation from the complainant/ nominee on 27-06-2016 an early death claim investigation was got conducted by the Insurance Company and it was found that this was a case of non-disclosure of pre-existing illness of the Life Assured at the time of reinstatement of the policies with malafide and fraudulent intention. The Insurance Company submitted the medical record of Dr. B R Ambedkar Institute Rotary Cancer Hospital dated 13-04-2016 and Discharged Summary from the All India Institute of Medical Sciences New Delhi dated 28-04-2016. **As per the Hospital record the Life Assured got treatment for CA GB during the Period from 13-04-2016 to 27-05-2016 from the above 2 Institutes.** Hence, the Insurance Company resorted to Section 45 of the Insurance Act has repudiated the claim under the 3 policies and refunded the 30% of the premium paid under Policy no. 02820136.

3. I heard the both sides, the complainant as well as the Insurance Company. During the course of hearing the Company had pleaded that the death claims were repudiated on the ground of non-disclosure of the ill-health of the Life assured at the time of revival/reinstatement of all the 4 policies. The Company stated that the L.A. got treatment of cancer which was detected/ diagnosed on 13-04-2016 and got treatment for the same from Dr. B R Ambedkar Institute Rotary Cancer Hospital and from the All India Institute of Medical Sciences New Delhi from 13-04-2016 to 28-05-2016 and got the policies revived on the basis of Declaration of Good Health dated 16-04-2016 and 07-05-2016 without mentioning the treatment of cancer. This was admitted by the complainant and submitted that he had no knowledge of the fact that the detail of ill-health and treatment was to be conveyed/ informed to the Insurer. As such I see no reason to interfere with the decision taken by the Insurance Company. **Accordingly the complaint filed by the complainant is hereby dismissed.**

DATE: 17.10.2016

In the matter of Smt. Prem

Vs

Life Insurance Corporation of India

1. The Complainant stated that her husband had taken three life Insurance Policies from LIC of India on 07.02.2012. His husband was working as "Beldar" in MCD, Delhi and was fully healthy at the time of taking the policies. In the first week of February, 2013, her husband felt back pain and he was treated at home. On 1st March, 2013 he took the treatment from AIIMS, Delhi however there was no relief. He was admitted in Action Balaji Hospital on 30.03.2013 where he expired on 01.04.2013. She had submitted the papers for payment of death claim under Insurance Policies but the Insurance Company had repudiated the death claim.
2. The Insurer i.e. LIC of India in its SCN reply dated 14.10.2016 stated that the Insurance Policies were issued with date of commencement as 07.02.2012. The LA expired on 01.04.2013. The DLA had given false answers to the questions related to his health in the proposal form. Prior to the date of Insurance, the complainant had taken treatment from AIIMS for CT and RT (Chemotherapy and Radiotherapy) from 19.01.2011 to 15.03.2011 for tongue cancer. The medical attendant certificate by AIIMS hospital also stated that the deceased was

suffering from the disease from last 5 years and he had right side neck swelling for the last 3 years. It was also stated in the certificate that the deceased life assured had first consulted for the illness on 20.12.2010.

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 three Insurance Policies in 02/2012 and he expired on 01.04.2013. He was not suffering from any illness at the time of taking the policies. The Insurance Company had, however, 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 proposing for Insurance. I find that the Insurance Policy Nos. 331860333, 331860334 and 331860335 were issued with date of commencement as 07.02.2012. The Life Assured expired on 01.04.2013. The investigation done by the Insurance Company revealed that the deceased life assured had taken treatment from AIIMS hospital for CT and RT from 19.01.2011 to 15.03.2011 for tongue cancer. The deceased life assured had, however, not disclosed this fact while proposing for the insurance under the policies. In view of fact that the past illness record was not mentioned while proposing for insurance, the decision to repudiate the death claim on ground of withholding of vital information seems to be appropriate. However, considering the pecuniary condition of the family, an amount of Rs. 100000/- under all the three insurance policies no. 331860333, 331860334 and 331860335 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 award.

DATE : 17.10.2016

In the matter of Sh. Lalu Singh Patel

Vs

Life Insurance Corporation of India

1. The Complainant stated that his brother Lt. Sh. Sanjay Singh Patel, who had taken a Life Insurance Policy from LIC of India, had expired on 03.03.2013. He had submitted all the papers for payment of death claim but the Insurance Company had repudiated the death claim.
2. The Insurer i.e. LIC of India submitted that Insurance Policy No. 117203889 in the name of Lt. Sh. Sanjay Singh Patel with Sum Assured amount of Rs. 975000/- was issued on 01.09.2012 (Proposal Form dated 24.09.2012). Along with this policy, hefty life Insurance cover was taken on the life of deceased Life Assured simultaneously i.e. Rs. 54 Lac from Aviva Life and Rs. 2 Lac from ICICI

Life. The Life Assured was found murdered on 03.03.2013 with his face disfigured. The Deceased Life Assured had no dependants i.e. Spouse, parents or children. The nomination was made in favor of his brother i.e. Sh. Lalu Singh Patel and the first premium cheque was issued by the deceased widowed sister-in-law. Both the persons did not have or low insurable interest. Further the Aviva Life Insurance had repudiated the death claim under the policy no. NPA0072429 taken on 26.12.2012 for Sum Assured amount of Rs. 54 Lac on account of fraudulent intent.

3. I heard both the sides. The complainant submitted that his brother had taken an Insurance Policy from LIC of India and the Insurance Company had repudiated the death claim. The Insurance Company submitted that first premium payment under the Insurance Policy was made through a third party cheque who was not related to the deceased life assured and who had also no insurable interest in the deceased life assured. The deceased life assured had taken high sum assured policies from other insurance companies also and he had no dependants i.e. spouse, children or parents. The Life assured was found murdered in suspicious circumstances.

I find that Insurance Policy was issued with date of commencement as 01.09.2012. The Life assured under the policy was found murdered on 03.03.2013 and only the first premium payment was made under the policy. During the hearing, the complainant admitted that first premium cheque was issued by Smt. Renu Gangwar. On enquiring about the relationship of Smt. Renu Gangwar with the deceased life assured, the complainant stated that she was the widow of Lt. Sh. Pankaj Singh Gangwar who was the cousin brother of deceased life assured and the nominee as they belonged to the same "Gotra". As such Smt. Renu Gangwar was related as Sister in Law of the deceased life assured belonging to the same "Gotra". The letter dated 02.05.2014 submitted by Smt. Renu Gangwar also support the same. The Insurance policy was procured through a person who had no insurable interest in the deceased life assured. In absence of insurable interest, the insurance is void and no agreement between the parties dispensing with this requirement can be effective. The Insurance Company was, however, also lax in fulfilling its responsibilities as they had not verified the third party cheque payment before accepting the proposal. I therefore, hold that Insurance Company was right in repudiating the death claim and see no reason to interfere with the decision of the Insurance Company. The Insurance Company is however, directed to refund the first premium amount received under the Insurance Policy No. 117203889.

The complaint filed by the Complainant is disposed off.

DATE: 17.11.2016

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

1. The Complainant stated that the death claim on the life of her deceased husband had been repudiated by the Insurance Company.
2. The Insurer i.e. LIC of India in its SCN reply dated 26.10.2016 submitted that Insurance Policy no. 473827976 was issued on the basis of proposal no. 9194 dated 11.12.2013 with date of commencement as 01.10.2013. The deceased life assured committed suicide on 26.10.2014 by hanging himself. As per FIR dated

26.10.2014 and Postmortem report of Surat Municipal Institute of Medical Education and Research, the cause of death was "Asphyxia" due to hanging. The death claim under the policy was repudiated in view of Suicide clause of the policy where it is written that the policy shall be void if the Life Assured commits suicide at any time on or after the date of commencement of risk but before the expiry of the one year from the date of this policy.

3. I heard both the sides. The complainant stated that date of commencement under the policy was 01.10.2013 and death of her husband occurred on 26.10.2014. The Insurance Company had repudiated the death claim on the life of her husband under suicide clause of the policy. The Insurance Company submitted that deceased life assured had committed suicide within the one year from the date of the policy and as per conditions and privileges of the policy, no death claim was payable under the policy.

I find that the Insurance policy no. 473827976 was issued on the basis of proposal form dated 11.12.2013. Under the proposal from the deceased life assured had opted for dated back of the policy to 01.10.2013. The Insurance Company had issued the policy dated 20.12.2013 with date of commencement as 01.10.2013. The life assured expired on 26.10.2014 and as per post mortem report of Surat Municipal Institute of Medical Education and Research, the cause of death was "Asphyxia due to hanging".

I had gone through the conditions and privileges in respect of suicide under the policy which states that **"this policy shall be void if the Life Assured commits suicide (whether sane or insane at the time) at any time on or after the date on which the risk on the policy 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 this policy except to the"** Under this policy though the date of commencement of risk is 01.10.2013 but the date of the policy is 20.12.2013 and the life assured had committed suicide on 26.10.2014 which is before the expiry of one year from the date of the policy. The Hon'ble Supreme Court in its decision dated 09.10.1998 under the case Life Insurance Corporation of India Vs Sh. Dharam Vir Anand had stated that date of policy is the date on which the policy had been issued and not the date on which the risk under the policy had commenced by way of dated back. In view of above, I hold the decision of Insurance Company to repudiate the death claim under the suicide clause under the Insurance Policy no. 473827976. I, therefore, see no reason to interfere with the decision of the Insurance Company. The complaint filed by the Complainant is disposed off.

DATE: 17.11.2016

In the matter of Smt. Mary George
Vs
Life Insurance Corporation of India

- 1.** The Complainant stated that the Insurance Company had repudiated the death claim on the life of her husband. Her husband was not suffering from any illness for the last 5 years and had been maintaining good health. The reason for death of her husband was cancer which was detected 3 days before his death.
- 2.** The Insurer i.e. LIC of India in its SCN reply dated 02.11.2016 submitted that Insurance Policy no. 334012709 was issued on 23.06.2014. The Life Assured

expired on 28.04.2016. The deceased life assured had given wrong answers to the questions related to his health while proposing for Insurance. The deceased life assured was suffering from DM T2 and had been taking treatment before proposing for Insurance.

3. I heard both the sides, the Complainant and the Insurance Company. During the course of hearing, the Complainant stated that his husband was admitted in Hospital and was diagnosed for dyspnea, pulmonary thrombus, pancreas, respiratory distress etc. related problems and had expired within a week after admission in hospital. He did not have any health related issue before this sudden illness. The Insurance Company submitted that the deceased life assured was suffering from Diabetes for the last six years and he had not disclosed the said facts while proposing for Insurance.

I find that the Insurance Company had repudiated the death claim on the ground of deceased life assured suffering from diabetes before proposing for Insurance. However on reaching this conclusion, the Insurance Company relied on death summary only and they could not substantiate the same by providing any evidence regarding treatment of the same in the past. The treatment record of the deceased life assured also did not show that he was treated for diabetes. I therefore, hold that the Insurance Company was not right in repudiating the death claim without having any substantial proof regarding past illness.

Accordingly, an award is passed with the direction to the Insurance Company to settle the death claim for full sum assured amount of Rs. 2 Lac under the Insurance Policy NO. 334012709.

DATE: 17.11.2016

In the matter of Sh. Rajeshwar Singh

Vs

Life Insurance Corporation of India

1. The Complainant stated that the Insurance Company had repudiated the death claim on the life of his wife.

2. The Insurer i.e. LIC of India in its SCN reply dated 02.11.2016 submitted that Insurance Policy no. 333785713 was issued on 24.12.2012. The Life Assured expired on 30.06.2015. The deceased life assured had given wrong answers to the questions related to her health while proposing for Insurance. The deceased life assured was suffering from heart disease and she had undergone PTCA and stent to LDA on 27.01.2010 and the same was not disclosed in the proposal form. 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 the Insurance Company had repudiated death claim on the life of her wife. The complainant admitted that the deceased Life Assured was suffering from heart related disease and she was also operated for the same but the said details were not disclosed while proposing for Insurance. The Insurance Company submitted that the death claim was repudiated on account of non disclosure of material facts. I find from the discharge summary dated 29.11.2014 of Sir Ganga Ram Hospital that the deceased life assured was a known case of CAD, Post PTCA and stent to LAD was also done on 27.01.2010. The proposal form under Insurance Policy No. 333785713 was signed on 18.10.2012 and the deceased Life Assured had replied "NO" regarding the past ailment / treatment / operation etc. information sought under question No. 11 of the proposal form under the policy.

I find that the deceased Life Assured had withheld very important information in respect of her previous illness / operation in the proposal form 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: 14.12.2016

In the matter of Smt. Seema Bahl
Vs
Life Insurance Corporation of India

1. The Complainant stated that the Insurance Company had repudiated the death claim on the life of her husband.
2. The Insurer i.e. LIC of India in its SCN reply dated 13.12.20016 submitted that Insurance Policy No. 125671592, 125676136 and 125676137 has been issued with DOC as 19.07.2011, 28.03.2012 and 28.03.2012 respectively. The Life Assured expired on 29.01.2014. The deceased life assured had been suffering from diabetes since childhood and had not disclosed the same while proposing for Insurance. They had however refunded the 95% premium amount to the claimant under single premium insurance policies bearing no. 125676136 and 125676137 as per provisions of the plan.
3. I heard both the sides, the Complainant and the Insurance Company. During the course of hearing, the Complainant stated that her husband had declared his diseases to the agent of the Insurance Company but he did not mention the same on the proposal forms. 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 proposing for insurance. I find that the deceased life assured had taken three insurance policies during the intervening period of 07/2011 to 03/2012. The death summary of deceased life assured dated 26.01.2014 states that " Sh. Anup Bahl, 26 years old male a known case of juvenile diabetes, hypertension, left eye blindness and CKD....." The deceased life assured had, however, not disclosed the said information while proposing for Insurance and he had replied "NO" regarding information on pre existing illness.

I find that the deceased Life Assured had withheld vital information while submitting the proposal forms. The Insurance Company had already refunded the 95 % amount under single premium policies as per provisions of the plan. I hold 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 : 19.01.2017

In the matter of Smt. Sunita Bhushan
Vs
Life Insurance Corporation of India

1. The Complainant stated that the date of maturity of the insurance policy no. 330122404 was 25.03.2015 and her husband had expired on 07.10.2014 but the Insurance Company refused to pay the Double Accidental Death benefit under the policy.
2. The Insurer i.e. LIC of India in its SCN reply dated 17.01.2017 stated that Insurance Policy No. 330122404 had been issued with Date of commencement as 25.03.1995 and premium paying term as 15 Years and policy term as 20 Years. Under the policy, the premium paying term ended on 25.03.2010. As per term and conditions of the policy, if death on account of accident occurs after the expiry of the premium paying term i.e. 25.03.2010, accidental benefit is not payable. The Life assured under the case had expired on 07.10.2014 and, therefore, as per the terms and conditions of the policy, double accidental death benefit was not payable.
3. I heard both the sides, the Complainant represented by her brother and the Insurance Company. The complainant stated that the Insurance Policy no. 330122404 had matured on 25.03.2015 and the Life Assured under the policy had expired on 07.10.2014 but even then the Insurance Company had repudiated the double accidental death benefit under the policy. The Insurance Company stated that the said benefit had been repudiated as the same was not payable as per terms and conditions of the policy.

I find that Insurance Policy No. 330122404 was issued on 25.03.1995 with premium paying term as 15 years and policy term as 20 yrs. The conditions and privileges in respect of accident benefit under the policy states that "If at any time when this policy is in force for the full sum assured, the Life Assured, before the expiry of the period for which the premium is payable or before the Policy Anniversary on which the age nearer birthday of the Life Assured is 70 years whichever is earlier, is involved in an accident-resulting in either permanent disability as hereinafter defined or death..... ." The premium payment term under the policy expired on 25.03.2010 whereas the Life Assured had expired on 07.10.2014 i.e. after the completion of premium paying term. I therefore, hold 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 : 13.02.2017

In the matter of Sh. Rajiv Kumar Singh
Vs
Life Insurance Corporation of India

1. The Complainant stated that he had received death claim forms from LIC for signing the forms along with his brother and submitting the same to the office of Insurance Company for payment of death claim. He however, had not been death claim under the policies.
2. The Insurer i.e. LIC of India in its SCN reply dated 24.01.2017 stated that a total of five Insurance Policies bearing no. 288218293, 288218295, 288218296, 288218297 and 288218306 were issued on the life of Lt. Sh. Birendra Pratap Singh. After the death of the life assured, Sh. Rajiv Kumar Singh had submitted papers for payment of death claim under Insurance Policies no. 288218295 and 288218306 and an amount of Rs. 4 Lac was paid on 13.07.2016 through NEFT. Under the two Insurance Policies bearing no. 288218296 and 288218297, they found that name of Sh. Vikas Singh, the brother of Sh. Rajiv Singh, had been stated as nominee. Accordingly, an amount of Rs. 4 Lac was paid to Sh. Vikas Singh on 22.10.2016 through NEFT. As regards, the fifth Insurance policy bearing no. 288218293, they found that there was a joint nomination in the name of Sh. Rajiv Kumar Singh and Vikas Singh. Both the claimants were requested to submit the joint claim forms and joint bank account particulars but the same had not been submitted till date and hence the death claim is pending under this policy.

3. I heard both the sides. The Complainant stated that the Insurance Company had not paid death claim to him under Insurance Policies no. 288218296, 288218297 and 288218293. The Insurance Company submitted the copy of proposal forms under all the three Insurance Policies no. and as per proposal forms, Sh. Vikas Singh had been mentioned as nominee under Insurance Policies no. 288218296 and 288218297. Accordingly, they had settled the death claim in favor of Sh. Vikas Singh. Under Insurance Policy no. 288218293, there was joint nomination in favor of Sh. Rajiv Kumar Singh and Sh. Vikas Singh and they had asked both the nominees to complete the claim forms for payment of death claim, however the same had not been submitted till date and as such death claim had not been paid.

I find that the Insurance Company had already settled the death claim under Insurance Policy Nos. 288218296 and 288218297 on the basis of nomination registered under proposal forms. Hence, I see no reason to interfere with the decision of the Insurance Company under the above stated two Insurance Policies. As regards the Insurance Policy No. 288218293, the complainant is advised to submit the claims forms as per the requirement of the Insurance Company and the Insurance Company is directed to settle the death claim under the policy within 15 days on completion of all the requirements. The complaint filed by the Complainant is disposed off.

DATE: 14.03.2017

In the matter of Smt. Geeta Sharma

Vs

Life Insurance Corporation of India

1. The Complainant stated that the Insurance Company had repudiated the death claim on the life of her husband. Her husband had not taken any treatment for the last 5 years, however death claim on the life of her husband had been repudiated.
2. The Insurer i.e. LIC of India in its SCN reply dated 28.02.2017 submitted that Insurance Policy Nos. 126576378 and 126601196 were issued with Date of commencement as 28.03.2012 and 28.09.2013 respectively. The Life Assured expired on 29.09.2014. The medical attendant of Delhi Heart and Lung Institute, who was also the usual attendant of the deceased life assured, revealed that the deceased life assured was suffering from heart disease for the last 5 years and he also had PCABG surgery marks on his chest. The deceased life assured had not disclosed the same while proposing for insurance under the above stated policies. The Insurance Company had however, refunded the amount of Rs. 40800/- towards refund of 85 % of premium under Single premium policy no. 126576378.
3. I heard both the sides, the Complainant and the Insurance Company. During the course of hearing, the Complainant stated that her husband had not any illness for the last 5 -6 years but 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 proposing for insurance.

I find that the deceased life assured had taken two insurance policies bearing no. 126576378 and 126601196 on 28.03.2012 and 28.09.2013 respectively. The life assured expired on 29.09.2014. The medical attendant of the deceased life Assured from Delhi Heart and Lung Institute stated in the Medical Attendant form that the deceased had PCABG surgery mark over chest near sternum and he was his regular medical attendant on and off after the surgery. He further stated that the deceased had symptoms of the illness of Chest Pain for the last 5 years. The deceased life assured had, however, not disclosed the said information while proposing for Insurance and he had replied "NO" regarding information on pre existing illness.

I hold that the deceased Life Assured had withheld vital information with respect to past illness while submitting the proposal forms. Hence, I see no reason to interfere with the decision of the Insurance Company to repudiate the death claim under the Insurance Policy Nos. 126576378 and 126601196. The complaint filed by the Complainant is disposed off.

DATE: 15.03.2017

In the matter of Smt. Prem Sila
Vs
Life Insurance Corporation of India

1. The Complainant stated that the Insurance Company had repudiated the death claim on the life of her husband. She had requested the Insurance Company to pay the death claim but her request had not been acceded to.
2. The Insurer i.e. LIC of India in its SCN reply dated 28.02.2017 submitted that Insurance Policy Nos. 126493517 and 126493519 were issued with Date of commencement as 28.02.2013 for Sum Assured Amt. of Rs. 3 Lac and Rs. 5 Lac respectively. The Life Assured expired on 03.09.2015. The deceased life assured had also procured another policy of LIC bearing no. 126344453 and he had not disclosed the same while proposing for above stated two insurance policies. The non disclosure of previous policy had resulted in to acceptance of new proposals on the basis of underwriting requirements of Rs. 8 Lac whereas if the same had been declared, the new proposal would have been considered on the basis of underwriting requirements of Rs. 10.50 Lac and accordingly medical reports and

tests would have been conducted. The death claim was repudiated subject to refund of all the premiums collected under the policies from the date of commencement. They had paid the death claim under the Insurance Policy No. 126344453.

3. I heard both the sides, the Complainants and the Insurance Company. During the course of hearing, the Complainant stated that the Insurance Company had repudiated death claim under Insurance Policy Nos. 126493571 and 126493519 on the life of her husband. The Insurance Company submitted that the deceased life assured had procured an Insurance Policy in 01/2013 from BO-12T of the Insurance Company and after that procured two Insurance Policies in 02/2013 from another branch office i.e. BO-11 P. While procuring the policies in 02/2013, he had not disclosed the details of earlier policy procured in 01/2013 and this resulted in to acceptance of new proposals without conducting of some medical tests. The death claim was repudiated as the deceased life assured had not disclosed the details of previous policy.

I find that the deceased life assured had procured the below mentioned three Insurance Policies:

Policy No. (Rs.)	Date of Commencement	Sum Assured Amt.
126344453	28.01.2013	250000
126493519	28.02.2013	500000
126493517	28.02.2013	300000

The Date of birth of the Life Assured was 15.07.1971 i.e. 42 yrs. I have gone through the underwriting practices / special reports chart of the Insurance Company and as per this chart, the Life Assured with age of 36 to 45 yrs (Last Birthday) are eligible for issuance of policies up to the Sum under consideration of Rs. 10 Lac without any special reports. The Sum Under consideration under the above stated policies comes to Rs. 10.50 Lac and as per underwriting chart of the Insurance Company, the deceased life assured had to go for special reports of Lipidogram, FBS, RUA, Elisa for HIV Hb % to ascertain the medical history / state of the deceased life assured.

I also find that the Life assured had expired on 03.09.2015 and since the claim under all the three policies had arisen within 3 years, the death claim had been treated as early claim by the Insurance Company and the same were investigated as per the provisions of early claim. After investigation, the Insurance Company paid the death claim under first Insurance policy i.e. 126344453 which means that they did not find any concealment or suppression of material fact related to medical history of the deceased life assured. Admittedly, the details of the first Insurance Policy had not been stated in the

proposal forms of subsequent insurance policies but here I would also like to go to the background of the deceased life assured. The deceased life assured was not much educated and the proposal forms had been filled and witnessed by the Agent of the Insurance Company in "English" language and the deceased life assured had signed it in "Hindi" language and that too in a distorted way.

In view of the aforesaid facts, I hold that the Insurance Company has rejected the claim on very technical ground. The Insurance Company has no material facts to disclose that the policy holder had made deliberate intention to cause loss to the Insurance Company.

Accordingly an award is passed with direction to the Insurance Company to settle death claim for full sum assured amount under Insurance Policy No. 126493571 and 126493519. 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: 23.03.2017

In the matter of Mrs. Neera Gupta

Vs

PNB MetlifeInsurance Company Ltd.

1. The complainant stated that her husband had taken a policy no. 21501355 for Rs. 8,40,000/- from PNB Metlife Insurance Ltd. Policy commenced on 21.02.2015. Her husband died on 29.04.2016. Complainant filed the claim papers with the Insurance Company on 20.06.2016 Company repudiated the claim vide letter dated 20.07.2016 with the reason non-disclosure of material facts in the proposal papers. Complainant alleged that her husband was not suffering from Diabetes or any significant hypertension. He suffered severe electrolyte imbalance for which he had to be admitted to hospital for the first time in Jan, 2016 and there was no such non-

disclosure. She has requested for directing the Insurance Company for payment of claim.

2. The Insurance Company submitted vide SCN dated 23.02.2017 that late Sh. Ram Kumar Gupta had taken an Insurance Policy on 21.02.2015 for Rs. 8,40,000/- Life insured died on 29.04.2016. In the case summary of Sir Ganga Ram Hospital it was observed that Life Assured was suffering from Hypertension since 7 years which was not disclosed in the proposal forms. Insurance Company repudiated the claim on the basis of non-disclosure of material facts vide letter dated 20.07.2016. In the death certificate issued by Sir Ganga Ram Hospital, immediate cause of death was ARDS. Insurance Company has requested to dismiss the complaint.
3. I heard both the sides, the complainant and the Insurance Company. The complainant stated that her husband had taken a policy for Rs. 8,40,000/- on 21.02.2015. He died on 29.04.2016. The Insurance Company repudiated the death claim with the reason non-disclosure of material facts in the proposal forms. Case Summary of Sir Ganga Ram Hospital revealed that the deceased life assured was a known case of hypertension since seven years diabetes mellitus on insulin. Complainant alleged that her husband was not suffering from diabetes or any significant hypertension. Complainant submitted that her husband was admitted in hospital for first time in his life in Jan, 2016. Heavy doses of steroids to treat this Auto Immune disorder resulted in diabetes it was during induced. She also submitted a certificate from Dr. B. S. Solanki, HOD NEPHROLOGY from Sant Parmanand Hospital Supporting her submissions. I hold that it is not a case of non-disclosure. **Accordingly an Award is passed with the direction to Insurance Company to make payment of death claim as per rules.**

DATE: 27-01-2017

In the matter of Mr. Yatinder Aggarwal

Vs

PNB Metlife India Insurance Company Ltd. (Gurgaon)

1. The complainant stated that his mother Smt. Malti Devi Aggarwal was insured with PNB Metlife for Rs. 4,20,000/- commencing from September 2014. She died on 5th June 2016. The complainant being nominee under the policy, submitted the necessary forms for payment of death claim under the policy. Insurance Company repudiated the claim due to non-disclosure of previous medical history of life assured. Insurance Company stated that late Mrs. Malti Devi Aggarwal was suffering from pneumonitis and also went through CAG prior to policy issuance. In the proposal form dated 16-09-2014, the concerned question was answered 'NO' by Late Ms. Malti Devi.

2. The Insurance Company i.e. P.N.B Metlife India Insurance Company Ltd. stated in its SCN that deceased life assured Smt. Malti Devi Aggarwal had concealed the material facts regarding her health and previous medical treatment. The Life assured had undergone CAG in 2012 and treatment for pneumonitis in 2013 at Medanta Hospital Gurgaon. Moreover life assured was suffering from diabetes mellitus, hypertension, dilated cardiomyopathy with LVED 20% so the Insurance Company repudiated the claim vide letter dated 25-07-2016. In view of the above, it is requested that the complaint may be dismissed.
3. I heard both the sides, the complainant and the Insurance Company. The complainant stated that his mother had taken a policy for a sum assured of Rs. 4,20,000/- in Sept 2014. She died on 5th June 2016. Insurance Company had repudiated the death claim payable to the complainant (i.e. nominee of the policy). The Insurance Company stated that it had repudiated the death claim payable to nominee due to non-disclosure of previous medical history of life assured. Insurance Company stated that the life assured had undergone CAG in 2012 and treatment for pneumonitis in 2013 at Medanta Hospital Gurgaon. Had these disclosures been made before taking the policy, the Insurance Company may not have issued the policy or may have issued with extra premium. I therefore, see no reason to interfere with the decision of Insurance Company to repudiate the death claim. **Accordingly, the complaint filed by the complainant is disposed off.**

DATE: 05.10.2016

In the matter of Ms. Shanti Devi

Vs

HDFC Life Insurance Company Ltd.

1. The complainant stated that her husband Mr. Sunahari Lal purchased 3 policies from HDFC Life one each in Jan, 2013, April 2014, and May, 2015 for risk cover and savings. Unfortunately, on 23.05.2015, Sh. Sunehari Lal met with an accident and succumbed to injuries on the spot. The claim was lodged to Insurance Company for all the three policies but Insurance Company rejected the claim stating the reason; The life assured's occupation and income was misrepresented in the application of all the above policies. However, the Insurance Company paid the fund value of Rs.

22943/-(Policy No. 17619455) and Rs. 87884/- (Policy No. 15771912). The complainant further alleged that the proposal forms of the policies were not filled by her husband but by Insurance Company advisor, Mr. Ashish . Sh. Sunehri Lal was an electrician and died in car accident which had nothing to do the occupation. The complainant requested for payment of full claims under the policies

2. Insurance Company reiterated their written submission dated 19.09.2016 and stated that the policy was issued on the basis of duly filled and signed proposal forms. At the time of submitting the proposal forms of policies, Sh. Sunehri Lal furnished incorrect information about his income and occupation. Sh. Sunehri Lal showed himself as a self employed with the annual income of Rs. 320000/-. On enquiry the Insurance Company found that Sh. Sunehri Lal was working in electricity department and used to distribute the bills of electricity. The Life Assured withheld the material fact about his life, hence the claim was rightly rejected.

3. I heard both the sides, the complainant as well as the Insurance Company. The complainant submitted that her husband, Sh. Sunehri Lal purchased three policies from Jan 2013 to May, 2015 who met with an accident on 23.05.2015 on his way from Mainpuri to Eita in U.P and succumbed to injuries on the spot. The complainant further stated that she applied for death claim payment but Insurance Company rejected the claim stating that Sh. Sunehri Lal filled wrong information in the proposal form about his occupation, income and with held the material information at the time of taking policies. During the personal hearing, the complainant submitted that her husband was not much educated and was only 5th pass. He had not filled any proposal form. The proposal forms were completed online through Bancassurance by Insurance Company and showed different occupations in all the proposal forms.

The Insurance Company contended that Sh. Sunehri Lal was working in electricity department and used to distribute the electricity bills, but in proposal forms, he showed himself as a businessman Insurance Company further stated that under policy no. 17619455 date of risk commencement was 26.05.2015 and life assured Sh. Sunehri Lal died on 23.05.2015, where risk had not started as yet. The complainant submitted that her husband died in a road accident and it had nothing to do with the occupation of the Life Assured, hence full claim be paid. I find that the complainant died in raod accident and the policies were inforce at the time of death. The occupation and income of the Life Assured were verified at the time of underwriting of proposals by Insurance Company and policies were issued. I find that the two policies were inforce on the date of death , hence claim is to be paid while under policy no. 17619455 the risk cover had not commenced as yet, it is regretted **Accordingly, the Insurance Company is directed to settle full death claim payment under policy no. 15770912 and 1682136. The complainant under policy no. 17619455 is hereby dismissed.**

Date:31.10.2016

In the matter of Mrs Sanjeevinder Kaur Sidhu

Vs

PNB Met Life Insurance Company Ltd.

1. The complainant alleged that her husband Lt. Sh. Rahul Sehgal had taken the said policy on 10-12-2013 and expired on 07-05-2015. She submitted the claim documents on 25.08.2015 with the cause of death as "Cancer" Her claim was rejected vide letter dated 19.09.2015 which was received by her 10-12 Feb 2016 for the reason 'Non-Disclosure'. In the rejection letter it was stated that application form dated 06-02-2013 stated 'No' to Carcinoma. Her husband had clearly stated in the application form

that he had a history of Carcinoma. Company refused to share the copy of the form with her. Her husband had handed over the proposal form to the agent with a 'yes' to history of Carcinoma and she feared that she had been duped and the form too had been changed. She had given the medical papers of her husband's pre-existing disease to the company's representative. Her husband had a commando surgery in the right mandible that was clearly visible with the naked eyes. Company had sent the rejection letter by ordinary post on 19-09-2015 which could not reach her and later on she received in Feb.2016. After approaching Insurance Company she approached this forum for payment of death claim.

2. The Insurance Company in its reply dated 20.09.2016 submitted that the policy was issued on 10.12.2013 for sum assured of Rs. 13,04,000/-. The Insurance Company received the death claim on 25.08.2015 informing that Life Assured expired on 07.05.2015. The claim was repudiated on 19.09.2015 due to non disclosure of material facts regarding the deceased life assured (DLA) in the proposal papers. Insurance Company has received medical records which indicate that Lt. Sh. Rahul Sehgal was suffering from carcinoma and had taken the treatment for the same in 2012 i.e. prior to proposal for insurance dated 10.12.2013. The DLA did not disclose such facts at proposal stage hence it was requested to dismiss the complaint as false and vexatious.

3. I heard both the sides, the complainant as well as the Insurance Company. During the course of hearing the complainant stated that death claim on the life of her husband had been repudiated by the Insurance Company on account of non disclosure of past illness. Her husband had informed the details of his past illness and treatment to the representative of the Insurance Company and the same was also mentioned in the proposal form. The proposal form attached in the policy document does not have the details regarding medical history of the deceased Life Assured. The Insurance Company submitted that the death claim was repudiated as the deceased Life Assured was suffering from Carcinoma and had taken treatment prior to the date of proposal for Insurance, which was not disclosed while proposing for insurance.

I find that the policy document available with the complainant does not have any proforma/ papers regarding medical history of the deceased Life Assured. Though the Insurance Company had submitted the Physical / Medical Questionnaire proforma along with their reply dated 19.09.2016 to the Office of Insurance Ombudsman and in the said proforma, the life assured had declared his health as "Good" in every respect and had also stated that he did not have any medical problem in the past. However, the said proforma is not found attached in the policy document sent to the deceased life assured. The Insurance Company was directed to submit the original policy document to verify the same. The Insurance Company had submitted the original policy document. On observation of the original policy document, I find that in this document also, there were no papers regarding the medical history proforma of the deceased life assured. Hence, the authenticity of this proforma submitted by the Insurance Company along with its written reply could not be ascertained. The complainant stated that her

husband had disclosed all the details regarding his past medical history while proposing for insurance. I find that Insurance Company could not substantiate the non disclosure in the absence of any authenticated document submitted by the Insurance Company. **Accordingly an award is passed with the direction to the Insurance Company to make the payment of death claim to the claimant within the 30 days.**

SHEELA

SBI LIFE INS CO.LTD.

DEATH CLAIM EXGRATIA

The fact of the complaint is that complainant's husband Sh Ram Lal purchased a policy, bearing no. 56067032010 from respondent co. for SA of Rs. 150000/- on 25.12.2013. The Life Assured reported to have died on 19.04.2016. The complainant had submitted all the relevant papers for settlement of death claim of her husband but the respondent company repudiated the said death claim on the basis of policy being in lapsed condition and paid only fund value with bonus amounting to Rs.24798/-. The insurer in its SCN replied that death claim was repudiated as the policy was not in force as on death of Mr Ram Lal as the renewal premium due on 25.12.2015 was not received under the said policy. Thus, in the instant case, policy balance amount of Rs.24797.53 /- had been credited in the account of nominee.

During personal hearing the complainant agreed that only two yearly premiums had been paid in the subject policy. Insurance company submitted that they had paid Fund Value of the policy as it was in lapsed condition. Looking into the pecuniary condition and Sum Assured being only Rs. 150000/-, an award is passed with the direction to the insurance company to pay ex-gratia amount of Rs. 50000/- to the complainant.

JITENDRA GIDWANI

MAX LIFE INS CO.LTD.

PERMANENT DISABILITY BENEFIT REJECTION

The complainant had purchased a policy, bearing no. 314964164 from respondent co. for SA of Rs. 368048 with riders of Accident benefit and Dread Disease for Rs.100000/- in Dec.2007. The Life Assured met with an accident on 31.07.2016 and lost his right hand. The complainant had submitted all the relevant papers for settlement of permanent disability claim but the respondent company denied to settle the said claim by saying that loss of one organ does not fall under the definition of permanent disability.. The Insurance Company in its SCN submitted that complainant was suffering (loss of one organ) as a result of an accident and this disability did not qualify him for benefits under the terms and conditions (Clause 4.2b) of the contract and hence claim was repudiated.

During personal hearing the complainant submitted that he had lost his one limb, i.e. right hand in an accident which occurred on 31.07.2016. The Insurance Company submitted that the claim was declined as per T&C of the policy. It was observed that as per T&C of the policy, the claim of permanent disability is payable only when two limbs are affected. Accordingly the complaint filed by the complainant was dismissed.

Award No. IO/KOC/A/LI/0121/2015-16

Complaint No. KOC-L-008-1617-0380

Award passed on : 21.12.2016

Mrs. Juby Saji Vs Bharti AXA Life Ins. Co. Ltd.

Denial of death claim on a policy

The husband of the complainant has taken a policy from the respondent Insurer on 29/09/2014. The Sum Assured was Rs.12 lakh and the term of the policy was 15 years with an annual premium of Rs.1.56 lacs. Her husband was hospitalized on 06/08/2015 due to high BP and expired on 08/08/2015 due to massive upper G.I.bleed. A death claim was preferred with the Insurer, which has been repudiated by stating that non disclosure of material information at the time of submitting the proposal for Insurance. She appealed to the Grievance Cell of the Insurer for review of the claim, for which no reply has been received even after one month of representation. Hence, she filed a complaint before this Forum, seeking direction to the Insurer for admission of the claim.

Decision : The complaint is dismissed.

\$\$\$ \$\$\$\$

Award No. IO/KOC/A/LI/0132/2015-16

Complaint No. KOC-L-029-1617-0401

Award passed on : 23.12.2016

Mrs. T. Vasantha Vs LIC of India (Kozhikode)

Repudiation of death claim on a policy

The Complainant's Son, Sri. K.C. Sumesh had taken one Policy each in 2009 and 2012. He expired on 20/11/2012 due to Cardiac arrest. Death claims were preferred with the Insurer, which were repudiated by citing concealment of facts at the time of taking the policy. Subsequently, a Lawyer Notice was sent to the respondent Insurer calling upon them to reconsider the admission of the claims. The Insurer has decided to sanction a sum of Rs.10000/- in one of the policies. She appealed to the Grievance Cell of the Insurer for a review of the claims and she was informed that Rs.75000/- has been sanctioned as ex-gratia and paid to her on 22/09/2016. As the full Sum Assured with Benefits were not considered as claim under the policies, she filed a complaint before this forum, seeking direction to the Insurer for admission of full Sum Assured with benefits, interest and compensation for mental agony caused to her by the illegal act of the respondent Insurer.

Decision : The complaint is dismissed.

\$\$\$ \$\$\$\$

Award No. IO/KOC/A/LI/0143/2015-16

Complaint No. KOC-L-029-1617-0309

Award passed on : 23.12.2016

Mrs. Bindhu Raj Vs LIC of India (Trivandrum)

Repudiation of death claim on a policy

The Complainant's husband had an Insurance policy (No.392104687) with the respondent Insurer, taken on 28/04/2013. On 22/12/2014, the Insured met with a road accident, sustained serious injuries including head injury and succumbed to the injuries on 31/12/2014. A death claim was preferred with the Insurer, which has been repudiated by stating that the insured has withheld correct information and made deliberate mis-statements regarding his health at the time of effecting the assurance. She appealed to the grievance Cell of the Insurer for a review of the claim stating that the cause of death of her husband was injuries caused by road accident and not the so called suppressed facts, but in vain. Hence, she filed a complaint before this forum, seeking direction to the Insurer for admission of the claim

Decision : The complaint is dismissed.

\$\$\$\$\$\$\$\$

Award No. IO/KOC/A/LI/0146/2015-16

Complaint No. KOC-L-029-1617-0313

Award passed on : 23.12.2016

Mrs. Prasanna Vs LIC of India (Kottayam)

Repudiation of death claim on a policy

The complainant's husband, Sri. Thankappan.G, had a conventional policy (No 395465334) with the respondent insurer. The policy was lapsed due to non-payment of premium due from March, 2014. The policy was revived on 29/09/2014 on the strength of a personal statement regarding health. He expired on 07/06/2015. A death claim was preferred with the Insurer, which has been repudiated by stating that non disclosure/ suppression of material facts at the time of revival of the policy. She appealed to the Grievance Cell of the Insurer for a reconsideration of the claim, but in vain. Hence, she filed a complaint before this Forum, seeking direction to the Insurer for admission of the claim on humanitarian grounds.

Decision : The complaint is dismissed.

\$\$\$\$\$\$\$\$

Award No. IO/KOC/A/LI/0151/2015-16

Complaint No. KOC-L-029-1617-0343

Award passed on : 23.12.2016

Mrs. Ruksana Basheer Vs LIC of India (Kottayam)

denial of death claim under a policy

The Complainant's husband had a policy (No 789077100) with the respondent Insurer, taken in January, 2015. The Life Assured expired on 15/06/2015, due to cardiac arrest. A death claim was preferred with the Insurer with all necessary documents, which has been repudiated by the Insurer stating that deliberate incorrect statements and also withheld correct information regarding his health at the time of effecting the assurance. However, she was informed that in view of the facts and circumstances of the case, they are willing to refund the premium collected as ex-gratia. Being not satisfied with the decision of ex-gratia payment, she appealed to the Grievance Cell of the Insurer for a review of the claim, for which no response was there till date. Hence, she filed a complaint before this Forum, seeking direction to the Insurer for admission of the claim on humanitarian ground.

Decision : The Respondent insurer is directed to Pay death claim.

\$\$\$\$\$\$\$\$

Award No. IO/KOC/A/LI/0155/2015-16

Complaint No. KOC-L-029-1617-0310

Award passed on : 23.12.2016

Mr. Vijayan. C Vs LIC of India (Kottayam)

Repudiation of death claim on a policy

The complainant's daughter had taken an Insurance policy (No 395920314) from the respondent Insurer in May, 2013. The insured expired on 28/03/2015, due to Carcinoma Breast. A death claim was preferred with the Insurer, which has been repudiated by stating that the insured had made fraudulent concealment of facts regarding her health at the time of proposing for the assurance. He appealed to the grievance Cell of the Insurer for a review of the claim and he was informed that they are willing to return the premium paid under the policy on ex-gratia basis. Being not satisfied with the decision of the Grievance Cell, he filed a complaint before this Forum, seeking direction to the Insurer for admission of the claim.

Decision : The Respondent insurer is directed to Pay 50% SA as ex-gratia.

\$\$\$ \$\$\$\$

Award No. IO/KOC/A/LI/0158/2015-16

Complaint No. KOC-L-036-1617-0434

Award passed on : 23.12.2016

Mrs. Sindhu K.V Vs Reliance Life Insurance Co. Ltd.

Partial repudiation of Death Claim

The Complainant's husband had taken a Child Plan from the erstwhile Insurer "AMP Sanmar", which was taken over by Reliance Life Insurance Company Ltd. The DOC of the policy was 15/10/2002 with a premium paying term of 20 years. The mode of payment of premium is Qly and had been paid up to 15/01/2015. The Basic Benefits of the Policy are Sum Assured Rs.1 Lakh, Critical Illness Sum Assured Rs.1Lakh, PWB and Flexible Finance Benefit at the end of each of the last 4 years of the policy term, even after the death of the life assured. In September, 2013, the life assured was diagnosed having 'Paralysis' and approached the Insurer for CIR Benefit and PWB. She was informed that the request for CIR and PWB has to be submitted after discharge from the hospital, along with claim form and other required documents. The life assured expired on 04/12/2014 and a claim was preferred with the Insurer, which has been settled partially. Death Sum Assured was Rs.1 Lakh, but the Insurer has settled only Rs.95135/-. They did not consider the vested Bonus, PWB, CIR Benefits while settling the claim. The Original Policy document was also not returned for claiming Flexible Benefits in future. Her appeal to the Grievance Cell of the Insurer for a review of the claim was also in vain. Hence, she filed a complaint before this Forum, seeking direction to the Insurer for admission of PWB, CIR, Vested Bonus and the policy with necessary endorsement, for claiming Flexible Benefits in future.

Decision : The Respondent insurer is directed to Pay critical illness now and future benefits as per policy conditions..

\$\$\$\$\$\$\$\$

Award No. IO/KOC/A/LI/0184/2015-16

Complaint No. KOC-L-029-1617-0468

Award passed on : 22.02.2017

Mr. P.K. Vijayakumar Vs LIC of India, Kottayam Division

Repudiation of death claim

The Complainant's wife had taken a Conventional Policy from the respondent Insurer in 2/2015 for a Basic Sum Assured of Rs.2 lakh. The premium paying term of the policy was 16 years with an annual premium of Rs.3747/-. His wife expired within 3 years from the date of commencement of the policy. A claim was preferred with the Insurer, which has been denied based on investigation by the Insurer, which proved suppression of material facts regarding health conditions of the life assured at the time of taking the policy. He appealed to the Grievance Cell of the Insurer for a review of the claim, but no response even after one month of sending representation. Hence, he filed a complaint before this Forum, seeking direction to the Insurer for admission of the claim.

Decision : The complaint is dismissed.

\$\$\$\$\$\$\$\$

Award No. IO/KOC/A/LI/0187/2015-16

Complaint No. KOC-L-026-1617-0525

Award passed on : 22.02.2017

Mrs. Meenakshi C.P Vs Kotak Mahindra Old Mutual Life Insurance Ltd.

Repudiation of death claim

The Complainant's son had taken a Housing Loan from Sundaram BNP Paribas Home Finance Ltd. As per the directions of the Manager, the Housing Loan was insured with Kotak Life Insurance Co. Ltd. The Insurance policy was commenced in November, 2013 and yearly premiums @ Rs.15,446/- has been remitted. The Life assured died on 06/03/2014. The Insurer has repudiated the claim stating that the LA was suffering from 'Alcoholic Liver disease' prior to the date of enrolment of the policy. She moved a petition in CDRF restraining the Financier from taking possession of the Mortgaged property under the SARFAESI Act and got a favorable Verdict. Against the impugned Order of the CDRF, the Financier filed a W P in the Hon. High Court of Kerala and in its verdict, granted one month's time to challenge the repudiation of the claim for insurance before the appropriate Forum. Hence, she filed a complaint before this Forum, seeking direction to the Insurer for admission of the claim.

Decision : The complaint is dismissed.

\$\$\$ \$\$\$\$

Award No. IO/KOC/A/LI/0192/2015-16

Complaint No. KOC-L-036-1617-0478

Award passed on : 22.02.2017

Mrs. Vijayamma Vs Reliance Nippon Life Insurance Co. Ltd.

Delay in settlement of death claim

The Complainant's son had taken a Single premium policy from the respondent Insurer in 2010 and paid Rs.50000/-towards premium. His son expired in Saudi Arabia in an accident on 30/09/2011. All required claim forms and documents were submitted to their Branch Office, at Cherthala. She visited several times to their Office for the claim, but she was informed that the claim is to be settled from their Head Office in Mumbai. She appealed to the Grievance Cell of the Insurer for a speedy settlement of the claim, for which no reply was received even after one month of sending the representation. Hence, she filed a complaint before this forum, seeking direction to the Insurer for admission of the claim with DAB, as stated in the policy.

Decision : The Respondent insurer is directed to Settle claim based on deed of relinquishment.

\$\$\$\$\$\$\$\$

Award No. IO/KOC/A/LI/0193/2015-16

Complaint No. KOC-L-041-1617-0509

Award passed on : 22.02.2017

Mrs. Sobhana. C Vs SBI Life Insurance Co. Ltd.

Repudiation of death claim

The Complainant's husband had taken a Housing Loan from SBT. Immediately after availing the loan, as per the directions of the Bank Manager, the Housing Loan was insured with SBI Life Insurance Co. Ltd. All papers for taking the Insurance were filled by the then Manager and as per his direction the deceased had signed where ever required. All facts were disclosed before the Manager and no need to conceal any fact from the Bank authorities. The Insurance policy was commenced on 1/10/2014 and yearly premiums @ Rs.27516/- has been remitted for 2 years. While the policy was in force, the insured died on 17/11/2015. The SBT has informed on 21/10/2016 that the Insurer has repudiated the claim by stating that the LA was suffering from Cancer prior to the date of enrolment of the policy. She appealed to the Grievance Cell of the Insurer for a review of the claim, but they also uphold the repudiation decision. 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.1 lakh as ex-gratia.

\$\$\$ \$\$\$\$

Award No. IO/KOC/A/LI/0195/2015-16

Complaint No. KOC-L-046-1617-0508

Award passed on : 22.02.2017

Mrs. Priya. A.K Vs Tata AIA Life Insurance Co. Ltd.

Repudiation of death claim

The Complainant's husband had a life Insurance policy with the respondent Insurer, taken in April, 2004, under which Hly. Premiums were said to have been paid for 6 years @ Rs.3646/-. The life assured expired on 08/03/2016 and a death claim was preferred with the Insurer with all required documents. The claim was repudiated by the respondent Insurer stating that as the policy had lapsed, on the date of death of the LA, the Company has no liability under the said policy. She submits that since Premiums were paid up to 13/04/2010 (6 years), paid-up value plus vested bonus should be given as claim. She appealed to the Grievance Cell of the Insurer for a review of the claim, but in vain. 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.12338/-.

\$\$\$\$\$\$\$\$

Award No. IO/KOC/A/LI/0207/2015-16

Complaint No. KOC-L-029-1617-0563

Award passed on : 27.03.2017

Mrs. Meena Jayaprabhath Vs LIC of India (Ernakulam)

Repudiation of death claim

The complainant's son, Sri.Jayanth V.J had taken 2 policies from the respondent Insurer in June, 2013. The total Sum Assured under the policies are 15 Lakh (10 Lakh plus 5 Lakh). The life assured expired on 19/09/2014. A death claim was preferred with the Insurer, which has been repudiated by stating that material information regarding the health condition of the insured was suppressed at the time of taking the policies. She appealed to the Grievance Cell of the Insurer for a review of the claim, for which also the reply was unsatisfactory. Hence, she filed a complaint before this forum, seeking direction to the Insurer for admission of claims under both the policies.

Decision : The complaint is dismissed.

\$\$\$ \$\$\$\$

Award No. IO/KOC/A/LI/0213/2015-16

Complaint No. KOC-L-029-1617-0558

Award passed on : 28.03.2017

Mr. Augustine Varkey Vs LIC of India (Kottayam)

Partial repudiation of Death Claim

The complainant's wife had a Money Back Policy of Rs.50000/- with the respondent Insurer, taken in June, 2005. She expired on 22/07/2015 and a death claim was preferred with the Insurer, which has been offered to settle on ex-gratia, based on paid-up value. He submits that at the time of revival of the policy, the respondent Insurer did not ask for any DGH and the argument for partial rejection of the claim based on suppression of material facts is unjustifiable. He appealed to the Grievance Cell of the Insurer to consider the full Sum Assured plus Bonus, as death claim, but they also uphold the earlier decision of ex-gratia settlement. Hence, he filed a complaint before this forum, seeking direction to the insurer for admission of full Sum Assured plus bonus as Death claim under the policy

Decision : The complaint is dismissed.

\$\$\$\$\$\$\$\$

Award No. IO/KOC/A/LI/0228/2015-16

Complaint No. KOC-L-041-1617-0609

Award passed on : 28.03.2017

Mrs. Honey Jibin Vs SBI Life Insurance Co. Ltd.

Repudiation of death claim

The complainant's husband, Sri. Jibin Mani had taken an Endowment Policy from the respondent insurer in March, 2014, for a Sum assured of Rs.75,000/- with Qly premium of Rs.1616/-. The premiums towards the policy have been paid up to December, 2016. Her husband expired on 01/11/2016. A death claim was preferred with the Insurer was repudiated by stating that on the date of death of the Insured, the policy was in a lapsed condition and hence the Sum Assured is not payable under the policy. She submits that the Qly premium due on 30/09/2016 has been given to the Agent well before the due date, but the Agent has remitted the same on 2/11/2016, after the death of her husband. She appealed to the Grievance Cell of the Insurer for a review of the claim, based on actual facts, but they uphold the decision of repudiation. Hence, she filed a complaint before this forum, seeking direction to the Insurer for admission of claim, based on actual facts.

Decision : The Respondent insurer is directed to Pay Ex-Gratia Rs65,000/-.

\$\$\$ \$\$\$\$

1. CASE OF (SMT. SHIV DEVI V/S MAX LIFE INSURANCE COMPANY)

DEATH CLAIM REJECTION

- It is a complaint filed by Smt. Shiv Devi against repudiation of death claim of her by Max Life Insurance Company on the ground that the insured died before the date of proposal plus signature mismatch.
- The complainant stated that the cremation of her husband was done in village Palia in front of Gram Pradhan and the date of death of her husband was 13.10.2015 and not 13.8.2015. The complainant further stated that an officer of Insurance Company visited her place thrice in spite of they have rejected the claim of her husband.
- The Insurance Company received intimation from the nominee of the said policy after six months i.e. on 8.3.2016 about the demise of her husband on 13.10.2015. Being under the category of very early claim; the matter was investigated by Max Life Insurance Company and it was found that the deceased had died on 13.8.2015 i.e. before the date of proposal on 15.9.2015. Two death certificates were submitted by the Insurance Company in support of repudiation of death claim. First one was issued by The Govt. of Uttar Pradesh, registration no. 13 date of death 13.10.2015 and the second one was issued by the chief registrar health and family welfare department, Punjab with registration number 19 date of death 13.8.2015, which proved that the insurance had taken with mala fide intent, the main reason of rejection of death claim by the Insurance Company.
- Hearings in the said case were held on 19.7.2016 and again on 23.9.2016. The complainant contended that the deceased died due to chest pain on 13.10.2015. But as per declaration given by the daughter of deceased co-signed by Asha worker Ms. Harpreet Kaur and landlord Shri Bachan Singh, the deceased was residing at Satnam Nagar, Neelpur, Punjab, since last 6-7 years, the death certificate with registration no. 19 issued by Municipal Corporation Punjab stating the date of death on 13.8.2015 seems correct one, which proved that the life assured was not alive on the date of proposal. Hence, the contract between insured and the Insurer cannot be considered as valid. The repudiation of the claim by the Insurance Company, therefore, appears valid

2. CASE OF SMT. SUNITA VS LIC OF INDIA

DATE OF AWARD- 31.3.2017

- The deceased had taken a New Money Back Policy from LIC. His death claim was rejected by LIC on ground of non-disclosure of material facts related to medical leave of insured at the time of proposal dated 28.10.2014.
- The complainant stated that her husband died due to stomach ache and was quite healthy before he died on 14.9.2015.
- The Insurance Company submitted that as per claim Form 'E' received with signature of Superintendent of Police, the deceased life assured had taken medical leave twice from 16.4.2012 to 13.5.2012 (28 days) and from 31.5.2013 to 16.9.2013 (17 days) for medical treatment (Medical Certificate not received from employer). Being a Govt. employee, the deceased life assured should have mentioned the fact of his medical leave in the proposal form.
- The complainant stated that the deceased was hale and hearty and used to take leave under the cover of medical leave for cultivation.
- The main reason for denial of claim is not disclosing the medical leave availed by the deceased life assured. The insurer have not been able to produce any conclusive evidence supporting the claim that the deceased life insured was suffering from any disease before the date of proposal. It is matter of record that the deceased had taken medical leave, but it was not backed by either medical claim or any evidence of sickness with which the Deceased Life Assured is supposed to be suffering.
- The insurance company was directed to pay the death claim.

3. CASE OF SMT. BEENA DEVI V/S LIFE INSURANCE CORPORATION OF INDIA

DATE OF AWARD- 22.03.2017

- The deceased had taken the said policy on 14.8.2015 and died on 13.10.2015.
- The complainant stated that her Husband was healthy before he died. The Insurance Company had medically examined her husband at the time of completion of proposal and he was treated for headache and diarrhoea before death and not for the disease cancer mentioned as the cause of repudiation.
- The insurance company stated that the assured died on 13.10.2015 due to headache and fever. The claim of above policy was repudiated by the insurance company on the ground of written statement of attending doctor Shri R.P. Bhardwaj, who had mentioned that the deceased was under his treatment for cancer since last five-six months before death, which was before the date of completion of proposal.
- There is no evidence supporting repudiation of the claim except the declaration on plain paper by Dr. R.P. Bhardwaj. A mere statement by some non-specialist doctor can not be considered as evidence. Hence, the Insurance Company is directed to pay the death claim against policy nos. 258240760.

4. CASE OF SMT. JYOTI RASTOGI VS HDFC STANDARD LIFE INSURANCE CO LTD.

(Award dated : 16.3.2017)

- The deceased had taken a Life Insurance Policy from HDFC STANDARD LIFE INSURANCE CO.LTD..Her death claim was rejected by company on ground of non-disclosure of material facts related to the age, occupation and income of insured at the time of proposal .
- The complainant stated that her mother was doing Achar business and earning Rs 15000/-per month and suddenly expired at home on 19/07/2015.
- The Insurance Company stated that during investigation, it was found that life assured MrsLata was suffering from paralysis prior to the issue of policy and the details about income, occupation and age of the life assured in application form were also found incorrect. Hence the claim of complainant was repudiated by the company vide letter dated 02/03/2016
- On the basis of facts and evidences, it is observed that the policy was issued on the basis of pan card(standard Age proof) at ordinary premium. The complainant had also submitted an affidavit dated 03/02/2016 attested by advocate/notary , DhampurDistt-Bijnor Uttar Pradesh stating that her mother was earning Rs 15000/ per month by doing Achar Business from home . In view of above facts the reason for repudiating the claim on the basis of “NON DISCLOSURE OF MATERIAL FACTS” does not appear valid, hence the claim deserves to be honored by the company.
- The insurance company was directed to pay the death claim.

Repudiation of claim Cases

1.CASE OF (Name of Complainant) Mr. Suhel Ansai V/S Bajaj Allianz Life Ins. Co. Ltd.

Complain no-PAT-L-006-1617-0325 Dt. of Hearing-21.10.2016

Nature of complaint- Repudiation of death claim on the ground of fake age proof.

Award in f/o complainant

Result of Hearing

The complaint is because of the repudiation of the death claim and the issue involves material misinformation at the time of proposing for insurance. The respondent insurer has taken the stand that the SLC (school leaving certificate) produced by the deceased at the time of proposing for insurance is a fake document because the age reflected therein of the deceased, is 44 years whereas in the voter list of around the time she was of 55 years, a variance of nearly 10 years. However, this forum is of the opinion that the voter list is never accepted as a document of proof of age and generally we have noticed that several types of errors creep into such voter lists. Therefore, alleging misinformation or declaration of wrong age, on the basis of a comparison with the age reflected in the voter list is not acceptable to the forum. Most importantly, the respondent have not proved through evidence that the SLC produced as an age proof at the time of proposing for insurance is a fake document. No evidence whatsoever has been produced for the satisfaction of the Forum. Therefore, the Forum finds the decision of the R/I in repudiating the claim not acceptable.

AWARD

Taking into account the facts & circumstances of the case and the submissions made during the course of hearing, the R/I is advised to settle the claim without further delay. The complaint is treated as Allowed .

2.CASE OF (Name of Complainant) Mr. Ganga Yadav V/S LIC, Hazaribagh

Complain no-PAT-L-029-1617-0004 Dt. of Hearing-15.11.2016

Nature of complaint-Repudiation of claim due to policy being in lapsed condition.

Award in f/o company

Result of Hearing

During the course of the hearing the complainant claimed that the premium for revival of the policy was paid much earlier to their agent but he had not deposited the same. Therefore, the insurance coverage should be considered. However no evidence could be produced by the complainant to this effect. Going by the records the PMR (Post Mortem Report) categorically says the death to have occurred 36/48 hours before the time of conduct of the post-mortem which makes the death earlier to the payment of premium. Moreover, the policy was in a lapsed condition as the premium was due four months prior to the incident and the sudden payment of the premium just round the time of kidnapping and death raises doubt as to be complainant's version of premium having been paid prior to the death. The forum therefore is constrained to agree to the decision of the R/I in repudiating the 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 decision of the respondent insurer is found to be in order. Hence, the complaint is treated as Dismissed.

3. CASE OF (Name of Complainant)) Mrs. Pushpa Devi V/S Bharti Axa Life Ins. Co. Ltd.

Complain no- PAT-L-008-1617-0055 Dt. of Hearing-14.12.2016

**Nature of complaint- Repudiation of death claim on the ground of suppression of material fact
Award in f/o company**

Result of Hearing

The repudiation by the respondent is on the ground of suppression of material information pertaining to pre-existing disease while proposing for insurance. The Respondent Insurer have submitted sufficient documentary evidence which clearly establishes that the DLA was suffering from liver cirrhosis and its complications but such health condition was not mentioned in the proposal form despite specific question regarding proposer's health. Under the circumstances the forum is not inclined to interfere with the decision of the R/I.

AWARD

Taking into account the facts & circumstances of the case and the submissions made during the course of hearing, the decision of R/I is found to be in order. The complaint is therefore treated as Dismissed.

**4. CASE OF (Name of Complainant)) Vijay Kumar V/S LIC of India, Patna DO-1
Complain no-PAT-L-029-1617-0031 Dt. of Hearing-17.11.2016
Nature of complaint- Repudiation of death claim
Award in f/o company**

Result of Hearing

During the course of the hearing the complainant admitted that he had signed the proposal forms himself but did not fill up the proposal form as the agent assured him that he would do it subsequently. The complainant also averred that he had revealed to the agent the health condition of his wife while proposing for insurance but it was the agent who had suppressed these informations for the fear of the proposal not being accepted at the office. However, the documents produced by the R/I including the copy of the proposal form being the basis for the policy, cannot be ignored and the suppression of the health condition of the life proposed is a material fact for the insurer to underwrite the risk and therefore the R/I has appropriately refused to give any benefit under the policy as per the policy terms. The forum finds no reason to interfere with the decision of the respondent insurer.

AWARD

Taking into account the facts & circumstances of the case and the submissions made by both the parties during the course of hearing, the decision of the R/I is found to be in order. Hence, the complaint is treated as Dismissed.

**5. CASE OF (Name of Complainant)) Nand Lal Sahu V/S LIC of India, Muzaffarpur DO
Complain no-PAT-L-029-1617-00388 Dt. of Hearing-17.11.2016
Nature of complaint- Repudiation of death claim due to under statement of age**

Award in f/o complainant

Result of Hearing

The crux of the issue in this case is repudiation on the ground of understatement of age at the time of proposing for insurance. The R/I has questioned the veracity of the SLC which was submitted along with the proposal as the proof of age. The respondent had secured an endorsement on the copy of the said SLC of the headmaster of the school denying the authenticity of the SLC. The respondent was further given time to obtain relevant documents to establish the understatement of age. In response the R/I has obtained a proper certificate from the school denying that they have ever issued the alleged SLC. The forum accepts the fresh certificate as authentic but this no way establishes the understatement of age. The R/I should have submitted conclusive evidence to prove that the age of the DLA was different than what was declared. Moreover, the defence based on an investigation that the DLA had actually died earlier cannot be accepted as the R/I has not refuted the authenticity of the death certificate specifying the date of death. Even if the investigator's version is accepted by the forum still the date of death has happened sufficiently after the date of the inception of the policy. This inference is to conclude that the date of death of the life assured is well within the policy coverage and the defence of the understatement of age has not been sufficiently proved by the respondent. Therefore, the forum doesn't accept the decision of the R/I in repudiating the claim.

AWARD

Taking into account the facts and circumstances of the case and the submissions made by both the parties during the course of the hearing, the R/I is directed to settle the claim immediately. Hence, the complaint is treated as Allowed.

**6. CASE OF (Name of Complainant)) Mr. Pravash Kumar Jha V/S LIC of India, DO, Muzaffarpur
Complain no-PAT-L-029-1617-0309 Dt. of Hearing-17.11.2016**

Nature of complaint- Repudiation of health claim due to concealment of material fact

Award in f/o company

Result of Hearing

The issue central to the dispute is the scope of the coverage of the policy. As per the specific policy issued to the complainant the surgery for which the claim has been filed is excluded from the scope of the policy as the annexure to the policy categorically mentions the specific disease/surgery covered under the policy. The two surgeries for which claim have been filed are not mentioned in the annexure as covered under the policy. The complainant however pleaded that he was unaware of the scope of coverage of the policy as the annexure was not made available to him. However, that a welcome kit is to be subsequently sent to the insurer is mentioned in the policy bond. The specific terms are part of the welcome kit mentioned in the policy bond. Moreover, the R/I puts the details of policies in the public domain through its website as was informed to the forum by the R/I during the course of the hearing. The forum also finds it a little difficult to accept that while the complainant pursued for the health cards at the time of the claim, he would not ask for the welcome kit having the terms and conditions of the specific policy. Moreover, once the terms and conditions of a particular policy is put in the public domain it would be difficult to hold the R/I responsible for not having conveyed the terms and conditions of the policy to the insured.

AWARD

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 R/I is found to be in order. Hence, the complaint is treated as Dismissed.

7. CASE OF (Name of Complainant))) Mr. Pramod Kumar Sahi V/S Birla Sun Life Insurance Co. Ltd.

Complain no- PAT-L-009-1617-0109 Dt. of Hearing-17.11.2016

Nature of complaint- Repudiation of health claim due to concealment of material fact

Award in f/o complainant

Result of Hearing

The crux of the issue in this case is the suppression of material information pertaining to the health of the insured at the time of the proposal. The R/I has repudiated the claim on the ground that while the insured suffered from several diseases and disorders which was in his knowledge he did not reveal the same in the proposal for insurance. The claim has been filed under the riders to the original policy namely hospital rider and surgical rider. During the course of the hearing the complainant admitted that he signed the papers without going through the details being provided in the proposal and therefore was not aware of the fact that he was supposed to answer correctly all the questions raised in the proposal form. Meanwhile, the policy was also surrendered and the surrender benefit has also been received by the insured complainant. The surrender of the policy and the receipt of the surrender value however doesn't necessarily mean that the complaint no more holds good. The surgery primarily is for removal of stone from the gall bladder and prior to the operation the doctor necessarily has to give certificate that he is fit for surgery. The suppression of inputs pertaining to HTN, CAD, ECG reports and ECHO in the year 2007 would not materially influence a surgery for removal of the gall bladder stone in 2014. If the claim would have been for the life coverage benefit such information would be material but for the benefit to the rider to the policy the forum finds the suppression of the information is not material as the diseases and the surgery are not directly related to.

AWARD

Taking into account the facts & circumstances of the case and the submissions made by both the parties during the course of hearing, for the reasons discussed above the R/I is directed to settle the claim amount of Rs. 88410.23 as per the final bill of the hospital without further delay subject to recovery if any. Hence, the complaint is treated as Partially Allowed.

8.CASE OF (Name of Complainant) Mrs. Sumi Sawaiyan V/S LIC of India, DO, Jamshedpur

Complain no-PAT-L-029-1617-0001 Dt. of Hearing-15.11.2016

Nature of complaint- Repudiation of claim on the ground of concealment of material fact.

Award in f/o company

Result of Hearing

The complainant was absent during the course of hearing and therefore no further evidence could be adduced in support of her complaint. The respondent during the course of the hearing reiterated their decision of repudiation on the basis of suppression of material information in the proposal form particularly the answers in the negative to the queries relating to availing of leave on the ground of health whereas the employer of the deceased life assured the "The Indian Railways" furnished details of the deceased having taken 66 days of Sick Leave out of a total period of 253 days of leave taken within two and a half years before the proposal. This evidence from a government organisation cannot be ignored and therefore the forum is

constrained to accept that there has been suppression of material information and as a consequence the repudiation of claim by the respondent cannot be interfered with.

AWARD

Taking into account the facts & circumstances of the case and the submissions made during the course of the hearing, the decision of the R/I is found to be in order. The complaint is treated as Dismissed.

9.CASE OF (Name of Complainant)) Mrs. Bela Jyotishi V/S LIC of India, DO, Jamshedpur.

Complain no-PAT-L-029-1617-0302 Dt. of Hearing-15.11.2016

Nature of complaint- Repudiation of claim on the ground of concealment of material fact.

Award in f/o company

Result of Hearing

The repudiation of the claim by the R/I is based on the ground of suppression of material information relating to health at the time of the revival of the policy since the policy had lapsed due to non-payment of premium from 10/2013 to 01/2014 . It has been established by the R/I through investigation that prior to the revival of the policy in September'2014 the life assured had been suffering with hydrocephalus in the brain for a few months and V P Shunting was conducted in July 2014. This established clearly that the deceased's health condition was deliberately suppressed while reviving the policy. The complainant's pleading during the course of hearing that the concerned agent not being active did not deposit the premium timely with the office even though premiums had been paid regularly cannot be admitted as the complainant could not produce any evidence to support her averment. Therefore, the forum is constrained to accept the decision of the R/I being as per the policy terms.

AWARD

Taking into account the facts & circumstances of the case and the submissions made during the course of the hearing, the decision of the R/I is found to be in order. The complaint is treated as Dismissed.

10. CASE OF (Name of Complainant)) Mr. Prabhakar Sharma V/S LIC of India, DO, Jamshedpur.

Complain no-PAT-L-029-1617-0362 Dt. of Hearing-15.11.2016

Nature of complaint- Repudiation of sickness claim.

Award in f/o complainant

Result of Hearing

The crux of the issue is the suppression of the information pertaining to spondylolithesis that the insured suffered since 2002 (which is referred to in one of the doctor's prescription) as having not been declared in the proposal for the policy availed in the year 2009. The policy having been continuously renewed and the claim having occurred only in 2015 such suppression of information would certainly not amount to one being material to the claim. As per the guidelines of the IRDA any pre-existing disease would get automatically covered from the fourth year of continuous renewal which means fifth year of the policy whereas the

disputed claim in this case occurred in the sixth year of the policy period. Therefore, without going into further details the forum would find the decision of the insured not tenable.

AWARD

Taking into account the facts & circumstances of the case and the submissions made during the course of the hearing, the R/I is advised to settle the claim without further delay. The complaint is treated as Allowed.

11. CASE OF (Name of Complainant))) Mr. Narottam Kumar V/S LIC of India DO-I, Patna

Complain no- PAT-L-029-1617-0451 Dt. of Hearing-14.12.2016

Nature of complaint- Repudiation of death claim on the ground of concealment of material fact

Award in f/o company

Result of Hearing

The repudiation of the claim by the respondent insurer is based on documentary evidence that the DLA suffered from serious diseases but her health condition was not disclosed while proposing for insurance. There is hardly any scope for this forum to interfere with the decision of the respondent. However, as because of suppression of material fact the policy has become void ab initio the respondent is hereby advised to refund the premium less administrative charges to the nominee.

AWARD

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 R/I is found to be in order. However, the insurer is to comply as discussed above. Hence, the complaint is treated as Dismissed.

12. CASE OF (Name of Complainant))) Mrs. Dipali Sahu V/S LIC of India, Jamshedpur

Complain no- PAT-L-029-1617-0486 Dt. of Hearing-15.12.2016

Nature of complaint- Repudiation of hospitalisation claim on the ground of concealment of material fact

Award in f/o company

Result of Hearing

During the course of the hearing the respondent reiterated their stand of repudiation on the ground of suppression of material information pertaining to pre-existing disease. The complainant, however, claims to have no knowledge that she suffered from any such diseases. But the forum came across the negative answers in the proposal form specifically pertaining to the heart ailments, a question being particularly about whether the proposer has palpitation. Moreover, the hospital records clearly indicate that the patient had a history of palpitation for years with increased in intensity for last one year. As the hospital records have not been put to question and the specific query pertaining to heart ailment and palpitation been answered in the negative, the

forum finds it difficult to intervene in this case in favour of the complainant. The decision of the respondent is found to be as per the policy terms.

AWARD

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 R/I is found to be in order. Hence, the complaint is treated as Dismissed.

13. CASE OF (Name of Complainant))) Dr. Mrs. Prabhawati Devi V/S Birla Sun Life Ins. Co. Ltd.

Complain no- PAT-L-009-1617-0475 Dt. of Hearing-15.12.2016

Nature of complaint- Repudiation of death claim on the ground of concealment of material fact

Award in f/o company

Result of Hearing

The DLA was suffering from Intra Cranial Haemorrhage since 01.08.2013 which is prior to the signing of the certificate of insurability on 29.08.2013. The DLA replied in the negative to all the questions pertaining to health on COI . The respondent further states that the school certificate which was submitted at the time of proposal is a fake certificate. The Principal has confirmed that the certificate has not been issued by their school authority. The respondent for their decision of repudiation relied on the treatment paper of the hospital, declaration of the School Principal and electoral list of year 2015. The DLA deliberately concealed the facts to continue the insurance coverage on his life. As much as the forum feels for the complainant as she is the mother of the deceased the irrefutable evidence submitted to this forum by the Respondent Insurer provides no room to this forum to interfere in any manner in favour of the complainant.

AWARD

Taking into account the facts & circumstances of the case and the submissions made during the course of hearing, the decision of the R/I is found to be in order. The complaint is treated as Dismissed.

14. CASE OF (Name of Complainant) Mr.Ashok Kumar V/S Birla Sun Life Insurance. Co. Ltd.

Complain no- PAT-L-009-1617-0448 Dt. of Hearing-15.12.2016

Nature of complaint- Repudiation of death claim on the ground of concealment of material fact

Award in f/o company

Result of Hearing

The repudiation of the claim is on two grounds:-a) the non-disclosure of the previous insurance details b) the understatement of age. The various documents submitted by the respondent in support of their defence of age discrepancy cannot be accepted absolutely as the forum finds the age as per the PAN card and the SLC on the basis of which the proposal was accepted is the same. Therefore, the forum considers this basis of repudiation

as incorrect. The respondent primarily has taken the defence of non-disclosure of previous history of insurance by the policyholder at the time of proposing for the policy under discussion. As per the records submitted to us by the respondent with confirmation from the concerned companies it is seen that the DLA has availed several policies with different companies including that of the respondent amounting to nearly 25 lakhs prior to availing the policy. Despite specific questions in the proposal form calling for details of previous insurance coverage the insured has only mentioned that of the respondent's while he suppressed details pertaining to other companies. The respondent pleads that had the DLA declared the entire insurance history they would have either not underwritten this policy or would have underwritten the same with different terms and conditions in view of the high sum assured already availed by the DLA. The complainant did not have any answer to this defence of the respondent. Therefore, the forum is inclined to accept the defence that the DLA had deliberately withheld information material to the acceptance of the proposal. The respondent is well within its rights to refuse any benefit under the policy.

AWARD

Taking into account the facts & circumstances of the case and the submissions made by both the parties during the course of hearing, the decision of R/I is found to be in order. Hence, the complaint may be closed as Dismissed.

15. CASE OF (Name of Complainant) Mr. Mr.Ashok Kumar V/S Reliance Life Insurance Company Limited

Complain no- PAT-L-036-1617-0492 Dt. of Hearing-15.12.2016

Nature of complaint- Repudiation of death claim on the ground of concealment of material fact

Award in f/o company

Result of Hearing

The respondent has taken the defence in support of its decision that the claim form 'B' which is a certificate by the last medical attendant clearly indicates that the DLA had suppressed his pre-existing disease while proposing for insurance. The suppression of pre-existing disease violates the basic terms of the policy and therefore, it is difficult to find fault with the decision of the respondent in declining the claim. However, during the course of the hearing the claimant has questioned that the documents on the basis of which the claim has been repudiated may not have been genuine, thereby implying the authenticity of the documents particularly the claim form 'B'. This forum finds itself in a fix as it doesn't have the wherewithal to examine the allegation of the complainant about the authenticity of the documents put up by the respondent or the documents submitted by the complainant in support of his case. This aspect could be looked into by an institution under proper judicial system.

AWARD

Taking into account the facts & circumstances of the case and the submissions made by both the parties during the course of hearing, the forum refrains from passing an order for the reasons as discussed above. Hence, the complaint is treated as Dismissed

16. CASE OF (Name of Complainant) Mrs. Saroj Devi Singhania V/S LIC of India, DO, Muzaffarpur.

Complain no- PAT-L-029-1617-0032 Dt. of Hearing-15.12.2016

Nature of complaint- Repudiation of death claim on the ground of concealment of material fact.

Award in f/o company

Result of Hearing

The ground of repudiation is the suppression of information regarding pre-existing diseases while proposing for insurance. This aspect is established by various documents submitted by the respondent in defence of their decision particularly the hospital records that the DLA suffered from HTN and DM Type II, a fact which is admitted by the complainant during the course of the hearing. Under the circumstances the forum has no intention of interfering with the decision of the R/I.

AWARD

Taking into account the facts & circumstances of the case and the submissions made during the course of hearing, the decision of the R/I is found to be in order. The complaint is treated as Dismissed .

17. CASE OF (Name of Complainant) Dr. Mrs. Gayatri Sunil V/S LIC of India, DO-II, Patna.

Complain no- PAT-L-029-1617-0472 Dt. of Hearing-15.12.2016

Nature of complaint- Repudiation of death claim.

Award in f/o complainant

Result of Hearing

During the course of the hearing the complainant who herself is a doctor raised several issues before the forum and was quite emotional. The issues raised by the complainant relates to :

- i) The alleged suppression of material fact about pre existing disease.
- ii) The delayed issue of the policy cover though the premium was paid in the month of March '2015
- iii) Lackadaisical manner in which the pre-acceptance medical examination was conducted which cleared her husband of any ailment and was considered good for insurance.

The forum finds the issue of delayed issuance of the policy a procedural aspect of the underwriter and the policy actually has been incepted with a backward risk coverage from April'2015. The insurer would definitely examine each and every proposal and after the due process of underwriting is over the proposal would be accepted and the policy would be issued. The administrative process would certainly consume some time.

The repudiation of the claim comes under the detailed analysis of the forum and seems to be primarily based on the discharge summary of the Paras Hospital & Medanta where the DLA was treated. In the said discharge certificate a reference is made to the DLA suffering from cough with sputum for past six

months. Other observations in the certificate are immaterial as they do not have a tail to the time period beyond the date of the proposal. Moreover, the pre-acceptance medical report conducted by the empanelled doctor of the respondent Insurer has given a clean report leading to the acceptance of the proposal without any restrictions or limitations as to the coverage or the loading of premium. Therefore, the forum finds the decision of the respondent to repudiate the claim merely because the DLA suffered from having cough with sputum(which is a very ordinary health condition and generally is of temporary nature mostly because of allergic conditions unless such cough with sputum is established to be linked to some chronic disease the person suffers from) as too far fetched. In this case the Respondent Insurer has not come up with any evidence to that effect with a time period tail earlier to the date of the proposal. Moreover, the DLA has availed a policy of Sum Assured of Rs.470000/-which is very ordinary considering that the DLA was a doctor and he could have easily gone for a much higher sum assured if he had intention of getting any undue benefit to himself or to his nominee. Therefore, taking into account the issues in their entirety this forum certainly would like to clearly opine that the R/I as per evidences submitted to this forum has not taken the decision as per the terms of the policy.

AWARD

Taking into account the facts & circumstances of the case and the submissions made during the course of hearing, the R/I is advised to settle the claim without further delay. The complaint is treated as Allowed.

18. CASE OF (Name of Complainant) Mrs. Lalmuni Devi V/S PNB Met Life Insurance Company Limited .

Complain no- PAT-L-033-1617-0313 Dt. of Hearing-14.02.2017

Nature of complaint- Repudiation of death claim.

Award in f/o complainant

Result of Hearing

The dispute pertains to the appropriate age of the insured at the time of availing the policy. The respondent has taken the VIC (Voter Identity Card) as the evidence of the age to repudiate the claim. However, from the examination of the records it is observed that the driving licence of the DLA has been obtained as the age proof along with the proposal and the VID has been also obtained for proof of residence. Therefore, the R/I were in possession of both the documents at the time of underwriting the risk. The forum finds it very surprising that it ignored the Voter-ID at the time of accepting the proposal and underwriting the risk but takes it into cognisance for repudiation of the claim. This is beyond logic and is no way acceptable. The forum is constraint to observe the R/I deliberately avoiding its liability.

AWARD

Taking into account the facts & circumstances of the case and the submissions made by both the parties during the course of hearing, the R/I is advised to settle the claim without any further delay. Hence, the complaint is treated as Allowed.

19. CASE OF (Name of Complainant) Mrs. Rekha Rani V/S PNB Met Life Insurance Company Limited

Complain no- PAT-L-033-1617-0402 Dt. of Hearing-14.02.2017

Nature of complaint- Repudiation of death claim.

Award in f/o complainant

Result of Hearing

The repudiation of this claim by the R/I has been on the basis of the age mentioned in the voter list of the year 2014 wherein the age of life assured has been reflected as 74 years. Moreover, in their repudiation letter they have mentioned that the death of the deceased has occurred prior to the commencement of risk and they have disputed the veracity of the death certificate issued by the block officer. However, the complainant has later produced a death certificate issued by the Nagar Nigam. The respondent has not disputed the certificate issued by the Nagar Nigam. The dispute regarding the age pertains to the difference in the declared age and the actual age when co-related with the voter list. However, the respondent has not procured the voter I card submitted along with the proposal form. Therefore, the forum is not in a position to conclude if the age proof was wrongly submitted. Under the circumstances the forum is inclined to give the benefit of doubt to the deceased life assured.

AWARD

Taking into account the facts & circumstances of the case and the submissions made by both the parties during the course of hearing, the R/I is directed to settle the claim. Hence, the complaint is treated as Allowed.

20. CASE OF (Name of Complainant) Mrs. Nazima Khatoon V/S LIC of India, DO, Bhagalpur.

Complain no- PAT-L-029-1617-0372 Dt. of Hearing-14.02.2017

Nature of complaint- Repudiation of death claim due to concealment of material fact.

Award in f/o company

Result of Hearing

The R/I has adduced evidence in the forum of an employer's certificate which clearly states that the DLA availed leave for treatment of heart ailment prior to his proposing for insurance. The respondent has also submitted a copy of discharge certificate of Paramount Hospital Pvt. Ltd. which clearly states that the patient had past history of various ailments. Therefore, the forum is willing to accept the decision of the R/I in repudiating the claim as suppression of material evidence is violating the terms of the policy.

AWARD

Taking into account the facts & circumstances of the case and the submissions made during the course of the hearing, the decision of R/I is found to be in order. Hence, the complaint is treated as Dismissed.

21. CASE OF (Name of Complainant) Mrs. Ruby Devi V/S LIC of India, DO, Bhagalpur.

Complain no- PAT-L-029-1617-0452 Dt. of Hearing-14.02.2017

Nature of complaint- Repudiation of death claim on the ground of fake death certificate .

Award in f/o complainant

Result of Hearing

The complaint emanates from the repudiation of the death claim by the respondent on the ground that the insurance coverage had been obtained after the death of the life assured. The forum finds it very strange that a deceased person could be insured despite an agent of the respondent is supposed to secure the proposal form, get the proposal signed by the proposer and counter-sign the same. The fact that this process has been

completed before the issue of the policy itself negates the ground of repudiation of the respondent on the ground they have resorted to. Moreover, the claimant has submitted the death certificate which clearly indicates the death of the deceased life assured only during the policy period and not prior to the inception of the policy. Despite the observation of this forum during the hearing and grant of further time to the respondent to submit any credible evidence in support of their decision of repudiation the respondent failed to do so. Under the circumstances the forum concludes that the decision of the respondent to repudiate the claim is discriminatory and arbitrary in nature.

AWARD

Taking into account the facts & circumstances of the case and the submissions made during the course of the hearing, the R/I is directed to settle the claim at the earliest. Hence, the complaint is treated as Allowed.

22. CASE OF (Name of Complainant) Mr. Mosim Ansari V/S LIC of India, DO-I, Patna.

Complain no- PAT-L-029-1617-0312 Dt. of Hearing-14.02.2017

Nature of complaint- Repudiation of death claim on the ground of concealment of material fact.

Award in f/o company

Result of Hearing

The repudiation of the claim by the R/I is based on evidence that the DLA suffered from high Blood Pressure and was under treatment for the same prior to proposing for the policy. The attending doctor has also confirmed the same. The forum on the basis of submissions and evidence adduced has no option but to agree to the R/I. As the complainant did not attend the hearing no further plea could be taken in favour of his case.

AWARD

Taking into account the facts & circumstances of the case and the submissions made during the course of the hearing, the decision of the R/I is found to be as per the policy terms. The complaint is treated as Dismissed.

23. CASE OF (Name of Complainant) Mr. Umesh Kumar V/S LIC of India, DO-I, Patna.

Complain no- PAT-L-029-1617-0526 Dt. of Hearing-14.02.2017

Nature of complaint- Repudiation of death claim as being time barred claim.

Award in f/o complainant

Result of Hearing

This complaint pertains to a claim which had been lodged in the year 2002 with the respondent. From the documents on record the forum finds that the last interaction with the claimant who happens to be the wife nominee of the deceased in the year 2012. As a legal heir the son of the deceased has approached the respondent for settlement of the claim who had declined the same on the ground of the claim being time barred. However, since the original claim was filed within the time period and the claim could not proceed for want of submission of documents called for by the respondent; as the respondent had put a caveat while calling for the documents that unless the requirements is complied within seven days, the claim would be put to written back account. As this is an internal process of the respondent the claim could be easily revived

back. The respondent is therefore advised to process the claim at the earliest by availing the papers from the complainant.

AWARD

Taking into account the facts & circumstances of the case and the submissions made during the course of the hearing, the R/I is directed to comply as discussed above. The complaint is therefore, treated as partly allowed.

**24. CASE OF (Name of Complainant) Mrs. Sushma Minz V/S LIC of India DO, Jamshedpur.
Complain no- PAT-L-029-1617-0317 Dt. of Hearing-15.02.2017
Nature of complaint- Repudiation of death claim on the ground of suppression of material fact.
Award in f/o company**

Result of Hearing

The repudiation of the claim by the respondent is on the ground of suppression of pre-existing disease of DM Type-II before the inception of the policy. The evidence adduced by the insurer in support of their decision were absolute as the hospital where the DLA got treated has certified the pre-existing disease. The proposal form of the DLA was examined and it was found that there was no reference to such disease in response to the specific questions contained in item 11 of the proposal form. On referring to the policy the condition no. 5 clearly states that in case of any untrue or incorrect statement in the proposal/personal statement , declaration and connected documents or any material information is withheld then and in every such case but to the subject of the provisions of section 45 of insurance act 1938 wherever applicable , the policy shall be void and all claims to any benefit shall cease. Under the circumstances the forum has no opportunity to intervene in favour of 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 decision of the R/I is found to be in order as per the terms of the policy. Hence, the complaint is treated as dismissed.

**25. CASE OF (Name of Complainant) Mrs. Surjee Devi V/S SBI Life Ins. Co. Ltd.
Complain no- PAT-L-041-1617-0439 Dt. of Hearing-15.02.2017
Nature of complaint- Repudiation of death claim on the ground of concealment of material fact
Award in f/o company**

Result of Hearing

The respondent's repudiation of the claim is based on evidence to the effect that the DLA deliberately suppressed material information pertaining to his pre-existing diseases while proposing for insurance. The respondent has obtained documents and certificates from the hospital when the deceased was getting treated.

Such documents clearly establish that the deceased was suffering from HTN and bi-fascicular blockage since 2010, a period much earlier to the date of proposing for insurance. Under the circumstances the forum has no opportunity to intervene in favour of the complainant.

AWARD

Taking into account the facts & circumstances of the case and the submissions made during the course of hearing, the decision of the R/I is in order as per the terms of the policy. The complaint is treated as Dismissed.

26. CASE OF (Name of Complainant) Mr. Badelal Rai V/S SBI Life Insurance Co. Ltd.

Complain no- PAT-L-041-1617-0593

Dt. of Hearing-16.03.2017

Nature of complaint- Repudiation of death claim on the ground of concealment of material fact

Award in f/o company

Result of Hearing

From the documents on record and evidence adduced during the hearing it is obvious that the deceased life assured did not reveal his pre-existing health condition while proposing for insurance. The R/I has through investigation adduces evidence that the DLA had been suffering from adenocarcinoma and was undergoing treatment at Mahavir Cancer Sansthan, Patna a few months prior to proposing for insurance. This being a vital information for underwriting the risk the suppression of such material information is violative of the terms of the policy(condition no. 9.6.2). Therefore, the forum has no opportunity to interfere in favour of 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 decision of the R/I is found to be in order as per the terms of the policy. The complaint is therefore treated as Dismissed.

27. CASE OF (Name of Complainant) Mrs. Santoshi Devi V/S LIC of India , Muzaffarpur

Complain no- PAT-L-029-1617-0556

Dt. of Hearing-16.03.2017

Nature of complaint- Repudiation of death claim on the ground of concealment of material fact

Award in f/o complainant

Result of Hearing

The crux of the issue of this complaint is the repudiation of the death claim. From the documents on record it is evident that the policy had lapsed for want of payment of instalments from July'2006 to Jan'2008 and was revived. However, the respondent has not acted prudently while reviving the policy since the revival of the policy on 28.07.08 is long after the R/I had been intimated of the death of the life assured. This forum wonders that how an institution of the stature of the respondent could accept personal statement regarding health on 06.02.08, receive the claim intimation in March'2008 and revive the policy on 28.07.08. The revival is infructuous as the deceased has passed away prior to the date of revival. The respondent therefore should not have accepted the revival premium.

AWARD

Taking into account the facts & circumstances of the case and the submissions made by both the parties during the course of hearing, the R/I is directed to refund the revival premium with an interest @ 2% higher than the prevailing bank rate of interest on the savings bank account from the date of deposit till the date of payment. Hence, the complaint is partly allowed.

28. CASE OF (Name of Complainant) Mr. Pramod Ganjhu V/S Exide Life Ins. Co. Ltd.

Complain no- PAT-L-025-1617-0521

Dt. of Hearing-16.03.2017

Nature of complaint- Repudiation of death claim.

Award in f/o company

Result of Hearing

The crux of the complaint is the repudiation of the death claim on the ground of understatement of age while proposing for insurance. From the documents on record, averments made and evidence adduced during the hearing the forum notices several discrepancies in the school leaving certificate which was submitted as the proof of age by the deceased life assured. As per the School Leaving Certificate the date of birth is recorded as 01.01.1974, date of joining the school is 01.02.1979 and the date of leaving the school is 21.03.2013 and the date of issue of the SLC is same as 21.03.2013. The forum wonders how a person who is admitted on 01.02.1979 can continue in the school up to 21.03.2013, some 44 years. Nevertheless, on the date of the proposal (September'2013) the age is on the basis of SLC and is 39 years whereas as per the voter list of 2010 the DLA is shown as 44 years of age. The R/I during the course of the hearing submitted that the substantial age difference would grossly affect their underwriting of the risk and this miss-statement is in violation of the terms and conditions of the policy. Moreover, the complainant during the course of the hearing could not explain the sudden death of his father barely a month after his being hale and hearty just prior to his death as claimed by the complainant. The forum is certainly not comfortable with the statement of the complainant during the course of the hearing regarding the health of the DLA while proposing for insurance as well as his statement regarding the cause of his death. The forum finds no reason to intervene in favour of 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 decision of the R/I is found to be in order as per the policy terms.

Hence, the complaint is treated as Dismissed.

29. CASE OF (Name of Complainant) Mrs. Lalmuni Devi V/S PNB Met Life Ins. Co. Ltd.

Complain no- PAT-L-033-1617-0602

Dt. of Hearing-17.03.2017

Nature of complaint-Repudiation of death claim.

Award in f/o company

Result of Hearing

The repudiation of the claim by the respondent is on the grounds of suppression of material information regarding the health condition prior to proposing for insurance. From the documents on record, evidences adduced and the averments made during the course of the hearing it is but obvious that the DLA had a history of suffering from asthma and undergoing treatment for the same. The respondent insurer has adduced as evidence hospital records clearly indicating the above mentioned disease and its treatment. The suppression of material information is violation of the terms of the policy which makes the contract null and void. Under the circumstances the forum doesn't find any reason to intervene in favour of 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 decision of the R/I is found in order as per the terms of the policy. Hence, the complaint is treated as Dismissed.

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 but 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 mala fide 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 , sclerothrapy , 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 LIC

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 LIC

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 LIC

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 LIC

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 LIC

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 LIC

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.
