

Case of Mr Hemantkumar N Vasra Vs. Reliance Nippon Life Insurance Co Ltd.

Complaint Ref. No. AHD-L-036-1718-0086

Date of Award: 14/07/2017

Policy No: 51853925

The deceased life assured Sajiben Naranbhai Vashra, aged 43 years had purchased the subject policy from the Respondent for a sum assured of Rs.742500/- with the date of commencement as 08/10/2014. The deceased life assured expired on 12-01-2016. The Respondent repudiated the claim stating that the deceased life assured had suppressed the material fact viz. she was suffering from Diabetes Mellitus and Ischemic Heart Disease since prior to October 12,2013 and was on treatment for the same.

As per the investigation report the Life Assured was admitted to Giriraj Hospital on 10/12/2013 and discharged on 14/12/2013. As per the discharge card the treatment of diabetes mellitus and Ischemic Heart Disease p/w Urinary tract infection with Diabetic ketoacidosis was given.

As per the investigation report the Life Assured was mentally challenged since Birth and was living with her mother. LA was high diabetic patient from last 2-3 years and as per repudiation letter, the deceased Policyholder, in her Proposal Form dated 06/10/2014 of the subject policy, had answered, question No. 31 & 33 related to personal health, in negative. The respondent has obtained the documentary which shows that the Life Assured was suffering from Diabetes Mellitus and Ischemic Heart Disease since prior to October 12,2013. The death claim was repudiated on 2/3/2016 i.e within 3 years from the date of policy. Hence it is justified.

The policy was obtained by misrepresentation of material facts, it is void abinitio. The premium paid by the insured is refundable under second proviso to section 45(4) of the Insurance Act.

Taking into account the facts & circumstances of the case and the submissions made by both the parties during the course of hearing the Respondent is hereby directed to make payment of Rs.99000/- to the complainant being full and final settlement of the claim.

Case of Smt. Ushaben H. Prajapati Vs. LIC of India. Ahmedabad.

Complaint Ref. No. AHD-L-029-1718-0154

Date of Award: 23/06/2017

Policy No. 839266768

Mr. Hashmukhbhai Kalidas Prajapati, the DLA, was insured with LIC's Jeevan Rakshak policy No. 839266768 issued on 25/05/2015 by Life Insurance Corporation of India, Ahmedabad Divisional office. The DLA expired on 20.02.2016 due to the Heart Attack. The Respondent, contending that Mr. Hashmukhbhai had not disclosed history of old ant Wall MI and severe LVF in the proposal form, had repudiated the claim. Aggrieved by the decision, the Complainant had approached the Forum for redressal of his grievance.

From the records it was observed that the DLA had proposed for the policy at the age of 46 years. Respondent had issued a policy based on the proposal submitted to them on 25.05.2015. The said policy was issued without any medical examination as this plan is offered to Standard Life only. At the time of hearing the Complainant stated that her husband did not have any past history of heart disease. This happened suddenly.

As per the opinion of medical referee of LIC, the disease dilated cardiomyopathy is of chronic condition and the proposal would have been passed with extra premium or even regretted.

The suppression of material fact, which have had a bearing on the granting of risk, was clearly done with intent to mislead. Therefore, the decision of respondent to repudiate all the liability in terms of provisions of section 45 of the insurance act, 1938 is in order.

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 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 his health, which were material to disclose. The respondent has refunded the premium collected. In view of the above facts, the complaint fails to succeed. Taking into account the facts & circumstances of the case and the submissions made by both the parties during the course of the hearing, the complaint was dismissed without any relief to the complainant.

Case of : 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 two policies for a sum assured of Rs.3,00,000/- each with the date of commencement of Insurance cover as 28/06/2016 & 04/08/2016. The life assured expired on 04/08/2016 due to Cardio Pulmonary Arrest. Respondent had 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's son, Late Mr. Hardik, Aged 32 years expired due to Cardio Pulmonary Arrest. 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. Her son was under Psychiatrist treatment since last sixteen years. His son had taken approximately twenty-five ECT treatment till his death. 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 DLA had suppressed material facts while proposing for the subject policies, he 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 Lab. 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)". also 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). The policy was obtained by suppressing material facts. The life of her son was not insurable. The deceased Policyholder, in his Proposal Form 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 policies. The Insured in this case was aware about his diseases. Life Assured died within two months 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.

As the death claim had arisen within 2 months from the date of issuance of the policy, the claim was examined in the light of Section 45 of the Insurance Act, 1938. From the documents submitted it was found that, (in answer of the provisions of section 45) the DLA had undergone medical (pathological) test to ascertain his diseases before the purchase of the policy. The findings fulfill the requirements of Section 45 of Insurance Act and it was established that the DLA had suppressed the material fact required for underwriting the proposal. 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 respondent had refunded the fund value to the complainant towards refund of premium instead of full premium, whereas total premium was to be refunded. Hence the difference is payable. The complaint fails to succeed.

Ms. Ramilaben M Pankhaniya V/s PNB MetLife Insurance Co. Ltd.

Complaint Ref No. : AHD-L-033-1718-0066

Policy No. : 21007805

Date of Award : 14/07/2017

The DLA, had purchased Met Surksha Policy on 07/02/2013 with yearly premium of Rs.7755.09/- payable for 11 years. The sum insured was for Rs.6,50,000/- with accident benefit clause for Rs.4,00,000. The policy lapsed due to non-payment of premium on 07/02/2015. The DLA renewed the policy by paying renewal premiums. The insured died on 11/07/2016, for which the complainant had intimated to respondent. The respondent had repudiated the claim stating that the policy has lapsed since 07/02/2015 due to non-payment of premium.

The complainant stated that due to some unavoidable circumstances, due premium of 07/02/2015 was paid on 07/09/2015 under receipt No.C6643595 with "Payment towards RENEWAL" remark. Other renewal due premium on 07/02/2016 was paid on 27/06/2016 with Declaration of Good Health, and a premium receipt was issued by the respondent with payment towards "Reinstatement" remark. Her husband died on 11/07/2016, for which she had intimated to respondent. The Respondent vide their letter dated 11/07/2016 had raised requirement viz. Declaration of Good Health & Medical for reinstatement of the policy. The Complainant stated

that even after paying all the due premiums the insurance company had wrongly repudiated her claim. The renewal premiums were collected by insurer and they never raised any requirement such as Declaration of Good Health & Medical Report.

The DLA had paid the regular premium on due date till 2014 and failed to pay the premium due on 07/02/2015. Since the yearly premium due in 2015 was not paid on the due date the policy moved into lapsed state. They had intimated to the DLA to download the HD & Medical report from their website to reinstate the lapse policy. It was asked to the representative of the respondent to produce / submit the copies of 1) 1st DGH requirement letter which was sent to DLA in 2015, 2) Medical Report requirement letter at the time of accepting 2nd renewal premium due on 27/06/2016 sent ? 3) Underwriting guide line for non-medical policy issuance, i.e. Age wise and Chanel wise, 4) Explanation regarding Difference between Renewal Receipt and Reinstatement receipt as Sep.2015 paid premium receipt was given as Renewal Receipt and June 2016 paid premium receipt was given as Reinstatement Receipt, 5) Explanation regarding different Mobile number on application form, 6) Details of calling / sms done for requirement. The representative of the respondent had requested for 2 to 3 days' time to submit the same which was permitted but the same was not submitted till date even after several reminders.

The respondent had submitted a letter dated 11/07/2016 "Policy Reinstatement Requirement Letter." Except this, respondent could not produce any documents which were demanded during hearing even sufficient time was given and several reminders were sent. It seems that the respondent had not raised any requirement prior to 11/07/2016. The Respondent's contention that reinstatement was not effected due to non-receipt of DGH & medical report is not tenable as two premiums were already collected and renewal receipt were issued indicating that the renewal of the policy was in order. Earlier the hearing of the said case was scheduled on 19/05/2017. The complainant could not present himself but the respondent was present, hence he was heard and he was informed to submit the copies of requirement letters which were sent to DLA. As the death had taken place suddenly the Company had taken a stand of lapsed policy which is not sustainable. In view of the facts and the circumstances the complaint is admitted.

Taking into account the facts & circumstances, the Respondent is hereby directed to pay Rs.6,50,000/- to the Complainant.

Date of Award: 13.04.2017

Group: Life – Death claim

Policy No. 836083362

Complaint No. AHD-L-029-1617-1056

Complainant: Mrs. Shashiben M. Sharma Vs. LIC of India

The Complainant's husband had taken Jeevan Saral Policy of the Respondent Co. The Complainant's husband expired on 05.09.2015. The policy was in full force on the date of death of the Life Assured. However the policy was revived on 16.08.2013 on the strength of declaration of good health made by the deceased Life Assured and unpaid premiums due 06.2012 to 06.2013 were paid. The death claim was repudiated by the respondent for the reason suppression of material fact of treatment of Diabetes taken by the deceased Life Assured before revival of the policy on 16.08.2013. The claim was repudiated by the Respondent but it agreed to paid up value available on the date of revival Rs.42,690/- to the Complainant, which was not accepted by him.

1). The policy in question was in lapsed condition from 06.2012 which was revived by the deceased L.A. on 16.08.2013 by giving a declaration of Good Health report and payment of unpaid premiums from 06.2012 to 06.2013.

2). While submission of declaration of Good Health report he had answered a question asked him whether he had been suffered or suffering from Diabetes, Hernia, Hydrocel, Cancer or T.B. in negative.

Further in a question asked whether he had been carried out a report of E.C.G., X-ray or examined his blood, urine or stool. He had answered 'No' to this question also.

3). These replies given by the deceased L.A. were incorrect.

4). This fact was known through the Claim form submitted by the claimant on 31.01.2016 wherein it was mentioned that the deceased had taken treatment of Diabetes from 17.05.2012 to 30.10.2012 from Dr. Mukesh Chaudhari.

5). The Complainant had submitted a certificate of Dr. Mukesh Chaudhari wherein it had been mentioned that the deceased L.A. was treated by him for diabetes from 17.05.2012 to 30.10.2012.

6). Had the deceased L.A. disclosed the fact of treatment of diabetes taken by him the Respondent would have called for necessary medical reports at the time of revival of the policy for assessment of risk.

7). In view of the above facts and submissions by both the parties it has been concluded that the Deceased had not disclosed the material fact of his disease at the time of revival. The contract of insurance is a contract of utmost good faith and the risk is assessed by the insurer on the basis of the statements and representations made by the insured. Hence under this case the deceased L.A. had made breach of contract by misstatement and suppression of material fact. Therefore the complaint stands dismissed and no relief is granted to the Complainant.

8). However the Complainant was entitled for payment of paid up value acquired before the date of revival of the policy along with the refund of premiums including interest, if any, paid on date of revival and thereafter upto the date of death of the deceased Life Assured.

Date of Award: 06.06.2017
Group: Life – Death claim
Pol.No. 836869734
Complaint No. AHD-L-029-1718-0069
Mrs. Tanuben Solanki Vs. LIC of India

The Complainant's husband was holding a life insurance policy (Jeevan Anand Plan) with the commencement date as 08.10.2012. Her husband expired on 20.06.2014 and she had lodged a death claim under the policy with LIC of India. The claim was within two years of the commencement of the risk. The Respondent repudiated the claim on the ground of suppression of material facts and deliberate mis statement regarding his health at the time of effecting the insurance.

In this case the date of commencement of risk/ the date of issue of the policy are 08.10.2012. There is no revival or rider in this case. So the date of policy is 08.10.2012. The date of repudiation of the claim by the Respondent is 24.10.2015. Since the period of 3 years was over from the date of the policy to the date of repudiation of the claim, the Respondent had no right to call the policy in question on any ground whatsoever. Thus the claim is admitted.

CASE OF (Sri Gangadhar Chand –V- LIC, Cuttack DO)
COMPLAINT REF: NO: BHU-L-029-1718-0004
Award dated 19th May, 2017 (Death Claim)

Brief Facts of the Case:-The complainant's wife took the aforementioned policy from the Insurer on 27.02.2010. Unfortunately, she died on 01.09.2011. Being the nominee, the complainant lodged a death claim, but it was repudiated by the Insurer on 18.03.2013 on the ground of non disclosure of pre-existing cancer at the time of revival. Again he represented to grievance officer of the Insurer which was also rejected on the same ground on 12.09.2016. Finding no other alternative, he approached this Forum for Redressal.

On the other hand, the Insurer submitted SCN stating that the aforesaid policy on the life of Late Rangalata Chand commenced on 27.02.2010 and was revived on 05.08.2011 submitting DGH that health of LA was good. Although she was suffering from cancer from 31.03.2011, she suppressed the material fact regarding her health during revival. So the death claim was rejected by the Insurer. The detail cancer treatment report from AHRCC, Cuttack was also submitted. Since it was an ULIP policy the Insurer had paid the fund value of Rs. 24,117.73 to the complainant on 31.03.2017 vide cheque No.54918. So the complaint may be closed.

AWARD

I have elaborately gone through the documents placed before this Forum. The life assured took an ULIP policy on 27.02.2010. The policy was revived on 05.08.2011 since 02/2011 due was unpaid. She died on 01.09.2011. The nominee lodged a death claim which was rejected by the Insurer on

the ground of suppression of material facts regarding health. While reviving the policy, the life assured suppressed her pre-existing cancer treatment in DGH and revived the policy. Such suppression of material fact relating to risk coverage on the part of the life assured at the time of revival, makes the contract null & void. So the Insurer has rightly rejected the death claim. But Insurer has paid the fund value of the ULIP policy amounting to Rs.24,117.73 to complainant by cheque on 31.03.2017. Surprisingly, the complainant also preferred to remain absent on the date of hearing. Since the amount has already been paid to the complainant by Insurer sufficiently before the date of hearing, the complaint deserves dismissal.

CASE OF (Sri Prahallad Pradhan –V- Reliance Nippon Life)
COMPLAINT REF: NO: BHU-L-036-1718-0008
Dated 22nd May, 2017 (Death Claim)

Brief Facts of the Case:-The complainant's brother took the aforesaid policy from the Insurer. Unfortunately, he died on 14.09.2016. Being the nominee, the complainant lodged the death claim but it was rejected on 14.09.2016 on the ground of misrepresentation of occupation & income. So again he represented to grievance officer of the Insurer which was also rejected on the same ground on 08.12.2016. But his brother was working as Sales Manager in Bharat Infra Properties Limited getting monthly remuneration of Rs.20,000/-. Presently, the company is closed. The complainant submitted copy of appointment letter and salary slip. In spite of that his request for settlement of death claim was turned down. Finding no other alternative, he approached this Forum for Reddressal.

AWARD

I have elaborately gone through the documents placed before this Forum. As it appears, on the basis of the signed proposal of dated 08.08.2011, the life assured took the policy in question on 16.08.2011 paying an annual premium of Rs. 2706.00. It transpires from the copy of death certificate that he died on 28.09.2011. The complainant happens to be the nominee. He unequivocally declares that the life assured suffered from chest pain and died at MKCG medical college hospital at the time of treatment. Also he submits the photo copies of appointment letter and salary slip of the deceased life assured. Those documents reflect that the DLA was working as sales manager in Bharati Infra Properties Limited at Bhubaneswar since 07.03.2011 and was getting a monthly gross salary of Rs. 20,000/-. But to my utter surprise, no death summary issued by MKCG Medical College & Hospital, Berhampur has been produced. The copy of proposal form indicates that the annual income of life assured was Rs.60,000/-. It recedes away from the contents of appointment letter and salary slip, according to which the DLA's annual income was Rs.2,40,000/-. All these facts and circumstances cover the alleged case of the complainant with an impregnable cloud of doubts. Also I find no infirmity in the action taken by the Insurer in rejecting the death claim. In the result, the claim of the complainant deserves dismissal.

CASE OF (Smt Reena Padhy –V- HDFC Life)
COMPLAINT REF: NO: BHU-L-019-1718-0001

AWARD NO Dated 30th May, 2017. (Death Claim)

Brief Facts of the Case:- The complainant's mother took the aforesaid policy from the Insurer on 12.05.2014. Unfortunately, she died on 30.09.2014. Being nominee the complainant lodged a death claim before the Insurer. But it was rejected on the ground of misstatement of age. Then she represented to the review committee of the Insurer and sent reminder. But she did not get any feedback from the CRC. Finding no other alternative, she approached this Forum for Redressal. On the other hand, the Insurer submitted Counter/SCN and pleaded that being an early claim the matter was investigated. It came to light that the DLA was 75 years of age at the time of death and the date of birth declared by her in the proposal form was false. She declared her date of birth as 01.08.1957 in the proposal form and produced the PANCARD for the same. But the entries in the Anganwadi register clearly revealed that she was 75 years of age on the date of death. For this misrepresentation of age the contract of Insurance became void. Hence the Insurer repudiated the death claim.

Award

Here in this case, the Insurer rejects the death claim for misrepresentation of age by the life assured in the proposal form. Annexure A of the SCN is said to be the relevant proposal. To my utter surprise, it contains an application which does not have signature of the life assured. When there is no signature of the life assured the contents therein cannot be said to be her statement. The so called addendum does not contain any column regarding date of birth of life assured. The most interesting fact is that the Insurer very much relies upon the entries regarding date of death and age of the life assured in the Anganwadi register. On a careful scrutiny of the extract of said register, it is found that the entry regarding age has been struck out and corrected without any initial. It is not known who made the entries, how it was rectified and on what basis. No plausible explanation to that effect is forth coming. Although a copy of voter list has been produced, it has not been specifically pleaded in SCN. In such circumstances, the plea advanced by the Insurer as to misrepresentation of age by the DLA in the proposal fails for want of definite proof. There is no dispute that the LA died when the policy was in force and the complainant was the nominee under the policy. So the Insurer is very much liable to pay death claim to the complainant as permissible under the policy.

CASE OF (Sri R K Jena –V- Birla Sun Life)
COMPLAINT REF: NO: BHU-L-009-1718-0003

AWARD NO Dated 30th May, 2017 (Death Claim)

Brief Facts of the Case:- The complainant took a health policy from the Insurer on 31.12.2011. Unfortunately, he suffered from renal problem and had undergone treatment of transplantation of kidney on 04.07.2014 and was discharged from hospital on 23.08.2014. He lodged the claim to the Insurer (TPA) on 13.09.2014 which was acknowledged on 25.10.2014 raising some requirements. The claim was neither settled by TPA nor rejected by the Insurer. Finding no other alternative, he approached this Forum for Redressal.

On the other hand, the Insurer submitted SCN stating that the complaint was barred by limitation since claimant's claim was rejected by Insurer on 24.12.2014 and the present complaint was made

on 31.01.2017. However, the policy lapsed on 31.01.2014 due to nonpayment of premium. The complainant submitted certificate of insurability dated 10.02.2014 and paid the outstanding premium resulting revival of the policy with effect from 12.02.2014. But it is evident from the certification of Dr. Sai Kumar Sahoo of dated 29.10.2014 that the claimant was under the treatment of the said doctor from 15.01.2014 and underwent kidney transplantation on 30.07.2014. The COI was without any reflection of the ailment. So the claim was repudiated by Insurer with refund of fund value of Rs.34,215.20 as per rules.

AWARD

I have elaborately gone through the documents placed before this Forum. It is found that the complainant took a health policy from Insurer on 31.12.2011, sum assured being 10 lakhs with annual premium of Rs.13,928/-. He was admitted to Kalinga Hospital on 04.07.2014 for kidney transplantation and was discharged on 23.08.2014. He submitted a claim of Rs.8,52,189/- to TPA on 13.09.2014. The Insurer rejected the claim on 22.12.2014. But the same was not communicated to complainant as per the statement made by him during hearing. The representative of the Insurer also could not explain the mode of dispatch of the aforesaid letter. The contention of the Insurer is that the policy lapsed on 31.01.2014 due to nonpayment of premium and was revived on 12.02.2014 with COI dated 10.02.2014. The complainant himself unequivocally declares before this Forum that on 23.02.2013 Dr. R N Sahoo diagnosed problem in his kidney and advised kidney transplantation. Photo copy of letter of Dr. S P Sahoo of Kalinga Hospital reflects that complainant was under his treatment since 15.01.2014. In spite of that he suppressed his disease and did not disclose it in the COI which admittedly contained his signature. So the insurer rejected the claim and returned fund value of Rs.34,215.20 to the complainant. I find no infirmity in the action taken by the Insurer in rejecting the claim. In the result the claim of the complainant being devoid of any merit deserves dismissal.

CASE OF (Sri D Sahu –V- HDFC Life)
COMPLAINT REF: NO: BHU-L-019-1718-0005
AWARD NO: Dated 31st May, 2017(Death Claim)

Brief Facts of the Case:- The wife of the complainant took a policy from the Insurer on 08.08.2014, the complainant being the nominee. Unfortunately his wife died on 03.09.2014. So he lodged a death claim. It was rejected by Insurer on the ground of misstatement regarding age & withholding material information regarding previous health particulars in the proposal form at the time of taking the policy. On representation to the grievance officer no reply was received. So finding no alternative, he approached this Forum for Redressal.

On the other hand, the Insurer filed SCN and pleaded that at the time of taking policy the LA submitted his driving licence as age proof. But the RTO concerned verified it and found that it was a fake document. Further, on investigation it came to light that the LA was suffering from DM, Nephropathy and bronchial asthma and was treated in KIMS hospital before taking the policy. In spite of that she suppressed it and did not disclose the same in the proposal. In such circumstances, the Insurer rejected the death claim.

AWARD

I have elaborately gone through the documents placed before this Forum. It is found that the life assured took the policy on 08.08.2014 on the basis of her signed application made for the purpose. She died on 03.09.2014, i.e. within one month of taking the policy. On a careful scrutiny of the photo copy of the signed application it is seen that the column meant for age proof lies blank. So

the plea of the Insurer that the DLA submitted driving licence as age proof and it was found to be a fake one, does not hold good. How there can be a headache without head. The next point relates to suppression of material fact regarding health at the time of signing the proposal. It is quite apparent from the photo copy of admission record supplied by KIMS hospital that the DLA was suffering from T2DM, Nephropathy etc and received treatment there from 02.01.2014 to 05.01.2014, i.e. before taking the policy in question. Also the complainant openly admits it in the Forum. In spite of that she suppressed her disease and answered in the negative the question regarding her personal details in her application dated 08.08.2014. As such, the policy becomes void on the basis of declaration given by her in the application form. In the result, the complainant is neither entitled to death claim under the policy as sought for nor to any other relief whatsoever.

CASE OF (Smt. Rachita Mohapatra -V-LIC of India, BBSR DO)

COMPLAINT REF: NO: BHU-L-029-1718-0112

AWARD NO Dated 19th day of July, 2017.(Death Claim)

Brief Facts of the Case:- The complainant claims to be the legally married wife of Late Prabina Kumar Mohapatra who took the aforesaid three policies on 28.11.2013 from the present Insurer. The life assured died on 09.02.2016. One Sri Pradyumna Kumar Mohapatra, the elder brother of the deceased life assured was the nominee under all the policies and he claimed release of claim amount in his favor. As per the case of the complainant, her marriage was solemnized with the life assured on 12.12.2014 according to Hindu rites and customs. A male issue was born out of the said wed-lock. Since she herself and her son both of them are the legal heirs and successors of the deceased life assured, they are entitled to the death benefits under all three insurance policies. She made a representation on 09.03.2016 for release of the death claim amount in her favour and also sent a legal notice on 16.03.2016. But the Insurance authority orally said not to release the insurance amount without appropriate order in her favor. In the circumstances the complainant filed W.P(C) No.15227 of 2016 before the Honorable High Court of Orissa which was pleased to dispose of it on 06.12.2016 giving liberty to her to file complaint before the learned Ombudsman. Accordingly, she lodged a complaint in this Forum, but failed to produce relevant policy documents and other requirements of Insurance Ombudsman Rule, 2017. Subsequently, she expressed her desire to approach the Honorable High Court of Orissa for proper adjudication of the matter and took back the documents upon which she relied. Then she filed a Writ Petition being numbered as W.P(C) No.5232 of 2017 before the Honorable High Court of Orissa which was pleased to direct this Forum to dispose of the complaint after observing the principle of natural justice and pass a speaking order in accordance with law. In obedience to the said direction the grievance of the present complainant was taken up for hearing.

On the other hand, the Insurer filed SCN stating that in respect of aforesaid three policies, the death claim was processed in favor of the nominee. Since the complainant appeared as a rival claimant before payment of claim, it could not be made. However, the Honorable High Court of Orissa in WP© No.5232 of 2017 directed the Insurer not to disburse the policy amount till the disposal of the matter by the learned Ombudsman. So Bhubaneswar Branch III was directed accordingly.

AWARD

I have elaborately gone through the documents as made available to this Forum. The complainant claims to be the legally married wife of the deceased life assured under the aforesaid three insurance policies. She further claims that she herself and her son are the heirs and successors of

the estate left by her deceased husband. As such, both of them are entitled to the death benefits under these three policies. However, she fails to produce the original policy bonds which are said to be in the hands of the nominee i.e. the elder brother of the deceased life assured. She unequivocally declares before this Forum that she is ready and willing to procure a succession certificate from the court of competent jurisdiction within a year. At the same time she prays that the Insurer may be directed not to disburse the death benefit to the nominee till she produces the required succession certificate.

The representative of the Insurer makes it clear that the Insurer is ready and willing to disburse the death benefit to the nominee. She informs this Forum that by the order of Honorable High Court of Orissa the disbursement has been stayed till finalization of the matter by learned Ombudsman. She reiterates that the Insurer is ready to abide by the order of this Forum.

It is well known that Section 39 of the Insurance Act deals with nomination by policy holder. The legal effect of the said section is that the person named in the policy as a nominee has a right to receive and collect the money. By virtue of a catena of valuable pronouncements it is very clear that he merely collects it on behalf of the original claimants. If there is a will the legatees under the will would get it. If the policy holder has died intestate his legal heirs would get it. In the case of Lalsa-v-District IVth Upper District Judge, Basti, it has been held that the amount of insurance money are to be paid to the legal heir of the deceased on the production of a succession certificate as has been contemplated in the statutory provisions.

In such view of the matter the complainant is to procure a succession certificate so as to get the claimed death benefits under those three insurance policies. No doubt the process requires a considerable time for its conclusion. However, the entire process would be infructuous if the Insurer disburses the death benefit in the mean while. Hence, the Insurer is hereby directed not to disburse the death benefits till conclusion of the succession proceedings subject to condition that the complainant initiates it and duly intimates the Insurer within a period of three months hence.

Case Of Ms. Sushma Sareen V/S HDFC Standard Life Insurance Ltd.

COMPLAINT REF. NO: CHD-L-019-1617-0038

Order Dated: - 12.04.2017

(Death)

Facts:- On 04.04.2016, Ms. Sushma Sareen had filed a complaint in this office against HDFC Standard Life Insurance Co. Ltd. about non-settlement of death claim under two policies bearing numbers 16464208 and 15512190 purchased on 27.12.2013 and 17.10.2012 for a premium of Rs. 50,000/= and Rs. 25,000/= respectively in the name of her husband Late Shri Sanjeev Sareen. Her Husband died on 03.08.2015 and she filed the claim on 24.08.2015. However, the Company rejected the claim vide letter dated 20.01.2016 for non-disclosure of the fact that he was suffering from diabetes and hypertension prior to the purchase of the policy

Findings: - The Life Assured Lt. Shri Sanjeev Sareen suffered from Diabetes and Heart Problems which is evident from the treatment papers submitted by the Company. However, the same is denied by the claimants and hence, they were given 15 days time to procure documentary evidence to disprove the treatment papers.

The claimants could not submit any proof to substantiate their claim that the life assured was not suffering from diabetes and heart ailments and was not under treatment for the same.

The Company informed that policies bearing numbers 15512190 and 16464208 were purchased on 13.10.2012 and 03.12.2013 for premium of Rs. 25,000/= and Rs. 50,000/= and premium paying term 15 years and 10 years respectively. The policies were delivered on 22.10.2012 and 01.01.2014. The life assured was suffering from Diabetes and Heart Ailment prior to the purchase of the policies and was under treatment of Dr. Gagandeep Singh at Healing Touch Super Specialty Hospital, Ambala and Dr. Rohit Aggarwal at Aggarwal Health Care, Patiala. The death claim was repudiated as this material fact was not disclosed while purchasing the policies.

Decision: - In view of the documentary evidence submitted by the Insurance Company and inability of complainants to provide any evidence to disprove the same, the stand of the Insurance Company is vindicated and the complaint is dismissed.

Case of Shri Shiv Kumar Singla Vs HDFC Standard Life Insurance Company Ltd.

COMPLAINT REF: NO: CHD-L-019-1617-0270

Order Dated: - 11.05.2017

(Death)

Facts:- On 02.05.2016, Shri Shiv Kumar Singla had filed a complaint in this office against HDFC Standard Life Insurance Company Ltd. about repudiation of death claim under policy bearing number 16578447 in the name of his father Shri Jugal Kishor. His late father had purchased the policy on 31.01.2014 from HDFC Bank and died after paying two premiums. The Company repudiated the death claim stating that “from investigations it was established that the Life Assured was suffering from Diabetis Mellitus and Hypertension prior to the issuance of the policy and it was not disclosed in the proposal form.” However, the complainant claimed that his father was neither suffering from Diabetes and Hypertension nor was under any treatment for the same.

Findings: - The complainant said that his father, Shri Jugal Kishor had purchased a policy from the Company on 17.01.2014. Unfortunately, after paying two premiums, he died on 26.10.2015. The Company repudiated the claim due to non-disclosure of the fact that Shri Jugal Kishor was suffering from Hypertension and Diabetes Mellitus prior to the issuance of the policy although he was neither suffering from these nor was under any treatment for the same. Moreover, death claim under another policy purchased in September, 2015 had been paid by LIC of India.

The Company informed that the policy was issued on 17.01.2014 for a premium of Rs. 50,000/= to be paid for 5 years. The life assured died on 26.10.2015 i.e. after 1 year 8 months and 26 days. On investigation it was revealed from medical records of Medanta Medicity, Gurugram that the Life Assured was suffering from Diabetes and Hypertension for past 4 years and 2 years respectively and the same was not disclosed at the time of purchase of the policy. This fact is confirmed in the death summary by the treating doctor, hence the claim was repudiated due to suppression of material fact. Subsequently, fund value of Rs. 1,03,294.88 was transferred to the complainant's account.

Decision: - The complainant has claimed that his father was healthy and on 20.10.2015 complained of chest pain. He was admitted in DMCH, Ludhiana on 20.10.2015 but was got discharged on 24.10.2015 to be taken to Medanta, Gurgaon as he was suggested a heart surgery. He was admitted in Medanta, Gurgaon on 24.10.2015 but died on 26.10.2015. Since he was neither hypertensive nor diabetic, hence no medical records are available to confirm the status. The Company has produced the treatment papers of the deceased from 24.10.2015 to 26.10.2015 at Medanta,

Gurgaon in which one of the treating doctors has mentioned that the patient suffered from Diabetes for 4 years and hypertension for 2 years. Also, in the Death Summary, it has been mentioned that the patient was “a known case of hypertension and type II Diabetes Mellitus”. Based on these reports, the Company repudiated the Death Claim.

Although the treatment papers of Medanta, Gurgaon mention the patient to be a known case of Hypertension and Diabetes Mellitus, but no such mention is made by DMCH, Ludhiana. All these documents pertain to October, 2015 and no documents to prove that the patient was suffering at the time of purchase of the policy in 2014 have been produced. Moreover, Death Claim has been paid by another insurance company, LIC of India under policy number 165831812 purchased by the deceased on 28.09.2015.

In view of these facts, an award is passed with a direction to the insurance company to pay the death claim as per terms and conditions of the policy bearing number 16578447 after deducting the payment already made and the complaint is closed.

Case Of Ms. Kiran Dhamija Vs HDFC Standard Life Insurance Ltd.

COMPLAINT REF: NO: CHD-L-019-1617-0392

Order Dated: - 25.05.2017

(Death)

Facts:- On 26.05.2016, Ms Kiran Dhamija had filed a complaint in this office against HDFC Standard Life Insurance Company Ltd. about repudiation of death claim under policy bearing number 17064922 on the life of her husband Late Shri Sudhir Kumar Dhamija. The policy was sold by HDFC Bank employees who were well aware of Shri Dhamija's health condition but the policy was issued without any medical check-up. Subsequently, after the death of Shri Dhamija, the death claim was repudiated due to non-disclosure of fact that he was suffering from cancer.

Findings: - The complainant stated that her husband was sold the policy by Bank officials who were aware of his health conditions. Even then, no medical was done prior to purchase of the policy.

The Company informed that the policy 17064922 was issued to Shri Sudhir Kumar Dhamija on 08.09.2014 for a premium of Rs. 1 lakh to be paid for 10 years. The life assured died on 29.10.2015 after 1 year 1 month and 21 days from the issuance of the policy. On investigation, it was revealed that the Life Assured was suffering from Adenocarcinoma prior to the purchase of the policy and the same was not disclosed at the time of the purchase (Medical Records dated August, 2014 from Alchemist, Panchkula enclosed). Further, the fund value of Rs. 1,80,542.80 had already been transferred to the complainant's account.

Decision: - Shri Sudhir Kumar Dhamija was suffering from Adenocarcinoma and was under treatment for the same prior to purchase of the mentioned policy. This fact was not disputed by his wife Ms. Kiran Dhamija. However, this fact was not disclosed in the proposal form submitted to the Company. The Company on its behalf has already paid the fund value as per the terms and conditions of the policy. It is thus, a clear case of non-disclosure of material facts, hence the case is closed.

Award No: IO/CHN/A/LI/0002/2017-18 dated 28/06/17

R.Subagaran Vs Life Insurance Corporation of India

The complainant's wife (C.Saritha) took 7 policies (No. 705821881, 706064366, 706067492, 706070401, 706070402, 706070403 & 709302826) for Rs. 11 lakhs (Sum assured) from LIC of India during the period from 30/03/11 to 03/07/13. The policies resulted into (death) claim within 3 years from the date of commencement of risk. When the complainant staked his claim in the capacity of nominee, the insurer informed him that the liabilities under the policies were repudiated on account of suppression of material facts in the proposals by the DLA while proposing for insurance.

The complainant contended that the proposal forms were filled by the agent and hence, his deceased wife was not responsible for incorrect information in the proposals. The insurer's stand is that the DLA withheld correct information regarding her health, occupation and details regarding previous policies at the time of submitting the proposals. The insurer also contended that the DLA took treatment at Stanley Hospital, Chennai during October 2012 which correlates with her absence from duty on sick grounds.

Even though copy of the policy information details in respect of the DLA under Chief Minister's Comprehensive Health Insurance Scheme provides details of reimbursements made to Government Stanley Medical College Hospital, Chennai by Government of Tamil Nadu under the above referred scheme, yet, details regarding the treatment for which the amount was reimbursed, the period of treatment, the nature of ailment etc. are not available in the said policy information form. While so, it was held that the insurer's stand that the DLA suffered from stomach cancer is not supported by any documentary record and hence, the insurer was directed to pay the claim under policy no. 705821881.

It was, however, held that repudiation of claim under other 6 policies are in order since the insurer proved that the DLA withheld material information in the proposals regarding previous policy details, details of treatment took for stomach ailments and absenting from her duties on health grounds.

Award No: IO/CHN/A/LI/0003/2017-18 dated 28/06/17

Manjula Vs Life Insurance Corporation of India

This complaint is against repudiation of death claim under Policy no. 719458547 for non-disclosure of material facts at the time of proposing for insurance. The deceased life assured, (late) V.Sambasivam, the complainant's husband took a policy (No. 719458547) for Rs. 1 lakh which resulted into claim within 2 years and 4 months of its commencement. The insurer rejected the claim put forth by the complainant who is the spouse of the deceased life assured and also nominee on the ground of suppression of material facts in the proposal by the DLA while proposing for insurance.

The complainant contended that her deceased husband was in good state of health at the time of taking the policy. The insurer's stand, however, is that the DLA was a known case of Brain Tumour since 09/08/2005 which is prior to commencement of risk under the policy. The DMR (Divisional Medical Referee) of the insurer opined that the death occurred due to Brain Tumour which was identified in the year 2005.

The insurer relied upon the case sheets of Government Stanley Hospital. As per the case sheets, the DLA was a case of Pituitary Macro Adenoma and underwent Pterional Craniotomy on 24/08/05. The hospital records reveal that the DLA was treated for the above ailment during the period from 09/08/05 to 20/09/05 which cannot be termed either as "trivial" or "casual ailments". In his answer to the various questions put to him through the proposal form, the DLA not only failed to disclose what it was material for him to disclose, but also made a false statement to the effect that he had not been treated by any doctor for any such serious ailment. During the hearing, the complainant admitted that her husband was having brain tumour and underwent surgery thereof.

The complaint, therefore, was dismissed.

Award No: IO/CHN/A/LI/0004/2017-18

K.Velayammal Vs Life Insurance Corporation of India

The complainant's husband (late) V.Kannan who was a Driver in State Transport Corporation took a policy (No. 717759031) in March 2006 with the insurer for Sum Assured of Rs. 1 lakh. Though the term of the policy was 10 years, it resulted into (death) claim within 32 months of its commencement. The complainant who is the spouse of the deceased life assured staked her claim in the capacity of nominee. The insurer, however, rejected the claim on grounds of suppression of material facts at the time of entering into the contract.

The case of the insurer is that the answers given by the DLA to Q Nos. 11 (b), (c) (d), and 11 (i) of the proposal form dated 31/03/06 were false as he was treated for Hemiparesis and took leave on medical grounds for the said treatment. The hospital records of Kilpauk Govt. hospital reveal that the DLA was a known case of Hypertension and also, case of Residual Limb weakness (Rt.) for which he received motor aphasia treatment from 08/11/02. The fact that the DLA took treatment (as an in-patient) at Kilpauk Medical College Hospital Chennai from 29/05/02 to 31/05/02 is finding a place in the inter-office memo of the DLA's employer. The medical certificates reveal that DLA availed total of 755 days of leave during the period from 01/06/03 to 29/05/05 for Hemiparesis which includes continuous leave of 225 days from 01/06/03 to 11/01/04.

As the hospital records clearly proved that there was deliberate suppression of material facts by the DLA in the proposal form, it was held that the insurer's action does not warrant any interference

Hence, the complaint was dismissed.

Award No: IO/CHN/A/LI/0006/2017-18 dated 28/06/17

M.Malathi Vs Life Insurance Corporation of India

The complainant's husband (late) K.Murugesan subscribed to a policy for Rs. 2 lakhs (Sum Assured) with the insurer on 28/12/13 under Salary Savings Scheme. Within 18 months of taking the policy, the complainant's husband died of Chest pain. The complainant being the nominee under the policy staked her claim under the policy which was rejected by the insurer on the ground that the answers given by the DLA to certain questions in the proposal form dated 30/12/13 were false as he was a known case of Hypertensive and was on treatment for 5 years which was prior to proposal.

It is the stand of the complainant that her husband, the deceased life assured (DLA), was hale and healthy before taking the policy and his death was sudden. The insurer, however, refuted the complainant's contention by placing reliance upon the report given by Dr K.Nagaretnam of M S R Hospital, Aruppukottai.

Dr K.Nagaretnam, certified (in the said report) that the DLA was a known case of Hypertensive patient and was on treatment with a drug for the past five years. Nevertheless, in Claim Form-B which was completed by the same Physician who was the DLA's usual medical attendant for the last 8 years, there was no reference to the treatment said to have been given for Hypertension.

That being the case, the insurer ought to have collected other hospital records to prove its contention that the DLA was a known case of Hypertensive and on treatment for 5 years. No such records have been produced by the insurer before this Forum and in the absence of such records, the Hon'ble Ombudsman observed that it is not proper to conclude that the DLA was a known case of Hypertensive and took treatment therefor for 5 years. As a corollary, it is not fair to conclude that the DLA suppressed material information regarding his true state of health in the proposal form.

The complaint, therefore, was allowed with a direction to the insurer to pay the death claim with penal interest.

Award No: IO/CHN/A/LI/0007/2017-18 dated 28/06/17

S.Jeyalakshmi Vs Life Insurance Corporation of India

This complaint is filed against repudiation of death claim. The complainant's husband (late) Sivakumar took a policy (No. 747508033) on 28/08/13 for Sum Assured of Rs. 4 lakhs. The complainant, spouse of the deceased life assured preferred a claim with the insurer following death of her husband on 01/06/15 due to acute kidney injury.

Since the policy resulted into very early claim, the insurer caused an investigation into the bonafides of the claim. The insurer found that the DLA had the history of LR shunt and also Haematemesis for which he underwent surgery in the year 1999 which was prior to his proposing

for insurance. Notwithstanding, while replying to relevant questions in the proposal form, the DLA failed to disclose the true information regarding the treatment he took for Haematemesis and LR shunt. That being, the insurer repudiated the liability under the policy for suppression of material facts in the proposal.

In her complaint, she contended that her deceased husband was hale and health at the time of taking the policy and that the policy was not taken for any wrongful gain. The complainant didn't attend the hearing.

Perusal of OP record dated 08/12/12 of MMHRC clearly reveal that the DLA underwent surgery in the same hospital for Haematemesis in the year 1999. Further, OP record dated 29/10/14 reveal that the DLA was a known case of LR shunt. The Forum observed that the ailments for which the DLA was treated was of serious nature and that the DLA not only failed to disclose what it was material for him to disclose but also made false statements (in the proposal form) to the effect that he was not treated by any doctor for any such ailment prior to his proposing for insurance.

The Complaint was, therefore, dismissed.

Award No: IO/CHN/A/LI/0008/2017-18

P.M.Ponmani Vs Life Insurance Corporation of India

The complainant, a practicing advocate and spouse of the deceased life assured, filed this complaint against repudiation of death claim under Policy (No. 747628500) taken on the life of his deceased wife. The Sum assured under the policy was Rs. 2 lakhs and the policy was to mature on 28/04/2029. The policy, however, resulted into death claim within a very short time, viz. 15 months of commencement of risk.

The insurer repudiated the liability under the policy for withholding material information regarding her health at the time of entering into contract of insurance. The complainant contended that her deceased wife never took any treatment as an in-patient and she was hale and healthy at the time of taking the policy. The stand of the insurer is that she had the history of CKD (Chronic Kidney Disease) since the year 2009, the fact which she suppressed in the proposal form.

In Patient Assessment record of Apollo Hospitals, Madurai, there is a noting of "CKD 2009 on medical management". In the said assessment record, it is very clearly mentioned that the PED (chief complaints) were informed to the hospital authorities by the husband of the patient himself, herein the complainant. Certificate dated 08/01/16 of Lee Kidney Care-Dialysis Centre also certify that the DLA was regularly treated in the said centre for "Nephrotic syndrome".

Perusal of hospital records clearly establishes that the DLA withheld material information and also made mis-statements in the proposal form. The Hon'be Ombudsman, therefore, dismissed the complaint with a direction to refund the premiums paid under the policy.

Award No. : IO(CHN)/A/LI-011/2017-18

Sri.A.Abubakkar Sithik Vs. SBI Life Ins. Co. Ltd.,

Policy No. 70000003903 S.A : Rs.2,03,004

Nature of Complaint: Repudiation of Death Claim

Grounds of Repudiation : - The Insurer repudiated the death claim stating that the deceased life assured was suffering from heart disease prior to the date of proposal which she has not disclosed the same while applying for enrolment under the above policy. She had given a false good health declaration and had not disclosed material fact at the time of entry into the scheme. Hence the premium paid under the above policy was refunded.

As per the Case summary and Medical record of Sree Chitra Tirunal Institute for Medical Sciences and Technology, Trivandrum, the DLA was admitted there on 02/08/06 and discharged on 19/08/06 which was prior to her proposing for insurance. In "History" column, it is clearly mentioned that the DLA during routine check up was diagnosed to have hole in the heart at the age of 1 and was advised to wait till the age of 10 years for surgery.

While answering to the various questions put to her through the Membership form, the DLA not only failed to disclose the same but also made a false statement to the effect that she had not been treated by any doctor for any such serious ailment.. During the hearing, the complainant admitted that his daughter underwent heart surgery in the year 2006.

Hence the Complaint is dismissed.

Award No. : IO(CHN)/A/LI-013/2017-18

Sri.Anand Bharathy Vs. ICICI Prudential Life Ins. Co. Ltd.,

Master Policy No. 19546240 S.A : Rs.5,88,000

Nature of Complaint: Repudiation of Death Claim

Grounds of Repudiation :- The Insurer repudiated the death claim stating that the life assured was hospitalized on August 30, 1993 and was diagnosed of rheumatic heart disease with severe mitral stenosis and also the life assured had undergone closed mitral valvectomy for the same. The above mentioned medical history is prior to policy issuance. But the above material fact was suppressed in the proposal form while effecting the above policy.

As per the said discharge summary of Sri.Sathya Sai Institute of Higher Medical Sciences, the DLA was admitted on 30/08/93 with the symptoms of RHD (Rheumatic Heart Disease). It is further observed that on 01/09/93 Closed Mitral Valvectomy surgery, was performed on DLA. In the Discharge summary issued by Public Health Centre, Chennai, it is clearly mentioned that the DLA , was a known case of severe rheumatic heart valve disease with mitral valve restenosis. The

Complainant during the hearing too admitted that his deceased father underwent heart surgery in the year 1993 for replacement of mitral valve.

it is clear that the DLA suffered from Heart disease and underwent surgery for the same even before he proposed for insurance under the policy. So the Insurer's decision to repudiate the liability under the above master policy is fully justified.

Hence the Complaint is dismissed.

DATE: 28.06.2017

In the matter of Mrs. Toshiba Kaushal
Vs
Max Life Insurance Company Ltd.

1. The complainant stated that her husband late Mr. Jitender Kaushal availed car loan from Axis Bank in Sept 2016 and the bank representative had issued him an insurance cover against the outstanding principal. Her husband took the insurance cover as it was part of the overall scheme. Her husband died in Jan 2017 however on approaching insurance company, the company repudiated the claim with the reason that late Mr. Jitender Kumar was suffering from Chronic Liver Disease which was prior to signing the Group Application cum declaration of good health form. At the time of taking car loan from Axis Bank, her husband was asked to sign on the blank application form for availing the insurance cover alongwith all other loan related documents. All the documents were filled later by the bank and the insurance company staff after the applicant had left. The fact that nobody cared to ask the relevant disclosures no vital inputs taken from the applicant while filling up the insurance form later on his behalf prove that the bank and insurance staff was only interested to meet sales target only. Complainant stated that her name was also misspelt, and D.O.B was also wrongly stated in the form. Claimant has requested for payment of death claim of Rs. 3,72,279/-.
2. The Insurance Company in its SCN received on 05.06.2017 stated that the life assured had concealed material information which could alter the decision of the insurance company for issuance of policy. Claim was intimated to the Insurance Company on 31st Jan 2017, it was found that the complainant was suffering from Acute Febrile illness and chronic liver disease and having past history of type 2 diabetes mellitus and TB and thus the claim was declined vide letter dated 23.03.2017 and premium amounting to Rs.2327/47 was refunded to the nominee, Insurance Company has requested for dismissal of the complaint.
3. I heard the complainant. The complainant stated that her husband late Mr. Jitender Kumar had taken a car loan of Rs. 4,02,677/- from Axis Bank. The bank also issued him a group Insurance policy for the outstanding loan commencing from 13.10.2016. At the time of taking loan, her husband had signed a proposal form for the insurance. Her husband was not asked any questions while filling the form and it was filled by bank officials later on.

Unfortunately Mr. Jitender Kumar died on 03.01.2017 and claim forms were submitted to the insurance company on 31.01.2017. Claim was repudiated by the Insurance Company due to non disclosure of material facts. As per documents received for claim, life assured Late Mr. Jitender Kumar was suffering from chronic Liver disease since July 2016 i.e. prior to signing the group credit policy application form. Insurance Company representative was absent at the time of hearing. As there was no proof that the complainant's husband was not asked any questions for filling the form nor that he himself had not filled the form. The contention of the complainant has no substance. I see no reason to interfere with the decision of the Insurance Company. The complaint filed by the complainant is disposed off.

DATE: 27.04.2017

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

1. The Complainant stated that his son had expired on 16.11.2016 due to sudden chest pain. They had deposited all the installment premiums under the policy on time through agent. However, due to demonetization, this time premium payment was delayed and the agent deposited the premium under the policy on 18.11.2016 i.e. after the death of the life assured.
2. The Insurer i.e. LIC of India in its SCN reply dated 24.04.2017 submitted that Insurance Policy No. 334152998 was issued on the life of Lt. Sh. Parveen Kumar on 28.03.2014. The Life assured expired on 16.11.2016 and the Insurance Policy was in lapsed condition on the date of death. The Insurance Premium for the due date 06/2016 to 09/2016 was paid on 18.11.2016 i.e. after the death of the life assured. Since the last premium under the policy had been deposited after the death of the life assured and the policy was in the lapsed condition as on the date of death, nothing was payable under the policy.
3. I heard both the sides, the Complainant and the Insurance Company. During the course of hearing, the Insurance Company stated that Insurance Policy was in the lapsed condition on the date of death of the life assured and in accordance with terms and conditions of the policy, nothing was payable under the policy. The Complainant stated that she is a widow working as daily labourer earning approx. Rs. 5000/- per month only.

I find that the Insurance Policy No. 334152998 was issued on the life of Lt. Sh. Parveen Kumar with date of commencement as 28.03.2014. Under the policy, the renewal

premiums had been paid up to 03/2016 and the policy got lapsed due to non receipt of premiums due in 06/2016 and 09/2016. The Life assured expired on 16.11.2016. In view of fact that the Insurance Policy was lapsed on the date of death, the decision for nonpayment of death claim under the policy is in accordance with the terms and conditions of the policy. However, considering the pecuniary condition of the family, the Insurance Company is directed to refund the premium amount received under the Insurance Policy. The amount shall be paid within 30 days of the receipt of the order and confirm the compliance of the same to this office.

DATE: 19.06.2017

In the matter of Smt. Shashi Yadav
Vs
Bharti Axa Life Insurance Company Limited

1. The Complainant stated that at the time of filling insurance, her husband was not in good state and he had visible surgery marks on his clean shaven head as he had undergone “gemistocytic astrocytoma surgery” just one month back and was on strict bed rest. All the paper work was filled by the insurance provider despite raising their concern about the medical condition of the deceased life assured but he guaranteed that there will be no issue. At the time of insurance, her husband was unfit for insurance but insurance officer deluded the facts and committed fraud.
2. The Insurer i.e. Bharti Axa Life Insurance in its SCN reply dated 26.05.2017 submitted that the policyholder had signed and submitted the Self Filled Questionnaire (SFQ) dated 09.04.2014. Based upon the information provided at the SFQ stage, the Certificate of Insurance was issued on the life of the insured. The life assured expired on 12.10.2014. During investigation, it was revealed that the life assured was hospitalized in December, 2010 where he was diagnosed to be suffering from Right Temporal Lobe Tumor, Astrocytoma Grade 2 and underwent Craniotomy. Further, the member was a known case of Diabetes mellitus since 5 years and was on regular treatment. The DLA had not disclosed the same in the SFQ.
3. I heard the complainant. The complainant admitted that her husband had taken treatment for tumor in 2010 and also in January, 2014. Even at the time of procuring the policy, he had visible surgery marks on his head and they had also informed the past medical history of her husband to the representative of the Insurance Company but the representative, who had filled the proposal form, had told that the same will have no effect on policy. The Insurance Company was not represented by anyone. However, as per the reply submitted by the Insurance Company, the deceased life assured was treated for Right temporal lobe tumor in 2010 and was suffering from other diseases also but the same were not disclosed

while procuring the policy. They had also stated that had the life assured replied correctly and truthfully to the questions in respect of medical history in the enrollment form and had informed the company of his health status, the company under no circumstances would have enrolled him under the subject policies.

I find from the statements both by the complainant and the Insurance Company that there was undisputable fact that deceased life assured had past medical history and the same was not mentioned / disclosed in the proposal form submitted at the time of inception of the insurance. The Insurance Company submitted that the deceased life assured would not have been issued insurance policy if the past medical history had been known before the procurement of policy. The claim was thus, repudiated. I see no reason to interfere with the decision of the Insurance Company to repudiate the death claim under the policy. However, in view of Insurance Company contention that the deceased life assured was uninsurable on the basis of his previous medical history, the Insurance Company is directed to refund the premium amount of Rs. 141068/- received under the policy.

DATE: 05.07.2017

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

1. The Complainant stated that her husband had taken an insurance policy with date of commencement as 24.11.2011. Her husband met with an accident and his dead body was recovered from the canal on 13.08.2013. As per postmortem report, the cause of death of her husband was drowning. She filed papers for payment of death claim under the policy. They however, received a letter dated 14.12.2015 from the Insurance Company stating that the deceased life assured was suffering from HTN, COPD, Bronchitis, Pyrexia, Typhoid and was on medical leave for 167 days on various dates and hence the death claim on the life of her husband had been repudiated.
2. The Insurer i.e. LIC of India in its SCN reply dated 15.06.2017 submitted that Insurance Policy No. 331045180 was issued on the life of Lt. Sh. Ashok Kumar on 24.11.2011. The life assured expired on 13.08.2013 due to drowning. During investigation, it was revealed that deceased life assured had undergone treatment for HYPERTENSION and PULMONARY DIESEASE along with pyrexia and thyroid and had taken medical leaves for 167 days for treatment prior to proposing the insurance. The DLA had, however, not disclosed the same while proposing for insurance.

3. I heard both the sides, the Complainant and the Insurance Company. The complainant stated that Insurance Company had repudiated death claim on the life of her husband. The Insurance Company submitted that the deceased life assured had availed leaves on medical grounds on different dates and the same had not been disclosed while procuring the policy. Hence the death claim was repudiated on account of non disclosure of material information at the time of purchasing the policy.

I find that the Insurance Policy No. 331045180 was issued on the life of Lt. Sh. Ashok Kumar with date of commencement as 24.11.2011. The life assured expired on 12.08.2013 and the cause of death was by drowning on 28.03.2014. The Insurance Company in its reply had stated that the deceased was suffering from Hypertension, pulmonary, thyroid etc. diseases before procuring the policy and he had availed leaves on various occasions for treatment of the same. However, on perusal of the leave applications submitted by the Insurance Company, I find that in some of the applications there was no mention of any specific ailments/ disease and all the applications / medical certificates were of treatment taken by the deceased life assured in OPD. The Insurance Company could not produce any documentary evidence to prove that the deceased life assured was on any kind of regular medication for the diseases stated by them in their reply before procuring the policy. I therefore, hold that the Insurance Company had repudiated the death claim without having any substantial proof regarding any past illness / treatment. Accordingly, an award is passed with the direction to the Insurance Company to settle the death claim for full sum assured amount under the Insurance Policy NO. 331045180.

DATE: 06.07.2017

In the matter of Mrs. Lavanya Sundram

Vs

Max Life Insurance Company Ltd.

1. The complainant stated that her brother Mr. Shyam Sunder V. had taken an whole life insurance policy from, Max Life Insurance Co. for sum Assured Rs.5,00,000/- in Oct, 2003 and paid Insurance premiums for 11 years i.e. upto Oct 13. Total premium paid by the life assured was $12710 \times 11 = 1.39.810.00$ and policy lapsed from Oct 14. Her husband died on 24.10.2016 and she submitted the Death claim papers. Insurance Company first paid the nominees an amount of Rs.98587/- as per standard calculations and after a letter of re-look from the complainant, the Insurance Company paid an ex-gratia payment of Rs.41412/46 on 18.01.2017. Complainant has requested for payment of full sum assured of Rs.5,00,000 minus amount already paid to nominee.
2. Insurance Company in its SCN dated Nil stated that complainant sent a claim intimation letter where in complainant stated that L.A. has died on 24.10.2016 and requested for release of sum assured under the policy. Thereafter insurance company settled the death claim as per terms and conditions of the policy and reduced paid up amount of Rs.98587/24

was remitted. Again on 06.01.2017 complainant sent a reconsideration request. After reviewing the reconsideration letter on ex-gratia payment of Rs.41412/46 was remitted to the complainant on 18.01.2017 over and above the RPU amount, Insurance Company has requested for dismissal of the complaint.

3. I heard both the sides, the complainant and the Insurance Company. The complainant stated that her husband Late Sh. Shyam Sunder had taken an Insurance policy no.239574916 from Max Life Insurance Co.Ltd commencing 30th Oct 2003 and paid the premiums for 11 years i.e upto Oct 2013. Her husband died on 24.10.2016. Complainant (nominee under the policy) submitted the death claim papers to the Insurance Company. Insurance Company settled the death claim for Rs. 98587/24. The complainant requested that her husband had paid the total premium of Rs. 12710x11=Rs.139810/- for a basic sum assured of Rs.500000/- but the company has neither paid her the basic Sum Assured or the premium paid with interest and enquired how the company had decided the amount of claim. Subsequently company paid an ex-gratia payment of Rs.41412/46 to the complainant on 18.01.2017. Insurance Company stated that as the policy was in lapsed position on the date of death, the cash value under RPU (Reduced paid up) was paid to the nominee for Rs. 98587/24. Further on request of the complainant, ex-gratia payment of Rs.41412/46 was also made. Since the Insurance Company has made the payment as per terms and conditions of the policy. I see no reason to interfere with the decision of the Insurance Company. The complaint filed by the complainant is disposed off.

1.CASE OF :Athokpam Subhachandra Singh Vs. Reliance Life Ins. Co.
COMPLAINT REF NO AWARD NO: G UW-L-036-1718-0061

As per complaint , the L.A. was a business man and died on 03.02.2017. But the insurer contested that the D.L.A. was a police constable under Govt. of Manipur who expired on 17.08.2016 and policy was in lapsed condition on the date of death for non- payment of premium due 30.09.2015. So, they repudiated the same.

Since this forum does not have either the jurisdiction or the wherewithal to investigate into such disputed matters, the complaint is disposed of without any order.

2.CASE OF: Mr. Ujjal Bordoloi : Complainant V/S Reliance Nippon Life Insurance co. ltd.
COMPLAINT REF NO G UW-L-036-17-18-0082 AWARD NO: IO/G UW/A/LI/0048/2017-
2018

The policy was revived with declaration of Good health on 27.12.2016. The LA expired on the same day due to cardiovascular accident. The insurer repudiated the claim on the strength of an ultralab centre report where in it is shown that L.A. was suffering from right Hemiparesis and it is not mentioned in the DGH.

The insurer could not submit any documentary evidence to establish beyond any doubt that CVA took place before depositing premium/ execution of DGH. Hence the repudiation was set aside.

3.Complaint No: GUW-L-033-1718-0003

Mr. Gopal Sarkar: Complainant V/S PNB Met life Ins. Co Ltd: Respondent

Daughter of the complainant took the policy from the insurer and she died on 29/10/14. But the insurer stated that the policy holder died prior to taking the policy. They submitted a medical certificate of cause of death from Dispur Hospitals that had mentioned death of death as 27/10/13. Further an affidavit was collected from one Ganga ram Das who claimed to be the husband of the policy holder and confirmed that his wife died on 27/10/13.

This forum however examined other papers also like I T Return verification form for Assessment Years 13-14 and 14-15 both of which carried signature of the policy holder. Besides an entry in the pass book from Axis Bank had shown that the DLA herself had deposited Rs 30,000/- on 20/08/14. Taking cognizance of these documents this forum decided that the decision of the insurer to repudiate the claim was not on the basis of sustainable documents and set aside repudiation directing the insurer to make full payment of claim.

4.Complaint No GUW-L-032-1718-004

Mrs. Beula Khatun: complainant V/S Max Life Ins. Co. Ltd.

Lt. Rupchand Ali, husband of complainant, had taken the policy who died on 23/10/15 due to pyrexia of unknown origin. But when claim was submitted, the insurer repudiated it stating that LA died due to unknown circumstances and event leading to death was inconsistent and suspicious. Subsequently they added that death was prior to signing the proposal.

In the SCN the insurer stated that the LA was a known patient of chronic heart disease and was taking treatment from one Dr. S.Ali from 11/14 to 01/15. And this history was not disclosed in the proposal. They furnished a certificate from the said doctor to prove their point.

This Forum observed that the stand of insurer was inconsistent. They had given different reasons for repudiation at different times like 1) death was due to unknown and suspicious circumstances, 2) death was prior to signing the proposal, 3) concealment of material information etc. Besides, the certificate was issued by the doctor on 10/06/16 long after the death which was based on only memory of the doctor as private doctors do not keep record of treatment of patients at least in this part of the country. Further the certificate was not supported by any prescription of any other medical document.

Considering all the above this forum set aside the repudiation and directed the insurer to settle the claim in favour of the nominee.

5.Complaint No GUW-L-024-1718-0002

Mrs. Purnima Dey: Complainant V/S India First Life Ins. Co. Ltd: Respondent

DLA Nantu Das had procured the policy from the insurer on 29/11/15 for SA of Rs 643050 for a term of 15 years. He died after four months on 29/02/16. When the claim was submitted the insurer repudiated it for suppression of illness history. In support of their claim they submitted an outpatient slip supposed to have been issued by Guwahati Medical College under Regn No 11199 dtd 09/06/15 which mentioned that the DLA was treated for sudden loss consciousness with KI/C/O HTN and T2 DM about 6 months prior to DOC.

However this forum has observed that the document was not authenticated by seal and it contained an address which was totally different from the address of the DLA and hence decided that the

repudiation was not on the basis of sustainable and indisputable evidence and set aside the same with an order to settle the claim in favour of the nominee.

6.Complaint No GUW-L-001-1718-0041

Ms. Jupitara Pathak: Complainant V/S Aegon Life Ins Co. Ltd: Respondent
DLA Laba Pathak took the policy from the insurer for a SA of Rs 132799 on 22/12/15. He died on 10/08/16. When the nominee staked claim, the insurer repudiated the same on the ground that the policy holder actually died 10 months prior to taking the policy.

As proof the insurer produced copy of Register of Death for the month of 02/15 which clearly mentioned that the policy holder died on 15/02/15 i.e. about 10 months prior to the date of signing the proposal. Further they also submitted copies of death certificate and medical certificate of cause of death submitted by the complainant on both of which Addl. Registrar of Births and Deaths, Udalguri District and Medical and Health Officer Udalguri District certified under seal and signature that actual date of death was 15/02/15 and not 10/08/16.

Considering these documents this forum opined that the decision of the insurer to repudiate the claim was justified and hence closed the complaint without any relief to the complainant.

7.Complaint no: GUW-L-032-1718-0015

Mr. Rafikul Islam: Complainant V/S Max Life Ins. Co Ltd: Respondent
DLA Safiqul Islam had taken the policy from the insurer on 12/12/14. He died on 22/02/15. Claim submitted by the nominee was repudiated by the insurer, among other reasons, for taking very high SA policies from other insurers that were not disclosed in the proposal papers. Further, his income was not commensurate with total amount of insurance taken.

On scrutiny of all the papers available the forum also observed that there was a tendency on the part of the DLA to take those policies by giving false information like different occupations in different policies with different insurers. Hence the forum found the repudiation decision justified and closed the complaint without any relief to the complainant.

8.Complaint No GUW-L-008-1718-0074

Mahibur Rahman Barbhuiya: Complainant V/S Bharti Axa Life Ins. Co. Ltd: Respondent
DLA Samarun Nessa Borbhuiya had taken the policy from the insurer with DOC 14/11/13. She died on 16/08/14. Claim staked by the son was repudiated mainly for gross misstatement of age. Actual age of the DLA was 72 years at the time of taking the policy. But she declared her age as 52 years. Even the age of the nominee, the son was 44 years but he tempered with the age on the document as 35 years. On comparing actual ages of the mother and her son it is found that their age difference was only 7 years which is absurd.

Considering these facts the forum opined that repudiation decision was justified and hence closed the complaint without any relief to the complainant.

9. Complaint No: GUW-L-029-1718-0067

Mrs. Kanta Kumari Limboo: Complainant V/S L I C of India: Respondent
Policy No 444987983 for a SA of Rs 4.00 lac was taken by Late Krishna Kumar Limboo under T/T 14/05 with DOC 06/12/13.He died on 06/11/15. After the claim was staked, it was repudiated by the insurer on the ground of non disclosure of illness history prior to taking the policy.

Insurer contended that DLA was on sick leave from 27/01/11 to 04/02/11 as per leave record from the employer. They also furnished copies of treatment details from IOC Ltd AOD Hospital. These information was not provided in the proposal.

However this forum observed that the repudiation was mainly on the basis of forms B & B1. But these forms did not previous illness record and the DLA suffered only from terminal conditions. As to disclosure in the proposal papers it was observed that the sufferings were during service life and the policy was taken two years after retirement and hence DLA might have found it insignificant to mention the same. Further the policy was for 5 year term and the duration was almost 2 years. Considering all these this forum opined that repudiation was not justified and so ordered the insurer to pay full claim to the nominee.

10.Complaint No GUW-L-045-1718-0036

Mr. Shamsul Hoque Chouhury: Complainant V/S Star Union Dai-Ichi Ins. Co Ltd: Respondent Late Sarimul Hoque Choudhury took the policy with DOC 22/02/16 for a SA 3.40 lac from the insurer. He died on 24/04/16 – two months from commencement. But claim was repudiated by the insurer stating that the policy holder was suffering from cirrhosis of liver with ascites prior to signing the proposal.

The insurer furnished copies of prescription dated 20/12/13 and 03/02/14 verified by the Sub Divisional Medical and Health Officer. These dates were two years prior to DOC which were not mentioned in the proposal. This information was material in nature having direct consequences on underwriting decision of the insurer.

However this forum found that 1) the documents presented by the insurer during hearing were not satisfactory 2) signatures of the same medical officers differed widely in documents and 3) the complainant also denied authenticity of the prescriptions. Now, as fraud seems to be involved in the case and this forum has neither infrastructure nor wherewithal to decide such cases and hence closed the complaint without any order allowing the parties to approach any other forum/ court for Redressal.

Case No : L-029-1718-0078

Mrs. B. Vijaya

Vs

LIC of India - Karimnagar

Award No. IO/HYD/A/LI/0001/2017-18

Award Date: 11.08.2017

Death Claim

Mrs. B. Vijaya filed a complaint stating that the death claim under the policy number 807609053 for a Sum Assured of Rs. 12,00,000/- of her deceased husband was wrongly repudiated by the insurer for alleged suppression of health condition at the time of submission of proposal. Hence, she requested for settlement of the death claim.

The forum observed that the deceased life assured was suffering from LVM with strain CAD Antero septal infraction old as per the ECG report of Neeharika Hospital dated 16.12.2011 The certificate of hospital treatment given by Dr. T. Sadananda Reddy clearly indicates that the deceased life assured suffered from shortness of breath and was diagnosed for congestive heart

failure on 16.12.2011. These details were not disclosed by the deceased life assured in his proposal for insurance dated 28.02.2014.

Since the life assured did not disclose his correct status of 'personal health history', the insurer cannot be made liable to pay the sum assured and repudiation of death claim under the policy was on valid grounds and therefore, there is no scope to intervene in favor of the complainant. Hence, the complaint is closed as dismissed.

Case No : L-029-1718-0105
Mr. K. Lakshman Goud
Vs
LIC of India - Karimnagar
Award No. IO/HYD/A/LI/0002/2017-18

Award Date: 11.08.2017

Death Claim

Mr. K. Laxman Goud filed a complaint stating that the death claim under policy number 685842532 for a Sum Assured of Rs. 62,500/- of his wife was wrongly repudiated by the insurer for alleged suppression of material facts with regard to health. Hence, he approached this forum and pleaded for appropriate direction to the respondent insurer to settle the death claim.

The forum observed that the deceased life assured was suffering from CRHD (Chronic Rheumatic Heart Disease) and PBMV (Percutaneous Balloon Mitral Valvoplasty) done on 27.04.2007. This is clearly evident from the discharge summary of NIMS Hospital, Hyderabad dated 28.04.2007. The deceased life assured had not given her actual health condition at the time of proposing for insurance on 11.02.2011 and also in Declaration of Good Health at the time of revival of the policy on 30.09.2013. The statements in the D.G.H. form along with the proposal are the basis of the contract for insurance on revival.

As such, the forum agreed with the insurer in concluding that there was deliberate concealment of previous medical history by the life assured, for the purpose of availing the insurance benefit. The forum held that the repudiation of death claim under the policy was on valid ground and the decision of the respondent insurer need not be interfered with.

Hence, the complaint is closed as dismissed.

Case No : L-036-1718-0053
Mr. G. Srinivasa Rao
Vs
Reliance Life Insurance
Award No. IO/HYD/A/LI/0007/2017-18

Award Date: 11.08.2017

Death Claim

Mr. G. Srinivasa Rao filed a complaint stating that the death claim number under policy number 52134294 for a sum assured of Rs. 3,04,800/- of his brother was wrongly repudiated by the insurer alleging submission of fake death certificate and misrepresentation of occupation and income details. Hence, he requested for settlement of the death claim.

The forum observed that the date of death is 30.05.2015 as shown in the certificate given by the government authority. The certificate of Gram Panchayat office and certificate of Employer dated 14.05.2016 clearly indicates that his occupation was Manager in Sanghamithra Cold Storage Private Ltd. At Khammam. The News paper report in Telugu daily "Sakshi" dated 31.05.2015 says that the deceased life assured was working in cold storage and died of 'Sun Stroke' on 30.05.2015. The forum has reason to believe that he was an employee and died of sun stroke on 30.05.2015. In view of the facts and circumstances of the case, the forum held that the action of the insurer in repudiating the death claim is not as per the terms of the policy.

Hence, the complaint is treated as allowed.

Case No : L-029-1718-0033
Mr. R.V.R. Hemanthanath
Vs
LIC of India - Visakhapatnam
Award No. IO/HYD/A/LI/0008/2017-18

Award Date: 11.08.2017

Death Claim

Mr. R.V.R. Hemanthanath filed a complaint stating that the death claim under the policy number 696982710 for a Sum Assured of Rs. 1,00,000/- of his deceased sister was wrongly repudiated by the insurer for alleged suppression of health related information at the time of submission of proposal. Hence, he requested for settlement of the death claim.

The forum observed that the deceased life assured was suffering from Hypothoroidism/Organic Psychosis prior to date of commencement of policy. The deceased life assured was admitted in hospital on 14.01.2014 and was discharged on 16.01.2014 for Hypothoroidism/Organic Psychosis. The insurer has produced a certificate of Samudra Hospital, Visakhapatnam dated 26.03.2015 to this effect. These details were not disclosed by the deceased life assured in her proposal for insurance dated 27.03.2014..

Since the life assured did not disclose her correct status of 'personal health history', the insurer cannot be made liable to pay the sum assured. The repudiation of death claim under the policy was on valid grounds and the decision of insurer does not warrant any intervention.

Hence, the complaint is treated as dismissed and closed.

Case No : L-029-1718-0003
Mrs. M. Venkatamma
Vs
LIC of India - Visakhapatnam
Award No. IO/HYD/A/LI/0009/2017-18

Award Date: 11.08.2017

Death Claim

Mrs. M. Venkatamma filed a complaint stating that the death claim under the policy number 6970475513 for a Sum Assured of Rs. 1,00,000/- of her husband was wrongly repudiated by the insurer alleging that her husband had suppressed health related information at the time taking the policy. Hence, she approached this forum and pleaded for appropriate direction to the respondent insurer to settle the death claim.

The forum observed that the deceased life assured was diagnosed for Cancer Vocal-card on 02.05.2012 and taken treatment for the same at Vizag Hospital and Cancer Research Centre Pvt Ltd., from 02.05.2012 to 08.05.2012 as evidenced from case sheet from the said Hospital. The said treatments were prior to the date of the proposal of the policy. These details were not disclosed by the deceased life assured in his proposal for insurance dated 07.05.2013.

Since the life assured did not disclose his correct status of 'personal health history', the insurer cannot be made liable to pay the sum assured. The repudiation of death claim under the policy was on valid grounds and the decision of insurer does not warrant any interference of the forum.

Hence, the complaint is treated as dismissed and closed.

Case No : L-029-1718-0048 & 0049
Mrs. B. Rajyalakshmi
Vs
LIC of India - Machlipatnam
Award No. IO/HYD/A/LI/0010 & 0011/2017-18

Award Date: 11.08.2017

Death Claim

Mrs. B. Rajyalakshmi filed a complaint stating that the death claim under the policy numbers 676530589 and 676545158 for a Sum Assured of Rs. 5,00,000/- each of her husband were wrongly repudiated by the insurer for alleged suppression of material information with regard to his health. Hence, she requested for settlement of the death claim.

The forum observed that the deceased life assured was suffering from heart disease as is evident from the Hospital records, Employer certificate and Leave record of the deceased life assured. The hospital record dated 07.05.2013 of Dr. Ramesh Cardiac and Multispecialty Hospital indicates that the DLA was suffering from the heart disease. It also indicates the history of hypertension since one year and diabetes since 12 years and was on medication. The employer certificate shows that he was on medical leave from 16.06.2008 to 02.08.2008 for 45 days for DM and Ischemic heart disease and from 10.05.2010 to 21.05.2010 for 12 days for DM and viral fever. These details were not mentioned in the proposal for insurance dated 17.02.2012 and 26.11.2012.

Since the life assured did not disclose his correct status of 'personal health history', the insurer cannot be made liable to pay the sum assured. The repudiation of death claim under the policies is on valid grounds and the decision of insurer does not warrant any intervention.

Hence, the complaint is treated as dismissed.

Case No : L-029-1718-0123
Mrs. Teegala Prameela
Vs
LIC of India - Secunderabad
Award No. IO/HYD/A/LI/0012/2017-18

Award Date: 11.08.2017

Death Claim

Mrs. T. Pramila filed a complaint stating that the death claim under the policy number 604727265 for a Sum Assured of Rs. 23,00,000/- of her deceased husband was wrongly repudiated by the insurer for alleged suppression of health condition at the time of submission of proposal. Hence, she requested for settlement of the death claim.

The forum observed from the discharge summary dated 06.01.2012 of “Asian Institute of Gastroenterology” Hyderabad that the deceased life assured was a known case of alcoholic for the last 15 years and suffered from AKD/Hepatitis/COL/Portal HTN. These details were not disclosed by the deceased life assured in personal history under 11 (h) of the proposal for insurance dated 30.03.2011. The forum agrees with the insurer in concluding that there was suppression of health-related information by the life assured in his proposal for insurance.

Since the life assured did not disclose his correct status of ‘personal health history’, the insurer cannot be made liable to pay the sum assured. The repudiation of death claim under the policy is on valid grounds and the decision of insurer does not warrant any intervention.

Hence, the complaint is treated as dismissed and closed.

Case No : L-029-1718-0037

Mrs. S. Manjula

Vs

LIC of India - Nellore

Award No. IO/HYD/A/LI/0013/2017-18

Award Date: 11.08.2017

Death Claim

Mrs. S. Manjula filed a complaint stating that the death claim under the policy number 673435591 for a Sum Assured of Rs. 3,00,000/- of her husband was partially settled by the insurer alleging that premiums under her husband’s policy had 18 gaps. The insurer paid Notional paid up value of Rs. 108621/- instead of sum assured of Rs.3,00,000/- Hence, she approached this forum and pleaded for appropriate direction to the respondent insurer to settle the death claim.

The forum observed that there were 18 gap premiums under the policy from March, 2010 to May, 2016. The S.S.S. policy is a Tripartite agreement among the Insurer, Employer and the policy holder. The insurer should have informed the employer and the policy holder about non receipt of the said premiums. The insurer failed to produce any documentary evidence to show that the employer and the policy holder are informed about these gap premiums. The complainant produced copies of salary slips of the deceased life assured for all the gap premiums as required by the insurer. This forum has reason to believe that the insurer has no option but to settle the death claim for full sum assured as per terms.

In view of the facts and circumstances of the case, the forum holds that the action of the insurer in repudiating the death claim is not justified as the insured had paid the relevant installments as substantiated by the copies of the salary slips.

Hence, the complaint is treated as allowed.

Case No : L-004-1718-0054

Mr. Pitta Praveen Kumar

Vs

Aviva Life Insurance

Award No. IO/HYD/A/LI/0014/2017-18

Award Date: 11.08.2017

Death Claim

Mr. Pitta Praveen Kumar filed a complaint stating that the death claim under the policy number 00531464 for a Sum Assured of Rs. 10,00,000/- of her deceased mother was wrongly repudiated by the insurer for alleged suppression of health related information at the time of reinstatement of the policy. Hence, he requested for settlement of the death claim.

The forum observed from the discharge summary of the hospital that the deceased life assured had suffered from 'Acute Stroke (Right Hemiplegic) on 25.08.2016 and was admitted in Andhra Hospitals, Vijayawada on 25.08.2016 just a day prior to revival of the policy. The DLA had not disclosed the actual health condition in the declaration of good health dated 26.08.2016. Considering this factor, the forum concluded that the DLA had knowingly suppressed her health condition while filling up the D.G.H.. Hence, the forum held that she had intentionally concealed the material information for reviving of the policy.

Since the life assured did not disclose her correct status of 'personal health history', the insurer cannot be made liable to pay the sum assured. The repudiation of death claim under the policy was on valid grounds and the decision of insurer does not need any intervention in favor of the complainant.

Hence, the complaint is treated as dismissed and closed.

Case No. L-006-1718-0076
Mr. D. Santha Rao
Vs
Bajaj Allianz Life Insurance
Award No. IO/HYD/A/LI/0015/2017-18

Award Date: 11.08.2017

Death Claim

Mr. D. Santha Kumar filed a complaint stating that the death claim under the policy number 0313411851 for a Sum Assured of Rs.10,19,000/- of his deceased father was wrongly repudiated by the insurer alleging that fake school certificate was submitted at the time of submission of proposal for securing the policy. Hence, he requested for settlement of the death claim.

The forum observed that the deceased life assured was an agriculturist and paid annual premium for 3 years under the policy. The evidence produced by the insurer for repudiating the claim is Marks sheet and not School leaving certificate as stated in the self contained note of the respondent insurer. The school leaving certificate is in a standard format having full details of the pupil as decided by the concerned State government/Board of Secondary Education. The insurer accepted a mark sheet of the DLA for the purpose of date of birth and issued the policy. The insurer deliberately accepted the mark sheet for the purpose of underwriting and covering the risk, even though it is not a standard age proof. The insurer cannot go back and deny the death benefit alleging that the mark sheet is fake. Therefore, the insurer has no option but to honor the death claim under the policy as per terms.

Hence, the complaint is treated as allowed.

Case No : L-032-1718-0136
Mrs. K. Surya Kumari
Vs
Max Life Insurance
Award No. IO/HYD/A/LI/0016/2017-18

Award Date: 11.08.2017

Death Claim

Mrs. K. Surya Kumari filed a complaint stating that the death claim under the policy number 265029173 for a Sum Assured of Rs. 2,76,548/- of her father was wrongly repudiated by the respondent insurer alleging that her father had suppressed health related information at the time of taking the policy. Hence, she approached this forum and pleaded for appropriate direction to the respondent insurer to settle the death claim.

The forum observed that the deceased life assured was suffering from cancer. The discharge summary of Manipal Super Speciality Hospital, Vijayawada dated 30.07.2014 clearly indicates that the DLA was suffering from cancer. Since then he was under treatment for the same on several occasions in the same hospital. The said treatments were prior to the date of the commencement of the policy and were not disclosed by the deceased life assured at the time of taking the policy. It could be reasonably presumed that the deceased life assured had intentionally not declared his actual health condition in order to secure the insurance cover and thereby prejudicing the underwriting decision of the insurer. Since the life assured did not disclose his correct status of 'personal health history', the insurer cannot be made liable to pay the sum assured. The repudiation of death claim under the policy was on valid grounds and the decision of insurer does not warrant any intervention.

Hence, the complaint is treated as dismissed and closed.

Case No : L-019-1718-0050

Mr. D. Ramana

Vs

HDFC Life

Award No.IO/HYD/A/LI/0017/2017-18

Award Date: 11.08.2017

Death Claim

Mr. D. Ramana filed a complaint stating that the death claim under the policy number 17819778 for a Sum Assured of Rs. 2,40,000/- of his deceased wife was wrongly repudiated by the respondent insurer for alleged misrepresentation of occupation and income details at the time of submission of proposal. Hence, he requested for settlement of the death claim.

Based on the submissions of the parties and the information / documents placed on record, it is observed that the deceased life assured was an agriculturist with an annual income of Rs. 1,80,000/- as stated in the proposal dated 14.08.2015. The forum has reason to believe that the income of the deceased life assured is reasonably enough for the purpose of insurance cover irrespective of the difference since the nature of the occupations doesn't change materially the risk. In view of the facts and circumstances of the case, the forum holds that the action of the insurer in repudiating the death claim is not justified.

Hence, the complaint is treated as allowed.

Case No: L-029-1718-0072

Mrs.D.Anuradha

Vs

Life of India

Award No: IO/HYD/A/LI/0018/2017-2018

Award Date: 11.08.2017

Death claim:

Mrs. D. Anu Radha filed a complaint stating that the death claim under the policy of her husband was not settled by the insurer alleging that there were 3 gaps in the premiums paid by him through Salary Savings Scheme.

The respondent insurer contended that the policy lapsed due to three gaps as on the date of the life assured. The risk premium had been remitted by the employer, excluding the service tax portion during the three months stated. The insurer contended that under SSS policies, the responsibility of keeping the policy in force lies with the life assured as per the Addendum submitted by the insured along with the proposal.

On a careful consideration of the written submissions of both the parties and the documentary evidence adduced, the forum observed that the insurer did not notify the employer or the insured in the first instance about the shortfall in the premium amount. It was opined that the insurer could have refused to adjust the premiums and informed the insured instead of adjusting the service tax from the basic premium received for the subsequent months.

However, since the basic premium had been recovered from the salary of the insured and received by the insurer through the employer regularly till the death of the insured with only one gap, the forum held that the insurer was obliged to cover the risk under the policy.

In result, the complaint was allowed.

Case No: L-029-1718-0109

Mr.T.Basava Rao

Vs

Life of India

Award No: IO/HYD/A/LI/0019/2017-2018

Award Date: 11.08.2017

Death claim:

Mr.T.Basava Rao filed a complaint that the insurer had wrongly repudiated death claim on his wife's policy on grounds of suppression of ill health suffered prior to the revival of the policy. The respondent insurer argued that the claim was rightly repudiated on the basis of irrefutable evidence gathered during their investigation.

From the evidence adduced by the insurer, the forum observed that the deceased life assured had availed treatment for severe Double Vessel Coronary Artery disease with moderated LV dysfunction and also underwent CABG prior to the date of revival.

It was also observed that the insured did not disclose the illness suffered by him in the personal statement of health submitted to the insurer for revival of the policy.

In view of what has been stated, the forum felt that the insurer had produced enough evidence to prove suppression of material information by the deceased life assured at the time of revival of the policy and held that the decision of the insurer repudiating the death claim was in order.

The complaint was dismissed.

Case No: L-029-1718-0087 to 0092

Mr.N.Venkateswarlu

Vs

Life of India

Award No: IO/HYD/A/LI/0022 to 0027/2017-2018

Award Date: 11.08.2017

Death claim:

Mr.N.Venkateswarlu filed a complaint against repudiation of death claims under the six policies of his daughter by the insurer. The complainant, who was the father and nominee under the said six policies of his daughter preferred

the claim on her sudden death due to heart failure. But his claim was repudiated by the insurer on grounds of suppression of information regarding treatment undertaken by the insured for severe Right Volve dysfunction prior to the date of proposal. The respondent insurer argued that the repudiation of the claim by the company was in accordance with the policy terms & conditions as the deceased life assured obtained the policy coverage fraudulently by suppression of information regarding heart ailment suffered by her prior to the date of the proposal.

On a careful consideration of the written submissions of both the parties and the documentary evidence adduced, the forum observed from the case sheets of Sheel Cardiac Center, Hyderabad that the deceased life assured expired due to Heart ailment. In the said case sheets it is also recorded that the insured was a known case of severe PAH, TR & RV Dysfunction since five years which goes prior to the date of commencement of the policies.

On going through the proposal papers, the forum felt that the insured suppressed these facts which were material to disclose particularly since the cause of death was closely related to the previous ailments he suffered from.

Since the claims were repudiated by the insurer on the ground of suppression of material information at the proposal stage in accordance with the policy terms, the forum held that the case did not merit for its intervention in favor of the complainant..

The complaint was dismissed.

Case No: L-043-1718-0081

Mrs.D.Lakshmi Devi

Vs

Shriram Life

Award No: IO/HYD/A/LI/0028/2017-2018

Award Date: 11.08.2017

Death Claim:

Mrs.D.Lakshmi Devi filed a complaint that the insurer M/s Shriram Life had wrongly repudiated the death claim on her husband's policy on grounds of suppression of past medical history and misstatement of annual income.

Whereas the insurer contended that the claim was rightly rejected based on evidence gathered

during their investigation in the form of hospital records that the DLA suffered from pulmonary T.B., prior to the date of proposal.

On a careful consideration of the written submissions of both the parties and the documents on record and the evidence adduced, the forum observed that in the Out Patient receipt of the insured at GGH, Kurnool, it was recorded that the deceased life assured was a known case of Pulmonary Tuberculosis. In the history of illness in the case sheet also, it was mentioned as “H/O Koch (4) 16 years back.” In the death summary also, the cause of death was mentioned as Pulmonary TB meningitis.

In view of what has been stated above and the chronic nature of the ailment suffered by the insured, the forum felt that the policy had been obtained by the deceased life assured by suppression of facts about his previous medical history of Pulmonary Tuberculosis.

As the insured did not disclose the correct information regarding her previous health condition at the time of the proposal, it was felt that the insurer should not be made liable to pay the claim under the policy.

Hence it was held that the repudiation decision of the insurer was in accordance with the policy terms and conditions.

The complaint was dismissed.

Case No: L-029-1718-0073

Mr.P.Jaswanth Kumar

Vs

Life of India

Award No: IO/HYD/A/LI/0029/2017-2018

Award Date: 11.08.2017

Death claim:

Mr.P.Jaswanth Kumar filed a complaint that the insurer had wrongly repudiated his claim for policy money being the nominee under his wife's policy, on the alleged grounds of suppression of previous ill health suffered and occupation at the time of proposal. The claim had been repudiated even though the complainant had produced a letter issued by Care Hospitals, Hyderabad that the period of swelling in the right side of the neck was wrongly mentioned as being there for 15 months instead of 15 days.

From the evidence adduced before it, the forum noticed that in the case sheets of Care Hospitals, Hyderabad it was clearly mentioned that this was a case of Multiple Swelling on Right Side of neck for the last 15 months gradually progressing with intermittent episodes of fever & chills and also swelling of left side of the neck for one month.

Therefore, from the hospital records it was evident that the deceased life assured obtained the policy by suppression of material information in respect of previous ill health while proposing for insurance.

The second ground of repudiation of the claim by the insurer was the misrepresentation of the occupation of the deceased life assured in the proposal form. In this regard, it was observed that in the Claim Forms as well as in the Care Hospital records, the occupation of the DLA was stated as Housewife in which case the policy would not have been issued by the insurer as per their underwriting norms. .

In view of what has been stated above, this forum held that the insurer produced substantial evidence before this forum to prove suppression of material information by the deceased life assured at the time of the proposal with a fraudulent intention to obtain the insurance coverage.

The complaint was dismissed.

Case No: L-008-1718-0038

Mr.Vineet Sethia

Vs

Bharti Axa Life

Award No: IO/HYD/A/LI/0031/2017-2018

Award Date: 11.08.2017

Death claim:

Mr.Vineet Sethia, complained that the insurer M/s Bharti Axa Life had wrongly repudiated his claim for policy monies under both the policies of his father on grounds of suppression of previous ill health at proposal stage.

On a careful consideration of the documentary evidence adduced , it was revealed that the deceased life assured was diagnosed with Cirrhosis of Liver in 2008 and was hospitalized for treatment of Esophageal Varices.

During the hearing, the complainant argued that the insurer was aware of his father's illness in 2008 as a medical examination was conducted by the insurer on 27.11.2014 before the issue of the policies and he submitted a copy of the full medical report to the forum.

But, on going through medical history in the said report the forum noticed that the insured disclosed that he was a diabetic since 5 years, but suppressed the fact that he was hospitalized for the above said ailments in 2008.

In view of what has been stated above, this forum held that the insurer produced substantial evidence before this forum to prove suppression of material information by the deceased life assured at the time of the proposal with a fraudulent intention to obtain the insurance coverage.

As the repudiation decision of the insurer was in consonance with the policy terms and conditions, the forum opined that the case did not merit any reconsideration.

The complaint was dismissed.

Case No: L-019-1718-0047

Mrs.K.Lakshmi

Vs

HDFC Life

Award No: IO/HYD/A/LI/0032/2017-2018

Award Date: 11.08.2017

Death claim:

Mrs.K.Lakshmi filed a complaint that the respondent insurer M/s.HDFC Life had wrongly repudiated her claim for policy monies following the sudden death of her husband.

Whereas, the insurer argued that the claim had been rightly repudiated as it was proved during their investigation that the policy was obtained by suppression of material information in respect of annual income, occupation and previous insurance, by the insured at the time of submission of the proposal for insurance.

On a careful consideration of the written and oral submissions of both the parties and the documents on record and the evidence adduced, it was noticed that the insurer could not produce any concrete evidence before this forum to prove that the annual income of the insured was less than Rs..200000/- at the time of taking the policy in the year 2015.

During the course of the hearing the complainant informed this forum that her husband was an

agriculturist but not an agricultural labourer. When questioned, the representative of the insurer did not deny that the stated income would be insufficient for issue of policy for a Sum Assured of Rs.300000/-.

In view of the aforesaid reasons the forum felt that the insurer failed to prove conclusively its allegation of suppression of annual income by the insured at the time of proposal.

Therefore the forum held that the repudiation decision of the insurer on grounds of suppression of material information as erroneous.

In result, the complaint was allowed.

Ms Antar Kanwar Vs.LIC OF INDIA
Date of award:28.07.2017 (Death claim)

The complainant's husband Sh Avdhesh Singh Rajawat purchased a policy bearing no. 476465472 from LIC of India for SA of Rs.3 Lakhw.e.f. 08.01.2016. The Life Assured was reported to have died on 08.06.2016 due to accident as his bike slipped on the road and caught fire. The life assured fell down and got burnt and later expired. The complainant had submitted all the relevant papers for settlement of death claim of her husband but the respondent company repudiated the claim due to suppression of material facts. Insurance company submitted that the deceased was admitted in S R Kalla memorial gastro and general hospital, Jaipur from 10.12.2015 to 14.12.2015 and was diagnose of Acute Pancreatitis (ethanol related) as per medical certificate of the said hospital dated 05.01.2016. As per Medical certificate of Shekhawati Hospital & Research Centre, Jaipur dated 25.04.2013, the deceased took treatment of Pancreatitis for 21 days from 18.03.2013 to 07.04.2013. These treatments were taken by the life assured before commencement of the policy, hence the respondent company repudiated all the liabilities under the aforesaid policy on the ground of non-disclosure of material fact.

During personal hearing the complainant submitted that her husband died in an accident and insurance company had repudiated the claim on the ground that the life assured had suffered from AC Pancreatitis before taking the policy. The insurance company reiterated the same contents. It was observed and after examining the case records that death took place due to accident and documents provided, i.e. PMR, FIR and FR proved that the cause of death was accident and there was no nexus between undisclosed disease and cause of accident. In view of the facts, it was awarded with a direction to insurance company to settle death claim with accident benefit.

Ms Arti Gupta Vs.LIC OF INDIA
Date of award: 28.07.2017 (Death claim)

The complainant's husband Sh Suresh Chand Gupta purchased four policies, bearing no. 190808389, 191425342, 193165225 and 195404067 with DOC 22.08.1992, 14.11.1998, 28.02.2011 and 29.12.2005 from LIC of India for SA of Rs.2 Lakh, 3 Lakh, 3 lakh and .10 Lakh respectively. The Life Assured was reported to have died on 26.01.2015 due to murder. The complainant had submitted all the relevant papers for settlement of the death claim of her husband.

The respondent company paid basic sum assured along with bonus in all 4 the policies but denied to pay Double Accident Benefit. The respondent co. in its reply submitted that the deceased was murdered on 26.01.2015 and DAB was not payable in case of death as it was a planned murder and this was not under the category of accident.

During the hearing the complainant admitted that it was a planned murder. From the documents on record particularly the FR, it was clear that it was all intentional murder. As the incident of murder was pre-planned, the insurance company had rightly repudiated the claim as per terms and condition of the policy. The Hon'ble National Consumer Dispute Redressal Commission in case of ChinthareddyVijayamma V/S L I C of India had differentiated the cases where accidental benefit could be paid in case of murder. The court in the said case had observed that if the cause of murder or act of murder was not pre-planned and the same was caused in furtherance of any other felonious act then such murder was an accidental murder. In the present case the murder was a pre-planned murder, hence it could not be treated as an accident. Hence the complainant was dismissed.

Award No. IO/KOC/A/LI/0012/2017-2018

Complaint No. KOC-L-029-1718-0072

Award passed on : 16.06.2017

Mr. Madana Mohanan M.V Vs LIC of India
Repudiation of Accident Benefit Claim

The Complainant's daughter had 3 policies taken from the respondent Insurer. His daughter expired on 24/04/2016 due to 'food choking' at a Restaurant in Thrissur. The death claims were settled by the respondent Insurer without considering Double Accident Benefits by stating that the cause of death does not fall under the purview of the definition of 'accident' as envisaged in the policy conditions. He appealed to the Grievance Cell of the Insurer to review the DAB claim, for which the reply was not satisfactory. Hence, he filed a complaint before this Forum, seeking direction to the Insurer for admission of DAB claim, based on actual facts.

Decision : pay DAB.

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Award No. IO/KOC/A/LI/0011/2017-2018

Complaint No. KOC-L-029-1718-0071

Award passed on : 16.06.2017

Mr. Shaji. C Vs LIC of India
Repudiation of death claim

The Complainant's son had a policy with the respondent Insurer, taken in 10/2014, under which premiums were paid up to 07/2015. His son expired on 05/01/2016 and a death claim was preferred with the Insurer, which has been repudiated by stating that the policy was in a lapsed status, without acquiring any paid-up value, at the time of death of the insured. He appealed to the Grievance Cell of the Insurer for a reconsideration of the claim by taking a lenient view, but in vain. Hence, he made a complaint before this Forum, seeking direction to the Insurer for admission of the claim based on humanitarian grounds.

Decision : dismissed.

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MR. SUMIT CHOWDHURY
VS
LIC OF INDIA (KMDO-11)

COMPLAINT REF: NO: KOL-L-029-1718-0184
AWARD NO: IO / KOL / A / LI / 0195 / 2017-2018
AWARD DATE : 14.06.2017

Brief Facts of the Case :

The complainant had raised his query that after the death claim being settled by the office , then why the accident benefit remained pending for payment . Why the concerned office asked for submission of Post mortem report and police report if AB is not being settled .

Besides the complainant had asked the company to inform him the cause of death if not accidental.

In the SCN submitted by the company , it had been stated that the complainant had been suffering from depression arising out of his profession .and on 25.01.2015,while going upstairs at his home after returning from work , fell down and had head injury on his persons and died in hospital. This happening had been mentioned in the police report enclosed in Post mortem report.

AWARD :

From the submission of both the parties it has been ascertained that the DLA was suffering from Depression . The death was due to falling in the stair case approaching to his flat This is a case of accidental death and the post mortem report suggest the death due to head injury. The insurer is directed to settle the accident benefit payment as per rule.

MRS. ARATI RANI KHANRA
VS
LIC OF INDIA (KHARAGPUR)

COMPLAINT REF: NO: KOL-L-029-1718-0001

AWARD NO: IO / KOL / A / LI / 0194 / 2017-2018

AWARD DATE : 14.06.2017

Brief Facts of the Case :

The mother of the DLA, the nominee of the policies had lodged complaint that though the basic claim of the policies had been paid . The DAB not yet been settled. Further she told that her son was on duty as a “Deck- Crew ”of TS Bhopal ship at Khidirpur and slipped from there and died drowning. Her son was not drunk.

Insurers’ argument : The DLA died due to drowning, the DLA was sleeping on 02.03.2014 inside the ship along with his brother in law. In the early morning the DLA was found missing from the deck and a missing complaint had been lodged. On 05.03.2014 the missing person was seen floating at 12.40. The body was rescued and removed to hospital where it was declared brought dead. The autopsy surgeon opined that the cause of death was due to the effect of ante mortem drowning. The competent authority had rejected the DAB claim as the cause of death by “Accident “ is not properly established from the circumstantial narration of the facts.

AWARD :

The Post Mortem Report stated that the death was due to the effect of ante mortem drowning. The Police Final Report also reflected the same report as of PMR and had also written that no foul play could be detected. From these two reports it is established that the death was an accidental death Hence the Insurer is directed to pay the AB claim as per rule.

MRS. RUPASI SARKAR
V/S
LIC OF INDIA (KSDO)

COMPLAINT REF: NO KOL-L-029-1718-0024
AWARD NO: IO/KOL/A/LI / 0198 /2017-2018
AWARD DATE : 16.06.2017

Brief Facts of the Case :

The complainant had lodged complaint that the death claim of her daughter had been repudiated by Div/ Central office on 08.02.2017. She now prays to hon'ble Ombudsman to consider the payment of death claim.

The Insurer submitted that the DLA was suffering from anaemia, jaundice etc. and exhibited the prescription of Dr S.K. Biswas's dt. 19.04.2013. Besides suppression of these ailments the DLA had misstated her occupation as service in English Medium School with an annual income of Rs.1,20,000/- The Insurer submitted that her occupation was "bidi" worker and income was low to finance the policy of 5 lac SA with yearly premium of Rs 33,280/-.

Award :

The hearing revealed that before effecting the policy the DLA had some ailments but diagnosis was not done. Further it has been observed that the proposal had been filled up by one CM's club member agent who as a primary underwriter furnished wrong information on occupation and income . Therefore the introduction of the proposal of SA 5 lac of a bidi worker suppressing the actual occupation as well as income is itself a bad selection of life done by none less than a CM club's Agent. So, the repudiation of the death claim is not totally justifiable. In the context of the background , the Insurer is directed to make an exgratia payment of 50% of the Sum Assured to the claimant. The complaint is accordingly disposed of.

MRS. INDIRA BANERJEE
V/S
LIC OF INDIA (KMDO-1)

COMPLAINT REF: NO KOL-L-029-1718-0025
AWARD NO: IO/KOL/A/LI / 200 /2017-2018
AWARD DATE : 19.06.2017

Brief Facts of the Case :

The complainant had lodged complaint that the death claim of her husband had been repudiated by Div/ Zonal office on 23.09.2015. The decision of repudiation by the company had not been acceptable to her because the DLA availed sick leave for minor illness and which are difficult to remember always unless the leave taken for any consultation for major illness. So, no false statement given for purchase of policy as was alleged by the insurer.

The Insurer submitted the prescription of Dr PN Sengupta on different dates of January 2013 : 11th ,16th ,17th , 22nd , 28th before effecting the policy on 15.04.2013. The DLA had also taken sick leave from 16.01.17 to 25.01.17 at a stretch from the employer ,L&T. The Doctor had also prescribed for Diabetic diet. The suppression of these material facts was the reason for repudiation.

Award :

The hearing revealed that before effecting the policy the DLA had some ailments and for which he was on regular treatment and also availed continuous sick leave for consulting with the Doctor and was advised to take diabetic diet and was a known patient of Crohn's disease. In view of above, the decision of insurer to repudiate the claim on ground of suppression of material facts is upheld.

MR. SANJIB GHOSH
VS
LIC OF INDIA (KSDO)

COMPLAINT REF: NO: KOL-L-029-1718-0067
AWARD NO: IO / KOL / A / LI / 0203 / 2017-2018
AWARD DATE : 19.06.2017

Brief Facts of the Case

The complainant had lodged complaint that the death claim of his father had been repudiated by the insure on the ground of understatement of age, which he did not accept and disagree to it and In support of his statement the complainant submitted the Ration card of his father and Panchayet certificate to the Company. He had asked the Hon'ble Ombudsman to reconsider the claim.

The Insurer submitted that the Head master of the School had denied issuing this fake certificate on his letter Head. The age as per the Voter card would be 12 years more than what had been stated in the proposal. Further the underwriting decision had been affected due to

gross under statement of age. The DLA had deliberately misstated the age and on the ground of misstatement of age the repudiation action had been taken.

AWARD :

Hearing revealed that the age had been grossly understated and the result of which the underwriting decision had been vitiated, Besides the complainant neither challenged the Head Master's certificate nor had any record to substantiate the age of the DLA. Under the circumstances the decision of repudiation of death claim by the Insurer found justified and therefore upheld. The complainant is accordingly disposed of.

MR.DIPAYAN GUHA
VS
LIC OF INDIA (KMDO-1)

COMPLAINT REF NO: KOL-L-029-1718-0209

AWARD NO: IO / KOL / A / LI / 0289 / 2017-2018

AWARD DATE : 21.07.2017

Brief Facts of the Case

The complainant had lodged complaint that only the premium that was paid was refunded as death claim benefit. The SA was not paid. He claimed for full death benefit. He prayed before the Hon'ble ombudsman for his intervention in getting the full death benefit. He also denied that any med. Examination of his mother was done during effecting the policy and had asked for details of the Medical Examiner.

The company submitted that the DLA was not in good health and was suffering prior to taking the policy and substantiated the sufferings from the report of the hospitals like Tata Medical Centre, Peerless hospitals. The report dated 11.12.13 of TMC. referred to a biopsy from Omentum indicated carcinoma. The event of holecystectomy and appendectomy done were not disclosed also.. The company had refunded the premium paid by the DLA.

AWARD :

Hearing revealed that the DLA had been suffering from disease before effecting the policy which were not disclosed before taking the policy and that were well justified by supporting Medical documents from hospitals. The decision of repudiation and refund of single premium paid is justified and the undersigned finds no reason to move against the decision of the Insurer. The complaint is accordingly closed.

MRS.ASHA DEVI GUPTA
VS
LIC OF INDIA (HOWRAH)

COMPLAINT REF NO : KOL-L-029-1718-0215

AWARD NO: IO / KOL / A / LI / 0292 / 2017-2018

AWARD DATE : 21.07.2017

Brief Facts of the Case :

The complainant had expressed her mind that she had accepted the order of repudiation by the Company offices and respect the order of repudiation and at the same time requested the Hon'ble Ombudsman to pay the Premium they had paid to the company

Insurers' argument: The revival was done by the DLA on 22.12.15 where he declared himself having good health and concealed the fact that he was on treatment at SSKM hospital from 20.12.15 to 26.12.15 that is he was in treatment on the day of revival due to head injury and subsequently expired on 26.12.15. Due to the suppression of facts in DGH the Death claim was repudiated.

AWARD :

Hearing revealed that the complainant revived the Policy on the strength of DGH giving false information about his health . practically he was not in good health instead was in hospital and revived the policy from there. The decision of repudiation by the insurer is justified. Here in this case the policy had been revived on 22.12.2015 . The revival of a policy is treated as fresh contract and the policy is repudiated on 26.09.2016 that is within 3 years of revival the policy was called in question. After amendment of Sec 45 of insurance act 1938 , here the premium collected from date of revival of the policy to the date of repudiation is to be refunded. Accordingly the insurer is directed to make refund of the premium collected from date of revival of the policy to the date of repudiation.

Complaint no PUN-L-013-1718 -0017

Award no IO/PUN/A/LI/0012/2017-2018 dated 28thApril, 2017

Rekha Yamgar vs. DHFL Pramerica Life Insurance co ltd.

Policy no GC000006 Group Credit Life Insurance

The complainant's husband had availed housing loan and a group insurance policy to cover the loan amount .The complainant's husband died within 5 months of taking the policy. The death claim was rejected by the Respondent on the ground of non-disclosure of medical history .The Respondent 's early claim investigations revealed that the deceased life assured was hospitalised prior to the issue of policy and was suffering from seizure disorder and pulmonary embolism and did not provide true and correct information in the proposal form and declaration . The Respondent had refunded the premium to the Master policy holder. The Forum finds that the complaint is devoid of merit and is accordingly dismissed.

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Complaint no PUN-L-009-1718 -0014

Award no IO/PUN/A/LI/0020/2017-2018 dated 26thMay,2017

AjitSathe vs. Birla Sun Life Insurance co ltd.

Policy no 006203011

The complainant's wife was insured for SA ₹ 15 Lakhs, she died and the death claim was rejected by the Respondent on the ground of non- disclosure of medical history. The policy duration was 2 years 8 months and the early claim investigation by the Respondent revealed that the deceased life assured was suffering from Diabetes Mellitus and Hypertension and was a known case of Systemic Lupus Erythematosus. The basic principle of life insurance contract which is 'utmost good faith' is breached by the deceased life assured and hence the benefits under the policy and premiums paid were forfeited by the Respondent. The pre-existence of ailments were proved beyond doubt by the Respondent. The decision of the Respondent needs no intervention by the Forum. However, the complainant averred that one premium was paid after the death of the life assured. The Respondent is directed to refund the same immediately to the complainant.

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Complaint no PUN-L-019-1718 -0128

Award no IO/PUN/A/LI/0039/2017-2018 dated 29thJune, 2017

ShrikantKashidvs. HDFC Std.Life Insurance Co Ltd.

Policy no 18564481

Ms Bharti Kashid, complainant's sister was insured under policy no. 18564481, she died on 30/8/2016.The complainant submitted death claim on 25/11/2016, the death claim was rejected by the Respondent on the ground of non- disclosure of medical history. The fund value payable under the policy was paid to the complainant .The policy duration was one month and 14 days. The Respondent's investigations revealed that the deceased life assured was a known case of Hypertension and Hypothyroidism and cause of death was Acute Leukaemia, Sepsis and Respiratory failure. The Deceased life assured had undergone Hysterectomy and was operated for Adrenal Adenoma. The deceased life assured was duty bound to disclose the information in the proposal form.The pre-existence of ailments were proved beyond doubt by the Respondent. The decision of the Respondent needs no intervention by the Forum. The complaint is not tenable and is dismissed.

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Complaint no PUN-L-029-1718 -0235

Award no IO/PUN/A/LI/0059/2017-2018 dated 31stJuly, 2017

Nandini Sadarang vs. Life Insurance Corporation of India

Policy no 974858785

The complainant's husband was insured under Bima Kiran Plan for sum assured ₹ 2 Lakhs. The policy was revived by paying premiums due for two years on 29/2/2016. The life assured died on 20/4/2016, one month and 21 days after revival. The complainant's claim was rejected on the ground of non-disclosure of past medical history. The Respondent submitted hospital case papers and proved beyond doubt that the deceased life assured had undergone treatment and was operated for liver abscess. As per amended Sec. 45 of the Insurance Act, the revival is a novatio. The Respondent was misled to revive the policy on existing terms by the non-disclosure of previous medical history prior to the date of revival. The deceased life assured had committed a breach of the doctrine of utmost good faith which makes the contract and null and void ab initio. The decision of the Respondent in repudiating the claim under non-disclosure of material facts is fully justified. The complaint is not tenable and is dismissed.

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Complaint no PUN-L-006-1718 -0255

Award no IO/PUN/A/LI/0060/2017-2018 dated 31stJuly, 2017

Sridevi Yellavarthi vs. Bajaj Allianz Life Insurance Co Ltd.

Policy no 0317278167

The complainant's husband was covered under Group Insurance policy and died within one month of taking the policy. The death claim was rejected on the ground of non-disclosure of past medical history. The Respondent submitted discharge summary and case sheets of hospitalisation of the deceased life assured and proved beyond doubt the suppression of material facts. The contract of Insurance is a contract of 'Uberrima fides' and there must be complete good faith, the deceased life assured has misled the underwriter to accept the risk and acquired the policy fraudulently from the Insurer. As per amended Section 45 of the Insurance Act, the decision of the Respondent in repudiating the claim under non-disclosure of material facts is fully justified and needs no intervention by the Forum. The complaint is not tenable and is dismissed.

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Complaint no PUN-L-029-1718 -0166

Award no IO/PUN/A/LI/0063/2017-2018 dated 31stJuly, 2017

Neeti Kalraiya vs. Life Insurance Corporation of India

Policy no 884921331

The complainant's husband was covered under policy no 884921331 for sum assured ₹ 10 Lakhs and died within four months of taking the policy. The claim was rejected due to non-disclosure of medical history. The Respondent's investigations revealed that deceased life assured had undergone CAG in 2009 and was suffering from CKD and these details were not disclosed in the proposal form. The Forum observed that the fact that the deceased life assured was suffering from Hypertension and had undergone cataract surgery was mentioned in the proposal form based on which various medical reports including treadmill test were called for by the respondent and after being satisfied with the medical reports, the proposal was accepted at ordinary rates. Hence the complainant cannot be charged with suppression of material facts. The Respondent is directed to settle the death claim as per the terms and conditions of the policy.

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Complaint no PUN-L-029-1718 -0105
Award no IO/PUN/A/LI/0069/2017-2018 dated 31stJuly,2017
Aruna Sutar Ahire vs. Life Insurance Corporation of India
Policy no 965145164

The complainant's son, the life assured met with an accident and died. Two quarterly premiums were due and were paid on the date of death. The Respondent rejected the death claim as the policy was in lapsed condition. The complainant has claimed that the policy was in force as the premiums were paid ten minutes prior to the time of death mentioned in hospital papers. The life assured was admitted to the hospital in unconscious state and was put on ventilator. The consent to stop medication and ventilator support was given on the date of death i.e. six days after the ventilator support commenced. In view of apparent contradictions in the submitted documents such as Panchnama, hospital papers, post-mortem report the time of death cannot be ascertained. The Forum being a quasi-judicial body does not have the machinery and power to probe / investigate the matter. The Forum, therefore, does not find it necessary to intervene in the Respondent's decision and is inclined to maintain status quo. The complaint is not tenable and is dismissed.

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Complaint no PUN-L-029-1718 -0210
Award no IO/PUN/A/LI/0070/2017-2018 dated 31stJuly ,2017
MohiniRupchandani vs. Life Insurance Corporation of India
Policy no 964845633

The complainant's son, the life assured died when the policy duration was one year and 7 months. The death claim was rejected on the basis of indisputable evidence that the deceased life assured was suffering from primitive Neuro ectodermal tumour prior to the date of commencement of policy. The deceased life assured had not revealed the material facts pertaining to the health and the contract of insurance which is based on the principle of utmost good faith has been vitiated. As per amended section 45 of the Insurance Act, the decision of the respondent in repudiating the claim due to non-disclosure of material facts is fully justified. The complaint is not tenable and is dismissed. However, the Respondent is directed to refund the premiums paid under the policy to the complainant immediately.

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Complaint no PUN-L-029-1718 -0211
Award no IO/PUN/A/LI/0071/2017-2018 dated 31stJuly ,2017
Kishore Rupchandani vs. Life Insurance Corporation of India
Policy no 964858369

The complainant's son, the life assured died when the policy duration was 5 months. The death claim was rejected on the basis of indisputable evidence that the deceased life assured was suffering from primitive Neuro ectodermal tumour prior to the date of commencement of policy. The deceased life assured had not revealed the material facts pertaining to the health and the contract of insurance which is based on the principle of utmost good faith has been vitiated. As per amended section 45 of the Insurance Act, the decision of the respondent in repudiating the claim due to non-disclosure of material facts is fully justified. The complaint is not tenable and is dismissed. However, the Respondent is directed to refund the premiums paid under the policy to the complainant immediately.

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Complaint no PUN-L-041-1718 -0239

Award no IO/PUN/A/LI/0073/2017-2018 dated 31stJuly ,2017

UjwalaJadhavvsSBILife Insurance Co Ltd

Policy no 70000011107

The complainant's husband was covered under group insurance for home loan borrowers of State Bank of India for sum assured ₹ 621035/- from 21/9/2013. He died on 30/4/2015, the risk under group insurance is of diminishing nature as the sum assured tapers down as EMI s are paid . The sum assured as on date of death was ₹ 558283/- The death claim was rejected by the Respondent due to non-disclosure of material facts . The Respondent has proved beyond doubt the deliberate suppression of material facts on the part of the deceased life assured. The Deceased life assured had committed a breach of the doctrine of utmost good faith which makes the contract null and void ab initio. The complaint is not tenable and is dismissed.

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Complaint no PUN-L-029-1718 -0209

Award no IO/PUN/A/LI/0075/2017-2018 dated 22ndAugust ,2017

PrachiKamblevs Life Insurance Corporation of India

Policy no 908967158,908961759

The complainant's brother was insured under two policies for sum assured ₹ 275000/- and ₹ 250000/- and died within two years of the issuance of the policies. The death claim was rejected by the Respondent due to non-disclosure of material facts. The Respondent had proved beyond doubt the non-disclosure of material facts which had a bearing on the decision of the underwriter. The Deceased life assured had committed a breach of the doctrine of utmost good faith which makes the contract null and void ab initio. The decision of the Respondent in repudiating the claim under non-disclosure of material facts is fully justified and needs no intervention by the Forum. The complaint is not tenable and is dismissed.

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Complaint no PUN-L-029-1718 -0283

Award no IO/PUN/A/LI/0097/2017-2018 dated 24th August ,2017

SukhdevTongevs Life Insurance Corporation of India

Policy no 962919469

The complainant's son was insured under JeevanSaral plan and died due to drowning . The death claim was rejected due to non-disclosure of material facts. The policy duration was two years 4 months 8 days. The Respondent proved beyond doubt that the deceased life assured had not disclosed material facts in his proposal form. The Respondent had paid claims under other four policies. As per amended Section 45 of the Insurance Act, a policy of life insurance may be called in question any time within three years from the date of issuance of the policy or the date of commencement of risk or date of revival of the policy whichever is later, on the ground that any statement or suppression of fact material to the expectancy of the life assured was incorrectly made in the proposal on the basis of which the policy was issued or revived.. The decision of the Respondent in repudiating the claim under non-disclosure of material facts is fully justified and needs no intervention by the Forum. The complaint is not tenable and is dismissed.

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Complaint no PUN-L-006-1718 -0301
Award no IO/PUN/A/LI/0104/2017-2018 dated 28th August,2017
Suresh Jadhavvs Bajaj Allianz Life Insurance Co Ltd
Policy no 0324165041

The complainant's wife was insured under Group term Life Policy as she had availed loan from Bajaj Finance co ltd .She died and the death claim was rejected on the ground of non-disclosure of material facts. The policy duration was 362 days and the investigation by the Respondent revealed that the deceased life assured had not disclosed the treatment taken for cancer in her proposal. The cause of death is related to the suppressed material facts and the Respondent has submitted cogent evidences to prove the non-disclosure. However, the Respondent has not invoked the fraudulent intentions of the deceased life assured in acquiring the policy. As per amended section 45, the Respondent is directed to refund the premium paid under the policy to the complainant.

Complaint no PUN-L-019-1718 -0300
Award no IO/PUN/A/LI/0106/2017-2018 dated 28th August, 2017
Anita Patilvs HDFC Std. Life Insurance Co Ltd
Policy no 18864948

The complainant's husband was insured with the Respondent for sum assured ₹ 5 Lakhs. He died due to pulmonary haemorrhage with respiratory failure. The death claim was rejected on the ground of suppression of material facts. The Respondent submitted hospitalisation records of the deceased life assured between the date of proposal and the date of issuance of the policy. It was the duty of the deceased life assured to disclose any adverse changes in his health prior to the acceptance of risk. Failure to abide by the pre-contractual obligation leads to wilful non-disclosure of material facts to mislead the underwriter in assessing the risk. The decision of the Respondent in repudiating the claim under non-disclosure of material facts is fully justified and needs no intervention by the Forum. The complaint is not tenable and is dismissed.

Complaint No: MUM-L-029-1718-0302
Award No: IO/ MUM/A/LI/0044/2017-18
Date of Award : 27.07.2017
Subject: Death claim repudiation.

Complainant: Mrs. Pushpa K. Gupta
Respondent: Life Insurance Corporation of India, M.D.O.-IV.

FACTS OF THE CASE:

Mr. Kishor M. Gupta had taken two policies from LIC OF INDIA, bearing nos. 991660443 and 991660444 both under LIC' Jeevan Saral Plan for death benefit sum assured of Rs. 2,50,000/- each with date of commencement being 28.12.2013. He expired on 04.04.2016. Mrs. Pushpa K. Gupta, his wife and nominee under the policies lodged Death Claims with the Insurance Company. The Insurance Company repudiated the death claims and conveyed to the complainant vide its letter dated 30.07.2016. Hence the complaint was filed before the Forum.

OBSERVATIONS OF THE FORUM:

In the Proposal form dated 26.12.2013 signed by the life assured, the question no.11 and its allied questions were replied in negative and to the advantage of DLA. Further, he replied to the question "What has been your usual state of health?" as "Good" in the proposal form. *The documents*

produced by the Respondent prove beyond doubt that the DLA had suppressed his past medical history at the time of proposal. The DLA was admitted for terminal illness in Kokilaben Dhirubhai Ambani Hospital, Mumbai on 27.03.2016. He was discharged against medical advice on 03.04.2016 and expired on 04.04.2016. The respondent has not produced the copy of Indoor case papers of Kokilaben Dhirubhai Ambani Hospital, but have mentioned in their written statement submitted that as per case papers of Kokilaben Dhirubhai Ambani Hospital DLA was a known case of Diabetes Mellitus since last 3 years. As per Indoor case papers of Nirlon Hospital DLA was a known case of Diabetic Mellitus and claim form B-1(Certificate of Hospital Treatment) filled by Dr. Manish M.Shetty, MD Cardiologist and Diabetologist stated that DLA was suffering from Diabetic Mellitus and Hypertension since July 2012. Dr. Manish M Shetty has issued a certificate dated 22.06.2016 stating that DLA was under his treatment from July 2012 for Diabetic Mellitus and Hypertension and was under his treatment on OPD basis. The medicines prescribed were also mentioned in the said certificate. The complainant has produced another certificate from Dr. Manish M. Shetty dated 3.10.2016, certifying that DLA was suffering from Diabetes since 2014 and he was not suffering from Hypertension which was wrongly mentioned in the earlier certificate dated 22.06.2016. This certificate was obtained after the date of repudiation of the claim. As per the opinion of the Divisional Medical Referee of the Respondent the cause of death probably co-related to the undisclosed ailment. In Insurance contracts where one party alone possesses full knowledge of all the material facts, the law requires him/her to show uberrima fides and must disclose all the material facts known to him/her, otherwise the contract may be rescinded. In the present case, the life assured had given incorrect statements; which mislead the Insurer to issue the policy. Had the life assured disclosed his past illness and other details, it would have certainly affected the Insurer's underwriting decision. Thus, the life assured has denied the Insurer an opportunity of correct assessment of risk. Therefore, the Forum is of the opinion that the decision of the Insurer to repudiate the death claims for full Sum Assured on this ground is fair and justified. For these policies, the date of risk is 30.12.2013 and the date of repudiation letter is 30.07.2016. Therefore Provisions of Section 45 of the Insurance Act, 1938, as amended by Insurance Laws (Amendment) Ordinance dated 26.12.2014 are applicable. However, the Insurance Company has not refunded premiums collected under these policies. Therefore, the Insurance Company is directed to refund the same.

AWARD:

LIC of India is directed to refund premiums paid under policy bearing numbers 991660443 and 991660444 and to inform the payment details. There is no order for any other relief.

Complaint No: MUM-L-036-1718-0535
Award No: IO/ MUM/A/LI/0046/2017-18
Date of Award : 08.08.2017
Subject: Death claim repudiation.

Complainant: Mr. Krushna Kumar Dubey
Respondent: Reliance Nippon Life Insurance Company Limited.

FACTS

OF THE CASE:

Mr. Shalik Ram Dubey had taken a policy from Reliance Life Insurance Company Ltd., bearing no. 18950147 under Reliance Term Plan for sum assured of Rs. 5,00,000/- . The date of commencement of the policy was 18.05.2011 and he revived his lapsed policy on 28.02.2017. He expired on 06.03.2017. Mr. Krushna Kumar Dubey, his son and nominee under the policy lodged Death Claim with the Insurance Company. The Insurance

Company repudiated the death claim and conveyed to the complainant vide its letter dated 18.04.2017. Hence the complaint was filed before the Forum.

OBSERVATIONS OF THE FORUM:

The Life Assured died on 06.03.2017. The Complainant being a nominee under the policy lodged the death claim on 17.04.2017 with the Respondent.

The Respondent rejected the death Claim and intimated to the complainant through a letter dated 18.04.2017. The cause of rejection cited in the said letter was "since the premium due on May 18, 2016 was not paid the policy lapsed. As per the policy condition, if the premium is not paid before the end of grace period, the policy lapses and no benefit, including your claim amount, is payable." The Complainant has produced a copy of the premium collection receipt no WC0030405952 dated 28.02.2017 for Rs. 7520/- issued by the Jaunpur Branch Office of the Respondent Insurance Company. The next renewal date as mentioned in the receipt was 18.05.2017. This was a clear indication to the life assured that his lapsed policy was revived and hence his policy was in full force. The above facts proved beyond doubt that the respondent has revived the lapsed policy by adjusting the unpaid premium for the due date of 18.05.2016 on 28.02.2017 and have changed the status of next renewal date to 18.05.2017. The Respondent has rejected the death claim on the ground that policy was in lapsed condition and informed its decision to the complainant on 18.04.2017. The Complainant represented the case with the copy of the premium receipt and the Respondent upheld their earlier decision and conveyed the same through letters dated 16.05.2017, 03.06.2017, 05.06.2017 and 10.07.2017. The cause of rejection of claim cited by the Respondent is found to be inappropriate and incorrect as the unpaid premium was received and policy got revived on 28.02.2017 which is prior to the date of death of the deceased life assured. The Respondent should have requisitioned the revival requirements prior to the date of issue of premium receipt on revival i.e. 28.02.2017. Hence calling for the additional requirements on 30.03.2017 has no significance as it goes beyond the revival date. The Respondent has not justified the cause of repudiation of the death claim nor could they justify with evidence the alleged nonpayment of premium due on 18.05.2016 by the life assured. Therefore, the Forum is of the opinion that the decision of the Insurer to repudiate the death claim for full Sum Assured on this ground is unfair and unjustified. The Respondent thereby failed to perform the contractual obligations and thus breached the contract. The complaint has merit and therefore deserves relief from the Forum.

AWARD:

The Forum directs the Respondent to pay to the nominee full sum assured of Rs.5,00,000/- under policy no.18950147 after adjusting the amount of premium refunded.

(a) Case of Sh. Sulekh Chand Vs Reliance Nippon Life Insurance Company Limited.

(Hearing dated: 28.06.2017)

It is a complaint filed by Sh. Sulekh Chand against repudiation of death claim on his son by Reliance Nippon Life Insurance Company for sum assured of Rs. 8 lakhs. The Complainant stated that his son expired on 23.9.2016 after a period of 3 months from the issue of policy. He stated that his son had not suppressed any material facts in the proposal form and was neither ill at the time of proposal. The Insurance Company investigated the claim as the same was early death claim and it was found that the life assured had actually died on 23.6.2016 i.e. after a period of 9 days from the issue of policy and not on 23.9.2016. Hearing in the said case was held on 28.6.2017. The insurer in their support submitted the hospital record of Government Doon Medical College Dehradun wherein it was clearly mentioned that the date of death was 23.6.2016 instead of 23.9.2016 as per certificate given by the complainant. Also the life assured was suffering from chronic renal disease prior to proposal date since 2-3 years and was on treatment for the same. The Complainant was shown the copy of medical report which he could not refute. The repudiation of the claim by the Insurance Company, therefore, appears valid.

(b) Case of Smt. Uma Aggarwal Vs Reliance Nippon Life Insurance Company Limited

(Hearing dated: 31.05.2017)

It is a complaint filed by Smt. Uma Aggarwal against repudiation of death claim on life of her late husband by Reliance Nippon Life Insurance Company. The Complainant stated that her late husband expired on 12.4.2016 after a period of 15 months from the issue of policy. He stated that her husband had not suppressed any material facts in the proposal form and was neither ill at the time of proposal. The Insurance Company investigated the claim as the same was early death claim and it was found that the life assured had died on 12.4.2016 and was already suffering from tuberculosis since 2013 and was on treatment for the same prior to the proposal. Hearing in the said case was held on 31.05.2017. The insurer in their support submitted the hospital record of life assured wherein it was revealed that he had consulted a physician in May 2012 with complaints of generalized body aches since July 2011, low grade fever since 1 month, extreme weakness and decreased appetite, when he was advised to undergo various diagnostic tests including CRP & X Ray Chest PA. The deceased life assured had not disclosed these material facts to the Insurer at the time of proposal. Even in the proposal form in response to queries regarding health, all the questions were replied in negative. The deceased life assured had also not mentioned the surgery of gall bladder even though there was specific query relating to surgery in the proposal form. The repudiation of the claim by the Insurer Company, therefore, appears valid.

(c) Case of Sh. Rishipal Singh Vs Bharti Axa Life Insurance Company Limited.

(Hearing dated: 10.07.2017)

This complaint is filed by Sh. Rishipal Singh against Bharti Axa Life Insurance Company relating to rejection of death claim on the life of his wife Late Smt. Parvesh Kumari by Bharti Axa Life Insurance Company under 2 policies. The complainant stated that his wife expired on 14-08-2016 due to chest pain within 5 months of issuance of policies. The insurance company investigated the claim as it was early claim and rejected the claim on the ground that the deceased life assured had already died prior to taking the policy. Hearing in the said case was held on 10-07-2017. The investigation report of the insurer does not support the ground of the rejection of claim by the insurer. At the time of hearing the insurer stated that similar claim of same person was repudiated by HDFC on same ground but could not produce any evidence of ground of repudiation. The insurer sought one week time to bring documentary evidence. But later on vide their mail informed that they did not have any further evidence to support rejection of death claim. Since insurer were unable to produce any evidence in support of their allegation that the deceased life assured had already expired prior to taking the policy, it is not correct to reject death claim on frivolous grounds. Hence the insurer company is directed to make admissible death claim payment of Rs.4,20,000/- along with interest @6% one month from the date of filing the claim till the date of payment in favour of the complainant.

(d) CASE OF SHRI RIFAQAT ALI V/S LIFE INSURANCE CORPORATION OF INDIA

(Hearing dated: 08.06.2017)

This is a complaint filed by Shri Rifaqat Ali against the decision of Life Insurance Corporation of India relating to rejection of death claim by LIC of India. The claimant stated that Lt. Smt. Mushada, his wife expired on 1.10.2014 due to snake bite and the LIC had rejected his claim on the ground of concealment of material facts relating to educational qualification by the deceased life assured. The Insurance Company submitted that the insured allegedly expired due to snake bite on 1.10.2014, which was rejected by them mainly for two reasons: (i) Two death certificates were submitted by the complainant, in which two different reasons of death were mentioned in the death certificate dated 10.10.2014 the reason of death was mentioned as sudden health deterioration and in the certificate issued on 9.3.2015, the reason was mentioned as snake bite. In support of his claim the complainant had submitted Panchnama issued by village pradhan showing reason of death as snake bite on **30.10.2014** and death on **1.11.2014**. The deceased was 3 months pregnant, hence, she was not insurable for policy no. 243068095 taken on 13.9.2014 for 3 lakhs, 18 days before her death. The policies were taken from three different agents intentionally. The educational qualification mentioned in first policy no. 243065320 was primary, which falls under female category III and maximum insurance allowed to a category III lady was Rs 2 lakhs only in total and the policy was issued with clause 4B, which states: " If death of female life assured occurred as a result of intentional self injury, suicide or attempted suicide, insanity, accident other than accident in public place or murder at any time on or after the risk has commenced but before the expiry of 3 years, death claim liability will be limited to the sum equal to the total amount of premium excluding extra premium paid under this policy without any interest. If life assured commits suicide within 1 year of policy is accepted with this clause, then nothing is payable." In rest of three cases the educational qualification was mentioned as 10th pass with income of Rs. 160000/- to 400000/- for the purpose of procuring insurance. The life assured was having primary education in December 2013 but passed 10th in Jan 2014. It is clear that the insurance contract was based on incorrect information as well as concealment of material facts with the ulterior motive of reaping undue benefit of insurance. During the hearing the complainant failed to defend his case and explain the two death certificates with different dates of death. The Insurance Company have thus rightly repudiated the claim and there is no need to interfere with the decision of the insurance company.

(e) CASE OF SH. NITIN KUMAR V/S LIC OF INDIA

(Hearing dated: 10.07.2017)

This is a complaint filed by Shri Nitin Kumar against the decision of Life Insurance Corporation of India relating to rejection of death claim of his wife on the ground that the complainant had killed his wife. The complainant stated that his wife Late Smt. Rakhee died on 4.2.2016 due to brain hemorrhage. The Insurance Company stated that the insured expired due to brain hemorrhage on 4.2.2016 and during claim investigation it was found that the deceased life assured was killed by the complainant as per the statements given by neighbors and the mother of the deceased Smt Saroj mentioned in her statement that she had talked to her daughter on 4.2.2016 in the morning and she was all right, but was reported to have suddenly died at 2 p.m. Her son-in-law had killed her daughter and was now claiming insurance money. The insurer had also found it strange that the newly married girl had started the business of milk selling immediately after marriage as indicated in the proposal form. There is not a whiff of evidence in the form of police complaint, FIR, Post mortem report to suggest any criminal conspiracy or criminal act by the complainant. It is rather difficult to believe that heinous crime like murder in a small village will remain undetected from the police authorities and the serial offender would continue to commit crime with impunity. No doubt, the time lag between insurance and death of the insured creates some doubt, but such doubts have to be backed by some evidence which is missing in the present case. Under the circumstances the repudiation of claim by the insurance company merely on the basis of presumption and suspicion is not found correct and valid.