

**LIFE INSURANCE---AWARDS---LIFE INSURANCE ---DEATH CLAIM
1-10-2014 TO 31.3.2015**

AHMEDABAD

Death Claim

Complainant – Shri Rajnikant C Shah

Vs

**Respondent – Future Generali India Life Insurance Co.Ltd
Complaint No. AHD-L-17-1415-145**

**Date of Award: 23.02.2015
Policy No.: 00846836**

The Forum took on record the complaint dated 20.05.2014 against Repudiation of Death Claim and the SCN dated 21.08.2014 of the Respondent. The Complainant stated that his son was an Estate broker. His son felt uneasy on 24th April, 2013 and died on 25th April, 2013 of heart attack. He stated that his son had got a head injury 7 years back which was informed to the Agent at the time of proposal. Since the proposal form desired information on 'any hospitalization within 5 years' and as no hospitalization was there within 5 years the same was not mentioned in the proposal form. The questionnaire in the proposal form stated whether the proposer had undergone any treatment in the last 5 years? Here the Injury sustained was 7 years old and hence at the time of proposal, though informed by the Complainant to the agent, the same was not mentioned in the proposal. During the hearing the Complainant had produced certificates of treatment taken by the DLA at V.S. Hospital on OPD basis in June,2011 and July,2011 prior to taking the policy. The certificate stated c/o chest pain, history of convulsions and was advised for ECG. He was also prescribed T. Sorbitrate, T Ceruvin, T. Attorac, T. Dispirin for treatment of heart ailment. It was the duty of the D.L.A. to disclose in the proposal form, The Respondent's decision to settle the fund value of Rs. 43,884/- is in order. Taking into account the facts and circumstances of the case, the complaint is hereby dismissed.

AWARD

**In view of the facts and circumstances, the decision of the
Respondent needs no interference.**
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Case No.AHD-L-029-1415-0147

Mr. Jignesh Shah V/s LIC of India

Award dated 2nd March, 2015

Repudiation of Death Claim

The Complainant's Sister took the subject two Life Insurance Policies for S.A of Rs. 2,00,000 & 3,00,000 with date of commencement as 20.11.2011 & 15.12.2011 respectively from LIC of India. She expired on 13/01/2012, due to Ovarian Mass+ Macinous Cystadenoma Ruptures & Circulatory Collapse following Cardio-respiratory Arrest. The Claim was repudiated on the ground of Suppression of material facts. The Complainant submitted that DLA had never been to hospital nor consulted any doctor for any treatment. She had never availed sick leave from her Office. Kotak Mahindra Life Ins. Co. had settled the death claim in the Insurance Policy with them. The Complainant further submitted that his Sister never had severe anemia & taken treatment for the same as alleged by the Insurer.

In the subject policies, the agent who had canvassed the policies & the nominee are one & the same. The deceased life assured died a spinster. She had lived with her mother & brother (the agent nominee). The disease with which she had suffered was of such a magnitude & severity that the family members especially her agent brother & mother would have had the knowledge of the sickness. With the given background, it is beyond anyone's belief that the deceased life assured had never undergone any medical treatment during her life. Even if it is accepted that she had not taken any medical treatment, she would definitely have had known her health conditions. She should have mentioned the same to the medical examiner of the Insurer. Having not disclosed this fact, it amounts to suppression of material fact.

All above facts proves that there was suppression & misrepresentation by deceased life assured, Agent & P.D.O about her health, physical measurements & income which leads to a conclusion that there was malafied intention while taking both the above subject policies with the Respondent. The Complainant being the Agent & Nominee under both the above policies & the agent being a primary underwriter was suppose to

play his role fairly in disclosing all material facts that could have helped the Respondent in accepting the risk prudently. The Insurer is correct in repudiating the claim. The decision of the Insurer needs no intervention. The Complaint has no merits. The Insurer is advised to take necessary action against the agent & the Development Officer.
The Complaint was dismissed.

Complaint No :- AHD L-29-1314-160

Complainant:-Smt. Lilawatiben M. Bhatia V/S L.I.C. of India.

Death claim repudiated by the Respondent due to non-disclosure of material facts regarding his health & habit in the proposal as DLA was suffering with cancer & he was habitual of chewing Gutka since last 20 years prior to the date of commencement of the policy.

The Respondent has failed to establish their reason for repudiation viz. suppression of material facts on consumption of tobacco and alcohol with independent evidence.

Award: - Claim admitted for Rs. one lakh on ex-gratia basis.

Case No.AHD-L-021-1415-0161

Mr. Jignesh Shah V/s ICICI Prudential Life Ins. Co. Ltd.

Award dated 24th February, 2015

Repudiation of Death Claim

The Complainant's Spouse Smt. Damyantiben has purchased the subject Policy on 05/03/2013. She expired on 23/07/2013 due to Cardio Respiratory Arrest & Hypoglycemic Coma. The Company had repudiated the Claim on the ground of Suppression of material facts. The Complainant submitted that the Agent had approached him & stated that he was running short of business. As the Complainant also wanted an insurance policy, the agent had just collected the premium. He had neither asked questions related to the proponent's health nor the signature of the proponent was taken on the Proposal Form. Subsequently, the Company had asked for last 5 years medical papers of DLA, which were provided by

him. He stated that if at all he had any ill intention he would not have parted with the records. The DLA was suffering from Rheumatic Arthritis & Syatemic Lupus Erythematosus (SLE) since May, 2010. The Complainant's argument was that had the previous medical history been asked by the Agent they would have given that, there was no point in not disclosing.

The contention of the Complainant that they had not signed Proposal Form was not acceptable as they had given written consent to the Respondent for E-proposal giving declaration on health related issues as well. The Respondent had sent a copy of the proposal form along with the said declaration to the Complainant. The Complainant was expected to have gone through the contents of the proposal form & the discrepancies on health related questions should have been brought to the notice of the Respondent.

As per the discharge summary, the deceased life assured was admitted in Smt. R.B.Shah Mahavir Superspeciality Hospital, Surat on 14.05.2010. Provisional diagnosis was weight loss. The final diagnose was SLE. Had the above particulars been disclosed by the deceased the terms of acceptance could have been different and the Respondent might not have issued the policy to the deceased.

The Contract of Insurance, including Contracts of Life Insurance are Contracts of "Uberrima fides", i.e, utmost good faith and every fact of material must be disclosed, otherwise, there is good ground for rescission of the Contract. The duty to disclose material facts has been violated by the Insured while proposing for Insurance.

When any 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. It is not for the Proposer to determine whether the information sought for is material or not for the purpose of the Policy. In a Contract of Insurance, any fact which would influence the mind of a prudent insurer in deciding whether to accept or not to accept the risk is a "Material fact".

Thus, the DLA in this case was guilty of knowingly withholding correct information about the status of her health. Hence, the Insurer was within its rights to repudiate the Insurance Claim of his Nominee subsequent to her death.

The Complaint was dismissed.

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In the matter of

Complainant – Smt Parvatiben M Shrimali

Vs

Respondent - Life Insurance Corporation of India

Complaint No. AHD-L-29-1415-162

Date of Award: 23.02.2015

Policy No.: 00846836

The Forum took on record the complaint dated 12.06.2014 against Repudiation of Death Claim and the SCN dated 09.07.2014 of the Respondent. The Complainant appeared and deposed that her husband was not diabetic at the time of taking the policy. Diabetes was detected just before few months before his admission to the hospital. On pointing out that as per hospital papers her husband was a smoker for the last 20 years, she clarified that her husband never smoked cigarettes or bidis. She pleaded to the Forum to consider her request for settlement of the claim.

The Representative of the Respondent stated that the DLA had purchased the policy on 15.06.2012 and the death had taken place on 15.06.2013. The death was within 1 year from the date of commencement of the policy. She stated that treatment papers dated 18.05.2013 from the Gujarat Cancer and Research Institute (M.P.Shah Cancer Hospital) showed that DLA was suffering from Diabetes since 1 year and had the habit of smoking bidis for the past 20 years. Based on oral submissions of the parties, read along with documents on record it is seen that the DLA (Deceased Life Assured) expired on 15.06.2013 due to stomach cancer. The repudiation letter dated 23.10.2013 speaks about the proof for the DLA suffering from Diabetes before the date of proposal and addicted to smoking for last 20 years. However, there was no proof /supporting papers like medical treatment, medicines taken prescription/ admission/discharge from hospital. The cause of death of the DLA was cancer of stomach, and there is no proof that the DLA was suffering from cancer prior to taking the policy. He had in his proposal form stated that he had taken this policy for investment purpose. The DLA had died of Cancer of Stomach and its complications started only 1-2 months prior to his death. Here non disclosure of diabetes and smoking had no nexus with the cancer of Stomach and would not have impacted the assessment of risk if the same would have been disclosed. In absence of any proof that the DLA

was suffering from cancer of the stomach prior to taking the policy, the repudiation of the claim is incorrect.

In view of the facts and circumstances, the Complainant is thus entitled for relief.

AWARD

In view of the facts and circumstances, the Respondent is hereby directed to settle the claim as per rules.

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Case No.AHD-L-029-1314-0262

Mrs. Ushaben M Patel V/s LIC of India

Award dated 30th September,2014

Repudiation of Death Claim

Complainant's Husband took LIC's policy & expired due to Acute LVF. The claim was repudiated by the Respondent on the ground of suppression of material facts.

On scrutiny of documents of both the parties, the Forum observed that the deceased life assured was k/c/o of HTN, IHD & Hypothyroidism since last 4 years & he was under treatment. The date of admission in Hospital 23.08.2012 & date of proposal 14.12.2009.

In the result complaint was dismissed.

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CASE No. AHD/L/06/1314/275

Smt Ranjanaba P Jadeja

Vs

Respondent - Bajaj Allianz Life Insurance Company Ltd

Award Dated 01.10.2014 Policy No. 0245102306

Smt Ranjanaba P Jadeja, nominee under the policy, preferred a claim for Rs. 9 lacs for the policy moneys with the Insurer for the policy taken by her husband, Late Shri Pruthvirajsingh. The commencement of the policy was 28.12.2011 under Yearly mode with a basic plan premium of Rs.47792.16 premium paying term for 2 years. The Life Assured died on 25.12.2012 due to Cardiac respiratory arrest within a period of 11 months and 25 days from the date of commencement of the policy.

The insurer had repudiated the claim on the basis of non disclosure of diagnosis/treatment taken for cerebrovascular accident in 2010. The contention of the complainant was that at the time of taking the policy in 2011, her husband had no disease and in the month of October, 2012 just before the death of her husband they had gone on tour to Singapore and Malaysia.

No proof of enquiry for cerebrovascular accident has been furnished by the Insurance Company.

In the Sterling hospital papers it is mentioned as case of old CVA but specific date of CVA is not mentioned. In the month of October, 2012 some tests were taken in respect of abdomen of the DLA. The Deceased Life Assured was not having any hypertension or diabetes. The complainant was aware of the CVA which was informed at the time of the admission to the hospital for treatment, but no other proof was given by the Complainant for the duration of the illness in their submissions at the hearing proceedings.

In view of the facts and circumstances, the Insurance Company was directed to pay an Ex-gratia amount of Rs. Three Lakhs (Rs. 3,00,000 lacs).

Case No.AHD-L-029-1314-0285

Sri Bhikhabhai S Patel V/s LIC of India

Award dated 1st October, 2014

Repudiation of Death Claim

Complainant's Son took LIC's policy & expired due to neck cancer. The claim was repudiated by the Respondent on the ground of suppression of material facts.

On scrutiny of documents of both the parties, the Forum observed that the deceased life assured was suffering from high grade fever & loss of hearing 100% deafness since last 20 years & was on anti-depression treatment for 1 year. As the proposal form was not sent along with Policy & Medical Examiner had not mentioned any adverse in his report.

In the result ex gratia amount of Rs. 35,000 was granted.

Case No.AHD-L-021-1314-0293

Sri Rajnikant C Shah V/s ICICI Prudential Life Ins. Co.

Award dated 22nd November, 2014

Repudiation of Death Claim

Complainant's Son took LIC's policy & expired due to cardio respiratory arrest following myocardial infarction. The claim was repudiated by the Respondent on the ground of suppression of material facts.

On scrutiny of documents of both the parties, the Forum observed that the deceased life assured was suffering from Chest Pain & Electrocardiography shows changes & was under treatment for the same since June, 2011. The above mentioned medical history is prior to the Policy issuance. L.A replied negative to Proposal Form Question No. 5(f) (c) regarding personal medical history. Had correct medical history been disclosed in the proposal for insurance, the Company would have declined the Proposal upfront & the Policy would not have been issued.

As the proposal form was not sent along with Policy In the result ex gratia amount of Rs. 30,000 was granted.

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**In the matter of
Complaint No. AHD-L-29-1314-351
Complainant – Shri Hirenbhai J Desai
Vs
Respondent - LIC OF INDIA**

Date of Award: 09.01.2015

Policy No.: 864250899/864250138/860515005/864138924/ 860337596

Dr. Hiren J Desai, (here-in-after called the Complainant) is the widower of Late Smt Leena H Desai , Deceased Life Assured (hereinafter called DLA).The DLA had taken Five policies bearing Nos. 864250899, 864250138, 860515005, 864138924 and 860337596 for Sum Assured of Rs. 4 lacs, Rs.10 lacs, Rs.1 lac, Rs.1 lac & Rs. 1 lac respectively.The Life Assured expired on 26.05.20 during Kailash Parikarma, at DOLMALA Pass – Kailash Parikrama Marg, Near Darchen, China.When a claim was preferred by the Complainant, as nominee under the policies, the basic claim was admitted by the Respondent and the accident benefit claims under the policies were rejected

Based on oral submissions of the parties, read along with documents on record the findings as per the death certificate issued by Officials of China, the cause of death is 'High Altitude Pulmonary Edema' and 'Respiratory Failure'. At such high altitudes at Dolmala pass the atmospheric pressure and supply of oxygen are low. The adverse atmospheric condition must have made the DLA to feel uneasy and breathless leading her to lose her balance and slip from the horse. The condition under which the DLA fell from the horse is immaterial. It is the injury, if she had sustained due to the fall is material. The fall from the horse, to attract the D.A.B. clause of the policy should have caused bodily injury. However, the certificate of death produced by the Complainant of death is high altitude pulmonary edema and respiratory failure. The certificate did not mention that the cause of death was triggered by the fall from the horse nor the evidences by way of CDs produced by the Complainant and the Respondent to this Forum.

In view of the facts, decision of the Respondent to repudiate the accident benefit under the Five policies needs no intervention.

AWARD

In the facts and circumstances, the complaint is thus dismissed.
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Case No.AHD-L-029-1314-0354

Sri Arvindbhai R Patel V/s LIC of India

Award dated 11th December, 2014

Repudiation of Death Claim

The Complainant had submitted that his spouse Late Kokilaben Patel had taken the subject policies from the Respondent on 28.11.2009 and 15.02.2010. She died on 02.12.2011 due to Heart Attack. The death claim was repudiated by the Respondent, vide letter dated 02.03.2012, alleging suppression of material facts. The Complainant had stated that his deceased Spouse had not made any suppression of material facts from the Respondent Insurer. The deceased filled the proposal forms under the instruction and guidance of the Agent of the Respondent. The Respondent/Agent had not asked for medical examination of the DLA at the time of proposal. The leave on medical ground were taken by the deceased for sickness like fever, malaria, etc. which were not the cause of the death. The Complainant further stated that deceased had never suffered from any heart ailment during her life.

The Respondent in their SCN, dated 25.01.2014, had stated that the Complainant, in reply to Question No. 12 namely Personal History, had suppressed the fact that she was a patient of Allergic Bronchitis and gave false answers. She had taken treatment for the same along with Pneumonitis from 16/03/2008 to 22/03/2008, in Sanjivani Hospital. As per her personal health history, reported by the DLA herself, to her doctor, at the time of treatment and as noted by the doctor in her medical case paper she had suffered from Allergic Bronchitis for the past two years. As per certificate, dated 21.11.2009, of treatment by Dr. Raj Amin, he had treated the deceased life assured from 16.11.2009 to 20.11.2009 for Viral Bronchitis. He had also treated her number of times earlier for Typhoid, Malaria, Bronchitis & Allergic Bronchitis. As per the Hospital treatment Certificate of Mehta Hospital, the DLA was admitted there from 05/12/2009 to 07/12/2009 for lower respiratory tract infection (LRT). As per certified leave record provided by her Employer, she had availed Medical Leave number of times prior to the date of her proposal for insurance. The non-disclosure of her sickness (medical history) had affected the risk assessment process. The suppressed particulars were material facts for the underwriting process & the said suppression snapped the utmost good faith which formed the corner stone of the Contract for Insurance. Hence, the Respondent asserted that they had correctly repudiated the Claims under the subject Policies. However, Bid Value of units Rs.31,066/- payable under Policy No. 834811199 after repudiation of the death claim had not been accepted by the Complainant.

The DLA in this case was guilty of knowingly withholding correct information about the status of her health.

The Complaint failed to succeed.

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Case No. AHD-L-021-1415-0361

Mr. Hemantkumar N. Patel Vs. I.C.I.C.I Life Insurance

Award dated 27TH JANUARY, 2015

Repudiation of death claim

The Complainant had stated that his father died on 06.10.2013. He had lodged a claim with the Respondent and submitted required documents for settlement of the claim. The Complainant had submitted in his complaint letter that the investigator appointed by the Respondent had demanded bribe, which was not given by him, and this matter was conveyed to ICICI Manager Halol. The Complainant had submitted that the Respondent had repudiated his claim vide letter dated 06.02.2014, with a reason that his father had not disclosed correct facts regarding his health at the time of taking the policy.

The respondent submitted that D.L.A, late Shri Narshinhbhai Patel had given false replies to the question regarding his health details in the proposal form. If he had disclosed the same facts, they would not have considered his proposal and issued the policy.

As per the Investigation, the Complainant's father was admitted in Tapan Hospital Ahmedabad for the treatment of Carcinoma of left central alveolus on 20.11.2012 and discharged on 30.11.2012. Subsequently, he was treated in The Gujarat Cancer and Research institute, Ahmedabad with chemotherapy and radiation therapy during 18.12.2012 to 06.03.2013. As the treatment dates were prior to the date of commencement of the policy, the death claim was repudiated for suppression of material fact.

The Complainant had not carried out the postmortem as advised by their doctor Sunil Shah to confirm the exact cause of death.

However, the Respondent had provided evidences showing that the insured had taken treatment for cancer before he had purchased the policy.

The complaint was dismissed.

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Case No.AHD-L-029-1415-0364

Mrs. Bhavnaben B Kakde V/s LIC of India

Award dated 26th February, 2015

Repudiation of Death Claim

The Complainant 's spouse Late Sri Bharat Kakde, who was Post Master in Post Office, took life insurance policy from LIC on 10.06.2009 for Rs.1,00,000. He expired due to heart attack on 02.02.2012. Her claim was repudiated by the Respondent stating non-disclosure of sick leave in the proposal form that her spouse took before purchasing the subject policy. The reason mentioned in the sick leave note was chest pain. The Complainant submitted that her spouse had availed sick leave as they were shifting their house & that their Son was appearing for tenth std. exam at that time. She further stated that it was during the year end closing & her husband was not getting any other leave so her husband had to avail sick leave with the reason chest pain. The certificate given by the Doctor of Postal Dispensary also opined that the chest pain could have been due to Acid Peptic or any other reason. He was not under the treatment nor had any health problem till he breathed his last.

The Respondent's representative admitted that they could not obtain any medical proofs which confirmed that the DLA was under regular treatment for chest pain or heart ailment, prior to inception of the policy.

The Inquiry Report of the LIC Official also confirmed about the genuineness of the claim & recommended admission of the same.

The Employer's Certificate confirmed that the DLA had attended the Office till 01.02.2012, one day prior to his death. This clearly confirms that he was not hospitalized since long. The reason was heart attack which was sudden. The last medical leave taken by the DLA was for 3 days from 23.09.2010 to 25.09.2010 for Conjunctivitis.

The policy had run for 2 years, 7 months & 22 days. The Respondent's representative agreed that Section 45 of the Insurance Act, 1938 was in favour of the Complainant. To a question on Section 45 i.e when it was in favour of the Complainant why was it not dealt with accordingly. She replied it was the decision of their Zonal Review Committee. She was told that having received the notice from the Forum she should have re-examined the case & brought out the overlooked aspect on Section 45 to the Zonal Review Committee. She said she was not aware on the re-review aspect. The Insurer should establish & prove that the Insured had

suppressed material facts & committed fraud on the Insurer. In the subject claim the suppression of material fact & fraudulent intention of the Insured was not proved. The Representative was told that Insured purchases the policies with trust on the Insurers. The Insurer needs to be more sensitive towards their Insured.

The Forum directed the Respondent to make the death claim payment to the Complainant with 2% interest over the bank prime lending rate from the date of claim to the date of payment.

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Complaint No :- AHD L-21-1415-365

Complainant:-Smt. Vasantiben Patel V/S ICICI Prud. Life Insurance Co. Ltd.

The Life Assured was expired within 10 days after taking the policy. Death claim repudiated by the Respondent due to suppression of material facts as DLA had undergone angiography on 01.01.1999 & had Ischemic Heart Disease, HTN since 12 years prior to the date of commencement of the policy. The Respondent had produced Investigation reports, Angiography reports & hospitalization papers.

Award: - Dismissed

Complaint No. AHD-L-29-1314-0418

Complainant: Smt. Binduben A. Shah V/S LIC of India
Insurance company has rejected Death Claim on the ground of non disclosure of material facts regarding his health it was established that the Life Assured was suffering from diabetes & HTN prior to the policy issuance and was under treatment which was not disclosed in the proposal form.

The Respondent had produced; Hospital papers and other investigation papers which mention date prior to the proposal and policy issuance date.

Award: - Dismissed

In the matter of
Complainant – Smt Valmaben Chaudhary

Vs

Respondent - Life Insurance Corporation of India
Complaint No. AHD-L-29-1415-424
Date of Award: 23.02.2015
Policy No.: 855434569

The Complainant stated that her husband had taken the policy from LIC. On the unexpected death of her husband she had filed a claim with LIC. The Insurer had repudiated her claim. She said her husband was hospitalized only for a month before his death. He was not having any disease at the time of taking the policy. The Representative of the Respondent stated that the DLA had purchased the policy on 22.09.2012 and expired on 14.05.2013. Dr. Dipak Rajyaguru (Urology), Mehsana in his consultation paper 22.04.2012 (corrected to 2013) had mentioned that the DLA was treated for renal cell. Based on this paper the claim was repudiated reasoning that the said treatment taken was prior to the date of commencement of the policy. Based on oral submissions of the parties, read along with documents on record it is seen that the Respondent had repudiated the claim based on a single sheet of consultation done on 22.04.2012 i.e. a photocopy of the consultation paper without any authentication. It was observed that the DLA had consulted two doctors namely, Dr. Dipak Rajyaguru, Urologist on 25.03.2013 & Dr. Mukesh M Chaudhari on 22.04.2013. He was admitted at Rajyaguru hospital on 17.04.2013 and discharged on 22.04.2013 with a complaint of retention of urine for the past 3 days. On the day of discharge on 22.04.2013, Dr. Rajyaguru had explained to his relatives about the kidney functioning, prevention of kidney problem, the Insured's left kidney being found small, increase in serum creatinine, and dialysis if required. The doctor had referred the DLA to the Nephrologist, Dr. M.M. Chaudhary as his condition had worsened. There are pathological reports from Feb, 2013 onwards. The Insured was admitted to Dr. M.M Chaudhary on the same day of discharge from Dr. Rajyaguru's hospital on 22.04.2013. The Insured was discharged on 01.05.2013 with conditions like semi conscious, poor response to pain and discharged on request. The DLA expired on 14.05.2013

From the chain of events it can be observed that the DLA was discharged on 22.04.2013 and on this date i.e. 22.04.2013 the relatives of the DLA were explained about the condition of the DLA as in the consultation sheet dated 22.04.2012 (corrected as 22.04.2013). The Respondent had vested their decision on this single sheet of document dated 22.04.2012 which is actually 22.04.2013. The Forum observed that 22.04.2012 was a Sunday. The Forum had called the Rajyaguru hospital and made enquiries and found that the hospital did not have a practice to admit the patients on Sundays. This proved that the Doctor was not consulted on 22.04.2012.. Further, to strengthen this fact, the Forum found that all other medical papers like pathological tests, date of admission and

date of discharge from one doctor to another doctor to be in sync. Therefore, the Forum is inclined to admit the complaint.

AWARD

In view of the facts and circumstances, the Respondent is hereby directed to pay the Sum Assured with accrued bonus

Complaint No. AHD-L-29-1314-0439

Complainant: Smt. Teena J. Pathan V/S LIC of India Insurance company has rejected Death Claim on the ground of non disclosure of material facts regarding his health in DGH at the time of policy revival. The Respondent was unable to produce any treatment paper which shows that DLA had taken any treatment before the date of revival.

Award: - Complaint allowed for full S.A.

In the matter of
Complainant – Smt Mohini K Samiyani
Vs
Respondent - LIC OF INDIA

Complaint No. AHD-L-29-1314-440

Date of Award: 09.01.2015

Policy No.: 811379171, 813174501 and 813174502

The Forum took on record the complaint dated 16.01.2014 of the Complainant for non settlement of Accident benefit under three policies and the SCN dated 07.05.2014 of the Respondent. The Complainant appeared and deposed that her son aged 30 years slipped from a motorbike and hit a stone lying on the ground. He died due to head injury on 11.11.2012. She stated that her son was having a learning license but had never taken a permanent license and was driving motorbike since long.

The representative of the Respondent appeared and deposed that the DAB claim was repudiated on the basis of terms and conditions of the policy. He said that the DLA had breached the law as the DLA had driven the vehicle without driving licence. The Complainant had given a request in writing to the Respondent to waive the license aspect, as the DLA had not applied for the driving license to RTO. The matter was hence not investigated and DAB was not paid. The Representative of the Respondent stated that if the complainant had informed about the learning license earlier they would have investigated the matter further. He said as per the guidelines issued by LIC in 2007, the claim would have been settled if the DLA possessed anytime any valid license which was lost or not renewed. (a copy of the said circular was submitted to this Forum)..

The D.L.A. had taken the policy in the year 2002. On 11.11.2012 the motorcycle on which the DLA was travelling slipped and the D.L.A expired. The Respondent had settled the basic claim under three policies for Rs. 5,25,000/- + Bonus = Total Rs. 6,40,894/-. The Accident benefit was not allowed under any of the policies as the claimant, the mother of the DLA had written to the Respondent that the DLA did not apply for the driving license and the same may be waived for payment of accident claim.. The DLA was not having a licence to drive the vehicle which was an offence relating to licences under the Motor Vehicles Act, 1988.

AWARD

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

Complaint No :- AHD L-29-1314-446

Complainant:-Smt. Champa Ben S. Rathore V/S L.I.C. of India.

Death claim repudiated due to suppression of material facts as DLA was under treatment of HTN and Congenital Heart Disorder from Jan 2005 prior to the date of commencement of the policy. The Respondent had produced Investigation reports, OPD booklet of Railway Hospital, DMR opinion etc.

Award: - Dismissed

Case No.AHD-L-029-1314-0467

Mr. Ashok N Uoadhyay V/s LIC of India

Award dated 9th January, 2015

Repudiation of Death Claim

The Complainant was not in a mental state to represent his case so he was accompanied by his Cousin Vishnuprasad Joshi. The Complainant's Cousin submitted that the deceased life assured, purchased policies on 28.04.2011 & 21.03.2012 for Rs.1,25,000 & 2,50,000 respectively from LIC. The Agent was known to them & was in contact of the deceased life assured. The D.L.A expired on 08.05.2012 due to diabetes. The subject claims were repudiated by the Respondent citing suppression of material facts. The Complainant's representative submitted that The D.L.A was healthy till his last days. He was not suffering from any disease. He was admitted in the V.S Hospital, Ahmedabad for 4 days from 05.05.2012 to 08.05.2012 to treat his ailment Diabetic Ketoacidosis & Cerebral Edema. They have produced a certificate of Technician, where he was working, confirming that the D.L.A had not availed any leave since his joining the Laboratory.

The argument of the Respondent that the deceased life assured had suppressed material fact regarding diabetes mellitus type-I in the proposal form dated 21.04.2011 for the policy number 854748724 was not correct. The certificate of R.M.O of the V.S.Hospital Dr. Dinesh Chandna had confirmed that he had diabetes mellitus since 1 year only. The deceased life assured was admitted in V.S Hospital on 05.05.2012 & the date of commencement of the policy was 28.04.2011. So the policy number 854748724 was taken well before 1 year. The question of suppression of material facts does not apply to this subject policy.

The deceased life assured's answers to his health related questions in the proposal form of policy number 855443753 were proved to be false by the evidence of Claim Form B, filled by the Dr. Dinesh S Chandna, R.M.O, Sheth V.S Hospital, Ahmedabad. In reply to Q-4(a) & (c)- Suffering from Diabetes Mellitus & since 1 year. Reply to Q-5(a)- were his habits sober & temperate? Dr. replied "tobacco chewer". IN Q-6 also the Complainant's Father gave history of Diabetes Mellitus Type-1 & since 1 year.

The Investigation report, of LIC Official Mr. Y.J.Sihara, states that the deceased was suffering from Diabetes since childhood, but could not get the proof.

Tobacco chewing could be another reason for Cancer, but there was no proof to believe since when & in what quantity the deceased life assured used to consume.

In one of the Agent's Confidential Report he stated that he knows the deceased since 1 year & in another he mentioned since 8 years. This contradicts about how long Agent was knowing the deceased. The Respondent should take a serious note of this on the part of the agent.

The Contract of Insurance, including Contracts of Life Insurance are Contracts of "Uberrima fides", i.e, utmost good faith and every fact of material must be disclosed, otherwise, there is good ground for rescission of the Contract. The duty to disclose material facts has been violated in the policy number 855443753 by the Insured while proposing for Insurance.

When an 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. It is not for the Proposer to determine whether the information sought for is material or not for the purpose of the Policy. In a Contract of Insurance, any fact which would influence the mind of a prudent insurer in deciding whether to accept or not to accept the risk is a "Material fact".

Merely stating that the DLA had just signed the proposal form and the rest were filled up by the agent is not acceptable as all data put in to the proposal form were confirmed to be true by the Complainant except the medical history of the DLA.

Had the above particulars been disclosed by the deceased the terms of acceptance could have been different and the Respondent might not have issued the policy to the deceased.

Thus, the DLA in this case was guilty of knowingly withholding correct information about the status of his health in respect of policy number 855443753. Hence, the Insurer was within its rights to repudiate the Insurance Claim of his Nominee subsequent to his death.

Considering all the above, the decision of the Respondent to repudiate the death claim under policy number 854748724 warrants intervention & the Forum hereby directs the Respondent to settle the claim for Rs.1,25,000/- + Bonus, if any, with interest @ 2% over and above Bank rate, from the date of receipt of the claim. Under policy number 855443753 the decision of the Respondent to repudiate the claim cannot be intervened & thus the complaint for the subject policy was Dismissed.

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In the matter of

Complainant – Smt Ranjanba C Zala

Vs

**Respondent - Life Insurance Corporation of India
Complaint No. AHD-L-29-1314-468**

Date of Award: 09.01.2015

Policy No.: 811379171, 813174501 and 813174502

The Forum took on record the complaint dated 19.03.2014 on Repudiation of Death Claim of the Complainant and the SCN dated 17.04.2014 of the Respondent. The Complainant stated that husband was working as a driver in SRP (State Reserve Police). Her husband had taken total 3 policies; one each in 1988, 2003 and 2011. Her husband died of jaundice on 14.09.2012. She stated that LIC had settled the claim for the policies purchased in 1988 and 2003. She was not aware as to why LIC had rejected this claim. The Representative of the Respondent stated that the DLA had purchased the policy on 31.10.2011 and the death had taken place on 14.09.2012. The death was within 10 months from the date of commencement of the policy. It is observed from the leave records provided by the employer that he was on sick leave from 09.10.2011 to 21.11.2011 (42 days prior to date of proposal) for poly trauma chest injury was not disclosed. A medical certificate from Dhanwantari Hospital by Dr. Prashant Mehta (M.S.) stated Cirrhosis of liver since 2 years and the same was disclosed by the family members. The available evidences with this Forum proves that the Proposer at the time of making the statement had not disclosed facts on his sick leave. The leave taken was for Poly trauma chest injury due to a fall from a bike. The cause of death was Cirrhosis of Liver for which he had undergone treatment for 2 years back as per the Certificate of Treatment given by Dr.Prashant Mehta (M.S), Dhanwantri Hospital, Dr. Mukesh Chaudhari of Prathna Surgical Hosptial.Hence it is observed that the DLA was under treatment for Jaundice prior to taking the policy.

AWARD

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

.....
Case No.: LIC/298-21/09-11/JBP

Mrs. Pushpa Pongde

V/S

Life Insurance Corporation of India

Award Dated : 13/11/2014

Facts: The complainant's husband late Sadanand Pongde had taken a Policy bearing No. 371837807 from the respondent company with commencement date 15.07.2010 for a term of 15 years. It is further said that her husband died on 03.08.2010. Thereafter, she lodged the death claim before the respondent company which was repudiated due to suppression/ non disclosure of material facts while all the information was given by her husband to the agent.

The insurer in their SCN dated 08.10.2011 have taken the plea that the death claim was repudiated due to suppression and non disclosure of material facts in the proposal form by the DLA.

For sake of natural justice hearing was held today dated on 13.11.2014 at Bhopal office. The complainant did not appear. The insurer's representative Mr.Dilip Hedao appeared who submitted that the complainant has already approached the District Consumer Dispute Redressal Forum, Balaghat for redressal of same subject matter which has also been disposed off as admitted by the complainant in writing sent to this forum. So, this case is not maintainable in this forum.

Findings & Decisions :

Since the complainant had also approached CDRF, Balaghat on the same subject matter and same has been disposed off. Hence, as per RPG Rules, 1998 section 13(3)(c) such a complaint cannot be further processed by this forum and is liable for dismissal. In the result, the complaint stands dismissed.

Award/Order : Order as above passed.
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**Case No.: LIC-228-21/04-11/JBP
Mrs. Sheela Pawar**

V/S

**Life Insurance Corporation of India
Award Dated : 13/11/2014**

Facts: The complainant's husband late Sudama Pawar had taken two Policy bearing No. 373247395 and 373246127 from the respondent company. It is further said that her husband suddenly died on 26.07.2010. Thereafter she lodged the death claim before the respondent company which was repudiated due to suppression/ non disclosure of material facts.

The insurer in their SCN dated 04.06.2010 have taken the plea that the death claim was repudiated due to suppression and non disclosure of material facts in the proposal form by the DLA.

For sake of natural justice hearing was held today dated on 13.11.2014 at Bhopal office. The complainant did not appear. The insurer's representative Mr.Dilip Hedao appeared who submitted that the complainant has already approached the District Consumer Dispute Redressal Forum, Damoh bearing case no. 121/2011 for redressal of same subject matter which has also been disposed off on 31.10.2011 and a letter in this regard has also been filed. So this case is not maintainable in this forum.

Findings & Decisions :

Since the complainant had also approached CDRF, Damoh by filing case no.121/2011 on the same subject matter which has also been disposed off, hence, as per RPG Rules 1998 section 13(3)(c), such a complaint cannot be further processed by this forum and is liable for dismissal. In the result the complaint stands dismissed.

Award/Order : Order as above passed.
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Case No. BHP-L-029-1314-0061

Shri Brajesh Shakya

V/S

Life Insurance Corporation of India

Award Dated : 31/12/2014

Facts: The complainant's wife late Smt. Kaushalya Shakya had taken a policy bearing No.203022206 with date of commencement 25/06/2011 for Sum Assured Rs. 1,00,000/- from the respondent insurance company. It is further said that his wife died on 10/12/2011. Thereafter, he lodged the death claim before the respondent company. The respondent company has repudiated the death claim under the policy on the ground that the deceased life-assured had suppressed the previous insurance policy No.203004855 in the proposal for insurance. Had this previous policy details disclosed, the present policy would not have been issued to the DLA as per underwriting norms of the respondent insurance company.

The respondent have stated in their SCN that the DLA had suppressed her previous insurance policy details and had the previous insurance details disclosed, the respondent would not have granted the above referred policy as per their eligibility norms under respondent's underwriting rules.

FINDINGS & DECISION:

From the perusal of the proposal form (xerox copy), it is apparent that it has been clearly mentioned as "First proposal form" in the Q. No. 9(B) about details of previous insurance policy and had given the signature below the declaration. From perusal of the copy of note & decision of standing committee of the respondent company dated 24.11.2012, it is apparent that the previous policy no.203004855 of the DLA has been clearly mentioned and the same was concealed in the proposal for taking the aforesaid policy under which the death claim has been made. From the underwriting rules submitted by the respondent company, the DLA who fell

under female category III was not eligible to take the aforesaid concerned policy.

Under the aforesaid facts & circumstances, material on record and submissions made, I am therefore of the view that the decision of the respondent company to repudiate the death claim made by the complainant under policy terms & conditions is perfectly justified and is sustainable. Hence, the complainant is not entitled for the relief as prayed for. In the result, the complaint stands dismissed accordingly.

Award/Order : Dismissed

Case No.: MAX/68-22/06-10/Gurgaon

Mrs. Geetashri Kale

V/S

MAX Newyork Life Insurance Co. Ltd.

Award Dated : 29/12/2014

Facts: The complainant's husband late Satish Kale had taken a policy bearing no. 709756985 with effective date of coverage 30.09.2008 which was issued by the respondent company. It further said that in the proposal form, all the information about his health were filled by the company's officer/agent and her husband had only signed the proposal form. It is further said that her husband died on 15.11.2008, thereafter she lodged the death claim before the respondent company but the respondent company repudiated her claim.

The insurer in their reply have contended that the death claim of the complainant's husband was repudiated on the ground of suppression and non disclosure of material facts about his previous ailment of C.A.D.etc. and prayed to dismiss the complaint.

Findings & Decision :

I have gone through the material available on the record. Since, the complainant has also approached the CDRF, Bhopal on the same subject matter for redressal of her grievance under the said policy by filing complaint no. 188/11 which is pending. As per RPG Rules, Sec.13(3)(c)

such a complain cannot be further processed by this forum and is liable for dismissal. Hence, the complaint stands dismissed.

Award/Order : Award as above passed.

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Case No. LIC/392-20/03-10/IND

Shri Inder Lal Vyas

V/S

Life Insurance Corporation of India

Award Dated : 31/12/2014

Facts: The policy bearing No.345054786 was issued with the date of commencement 27.12.2006 for sum assured Rs. 1,50,000/- on the life of the complainant for the benefit of his handicapped and dependant son funder respondent company's Jeevan Adhar- without profit plan and stated that as per L.I.C.'s policies, yearly bonus are give. Consequent upon the death of life assureds' son on 06.02.2009, the refund of premiums Rs.25,056/- has been paid while he has paid 25,029/- as premium but no bonus was paid. Being aggrieved by the action of respondent company, the complainant approached this forum for the relief of making payment of bonus/ interest under the policy.

The insurer in their SCN have stated that the payment has been made as per terms & conditions of the policy.

FINDINGS & DECISION:

I have gone through the material available on the record and the submissions made. From the perusal of the terms & conditions of the policy, it is clear that payment of refund of premiums has been made as per terms & conditions of the policy as the policy document itself clearly shows that the policy was without profit and the complainant is not entitled for any bonus.

Under the aforesaid facts & circumstances, material on record and submissions made, I am therefore of the view that the decision of the respondent for not paying any bonus under policy document is perfectly justified and is sustainable. Hence, the complainant is not entitled for the

relief as prayed for. In the result, the complaint stands dismissed accordingly.

Award/Order : Award as above passed.

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Case No.: LIC/286-21/08-11/JBP

Mr. Jhabbu Patel

V/S

Life Insurance Corporation of India

Award Dated : 19/12/2014

Facts: The complainant's son late Himmu Patel had taken a Policy bearing No. 355321396 from the respondent company. It is further said that his son died on 28.08.2010 due to heart attack. Thereafter he lodged the death claim before the respondent company which was repudiated. He approached to higher office of the company but they also rejected his request.

The insurer in their reply have stated that the insured had suffering from mental illness since birth and had no business and income, but at the time of proposal, he gave wrong information about the above facts, so the claim was repudiated.

Findings & Decision :

Since, the complainant has also approached the CDRF, Sagar on the same subject matter under the said policy by filing complaint no. 51/14. As per RPG Rules, Sec.13(3)(c) such a complaint cannot be further processed by this forum and is liable for dismissal. Hence, the complaint stands dismissed.

Award/Order : Award as above passed.

.....
Case No. BA/175-21/10-10/Satna

Smt. Kashi Bai Mishra

V/S

Bajaj Allianz Life Insurance Company Ltd

Award Dated : 19/12/2014

Facts: The complainant's husband late Mr. Ram Swaroop Mishra had taken a policy bearing No.0120383946 with commencement date 14/02/2009 for sum assured Rs.50,000/- for a term of 15 years from the respondent company making his wife Smt. Kashi Bai Mishra as nominee. It is further said that her husband died in Sanjay Gandhi Memorial Hospital, Lucknow

due to heart ailment. Thereafter, she lodged the death claim before the respondent company but the same was rejected on the ground of suppression and non-disclosure ailment of chronic calculus cholecystitis at the time of taking policy by her husband while her husband was completely of sound health.

The insurer in their SCN have taken the pleas that the deceased life-assured was under medical investigation/consultation/treatment for chronic calculus cholecystitis in December, 2008 and this material fact was known to the LA but he did not disclose the same in the proposal form during the time of proposal and had answered "No" against the Q.No.14.L in the proposal form and as such the claim was repudiated due to non-disclosure of material facts.

FINDINGS & DECISION:

From perusal of the prescription of DLA of Dr.Choubey Surgical Nursing and Maternity Home, Chhatarpur (MP), sonography report and treatment papers and other prescriptions about treatment, it is apparent that the DLA was suffering from chronic calculus cholecystitis on 16/12/2008 before proposal and issuance of aforesaid policy on 14/02/2009 and the proposal form (xerox copy) clearly shows that the DLA had answered "No" against Q.No.14(e) & 14(l) regarding calculus in Gall Bladder and undergoing any medical examination or investigation and had signed in English below the declaration. Thus, it is established that the DLA had not disclosed the above ailment at the time of proposal stage for taking said policy deliberately. The insurance contract is based on principles of utmost good faith and the DLA had violated the same. Apart from it, as per complaint and medical certificate of cause of death issued by Sanjay Gandhi Post Graduate Institute of Medical Sciences, Lucknow and the death certificate issued by Registrar of District, Tikamgarh, (MP) and letter dated 15/06/2009 clearly show some discrepancy about the date of death as well as place of death and the reasons for such discrepancy are best known to both the parties. In these circumstances,

the respondent is not liable to pay the death claim to the complainant though the respondent have already paid the fund value as on date of intimation of death of policyholder amounting Rs.3247/-.

Under the aforesaid facts and circumstances, material on record and submissions made, I am of the considered view that the decision of the respondent company to repudiate the death claim of the complainant on the ground of non-disclosure of material facts under policy document is perfectly justified and is sustainable. Hence, the complainant is not entitled for the relief as prayed for. In the result, the complaint stands dismissed accordingly being devoid of any merit.

Award/Order : Dismissed

Case No.: RI/274-21/07-11/IND

Mr. Kanwarlal

V/S

Reliance Life Insurance Co

Award Dated : 26/12/2014

Facts: The complainant's father had taken a policy bearing no. 17068873 for sum assured Rs.50,000/- with commencement date 27.05.2010 on payment of premium Rs.10,000/- yearly from the respondent company and on that time, the age of his father was 60 years. It is further said that his father died on 09.10.2010. Thereafter, he lodged the death claim before the respondent company which was rejected on the ground of giving age of his father 60 years while it is alleged by the company that the DLA was of 65 years at the time of taking policy

The insurer in their reply/SCN have taken the plea that during investigation, the age of life assured was found established as 65 years on the basis of voter list data issued in the year 2011 as opposed to the age proof given at the time of proposal and as such the death claim was repudiated on the ground of giving false and incorrect information by the DLA and the fund value Rs.4770.65 has been paid to the complainant and prayed to reject the complaint.

Findings & Decision :

From the record, it is apparent that the above policy was issued in which the date of birth of life assured has been mentioned as 01.01.1950 and age at entry of the life insured has been mentioned as 60 years and the age has been verified by mentioning Y in the column of age verified. The complainant has brought on record the copy of identity card issued by election commission of India bearing ID no.MP/40/318/597174 in which the age as on 01.01.1995 has been mentioned 45 years and the policy was issued on 27.05.2010 mentioning the age 60 years which is totally consistent with the age mentioned in Election Commission ID card. The Election Commission ID card is cogent and authentic document. The respondent company has brought on record the copy of voter lists data showing the age of DLA as 65 years in year 2011 but the voter list are not generally considered as cogent document with regard to the name and age as generally errors are detected/ found regarding the detail particulars of the concerned voter. The respondent company have not brought on record any investigation paper. The entries made in the Election Commission ID card with regard to the age and entries in the policy document cannot be dislodged as has been clearly verified which has also been shown in the policy document itself. Hence, I do not find any force in the contention of the insurer's representative. In these circumstances, the respondent company is liable to pay the death claim to the complainant.

Hence, respondent Reliance Life Insurance Co.Ltd.is directed to pay death claim amounting Rs.50,000/- as per policy document after adjusting the fund value as paid to the complainant Mr.Kanwarlal within 15 days from the date of receipt of acceptance letter of the complainant failing which it will attract 9% simple interest p.a. from date of this order to date of actual payment. In the result, the complaint is allowed.

Award/Order : Award as above passed.

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**Case No. BHP-L-029-1314-0267
Smt. Nafeesa Begum**

V/S

**Life Insurance Corporation of India
Award Dated : 15/12/2014**

Facts: The complainant's son late Javed Khan had taken a policy bearing No.352806165 with date of commencement 06/08/2010 for Sum Assured Rs. 1,25,000/- with accident benefit containing name of policy holder as Javed Khan making nominee Smt.Nafeesa Begum, as wife which was issued from the respondent company but it appears that in complaint, the word "Son" has been mentioned before the word late Javed Khan. It is further said that her son Javed Khan died on 10/02/2012. Thereafter, she lodged the death claim before the respondent company but the respondent company has repudiated the death claim under the policy on the ground that the deceased life-assured was suffering from T.B. & COPD before taking the policy and this fact was not disclosed at the time of proposal for insurance and if it was disclosed, the decision for insurance would have been affected.

The insurer in their SCN have admitted about the issuance of the aforesaid policy to the DLA and have taken the plea that the DLA was a K/C/O Tuberculosis (TB) from the year 2007 and had taken treatment from 02.01.2012 to 10.02.2012 in Hamida Hospital and treatment paper BMHRC, Bhopal reveals that the DLA was taking treatment of pulmonary TB and COPD and case history dated 01.02.2007 of BMHRC, Bhopal was also showing P.T.B. - 3 yrs back and this material facts was suppressed by the DLA in the proposal form as such the claim was repudiated.

FINDINGS & DECISION:

From perusal of proposal form dated 01.08.2010 (xerox copy), it is apparent that the DLA late Javed Khan had answered in negative (NO) against all the questions of column no.11 including the ailment of TB and consuming Tobacco and had shown his state of health as Good while the medical documents of BMHRC show that the DLA had past history of pulmonary TB three years back from dated 01.12.2007 and treatment

papers including the statement of claimant also reflects that the DLA had taken treatment of TB in Govt.PMC four times in January, 2012 also which shows that the DLA was suffering from TB before inception of the policy which commenced on 06.08.2010 as he was not relieved from the said ailment of T.B.. Thus, it is established that the DLA had concealed and had not disclosed his previous illness of pulmonary TB at the time of proposal stage.

Under the aforesaid facts & circumstances, material on record and submissions made, I am of the considered view that the decision of the respondent company to repudiate the death claim of the complainant under policy document is perfectly justified and is sustainable. Hence, the complainant is not entitled for the relief as prayed for. In the result, the complaint stands dismissed accordingly being devoid of any merit.

Award/Order : Dismissed

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**Case No. LIC/199-21/12-10/SATNA
Shri Narendra Kumar Khare**

V/S

**Life Insurance Corporation of India
Award Dated : 31/12/2014**

Facts: The complainant had taken a policy bearing No.376401152 with date of commencement 03/11/2004 for Sum Assured Rs. 100,000/- on the life of his minor son, Master Sahil Khare from the respondent company. The life-assured expired on 17/07/2010 and the complainant preferred the death claim under the policy. The respondent settled the claim for return of premiums as per the terms and conditions of the policy. Being aggrieved by the action of respondent company, the complainant approached this forum for the relief of making payment of sum assured under the policy.

The insurer in their SCN have admitted about the issuance of above policy with date of commencement on 03.11.2004 and have taken the plea that the date of commencement of risk was 03.11.2010 and the insured Sahil Khare died on 17.07.2010 before commencement of risk and as per

policy terms & conditions except PWB, the entire premium amounting Rs. 46602/- has been paid to the complainant through cheque.

FINDINGS & DECISION:

The above Policy document itself shows the date of commencement of risk w.e.f.03.11.2010 while the life assured Master Sahil Khare expired on 17.07.2010 i.e. before the date of commencement of risk and it is also clear from the SCN that Rs. 46602/- has already been paid to the complainant as refund of premium paid excluding PWB premium.

Under the aforesaid facts & circumstances, material on record and submissions made, I am therefore of the view that the action of the respondent company towards payment of premium paid amount only on account of death of complainant's minor son Master Sahil Khare under the policy terms & conditions is perfectly justified and is sustainable. Hence, the complainant is not entitled for the relief as prayed for. In the result, the complaint stands dismissed accordingly.

Award/Order : Dismissed

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Case No. LI/211-22/10-09/SHDL
Shri Narendra Kumar Shrivastava

V/S

Life Insurance Corporation of India

Award Dated : 29/12/2014

Facts:

The complainant Shri Narendra Kumar Shrivastava was covered under policy bearing No. 370046052 issued with date of commencement 27/02/1988 for sum assured Rs. 1500/- for term 15 years. The complainant has approached on 08.04.2009 about non-receipt of maturity claim due 27/02/2003 before respondent company but no proper reply was given for redressal of his grievance.

The respondent have stated in their SCN that the maturity claim under the policy was settled vide cheque No.829753 dated 28/02/2003 for Rs. 26020/- and claim has been made after six years. However, the relevant records are not available as they pertain to a period of over 10

years and are destroyed as per preservation and destruction of records guidelines of the respondent company.

FINDINGS & DECISION:

The respondent has averred that the maturity claim has been settled vide cheque No.829753 dated 28/02/2003 for Rs. 26020/- and that the over 10 years old records have been destroyed as per the company guidelines. Moreover this issue has been raised after passing of 6 years from date of maturity of claim.

Under the aforesaid facts & circumstances, material on record and submissions made, I am therefore of the view that the decision of the company is perfectly justified and is sustainable. Hence, the complainant is not entitled for the relief as prayed for. In the result, the complaint stands dismissed accordingly.

Award/Order : Dismissed

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Case No.: ICICI/ 62-21/0-69-12/STN

Mrs. Neetu Patel

V/S

I.C.I.C.I Prud.Life Insurance Co.Ltd

Award Dated : 22/12/2014

Facts: The complainant's husband had taken a policy bearing No.14595441 with commencement date 20.10.2010 on payment of premium Rs.25,000/- yearly for sum assured Rs. 2,50,000/- which was issued by the respondent company. It is further said that her husband late Atul Patel died on 02.11.2011 due to unknown disease. Thereafter, the complainant lodged the death claim before the respondent company under the policy document which was repudiated on the ground of suppression of material fact i.e. ailment of epilepsy and taking alcohol.

The insurer in their reply/SCN have denied the allegation made in the complaint and have stated that the DLA was having other two policies bearing no. 14612995 and 14611681 apart from the subject policy which were issued on 27.10.2010 under Life Link Wealth SP plan and have further contended that after receipt of aforesaid subject policy, he never

approached showing any discrepancy within the free look period and have also contended that the company accepted the claim under the policy 14612995 & 14611681 being low risk and investment plan. After receiving the death claim intimation under the aforesaid two policy and subject policy, the complainant was informed to submit certain documents to process the claim under subject policy and after investigation, it was found as per admission sheet of the DLA from the Jamdar Hospital Pvt.Ltd.Jabalpur where the LA died during his treatment that the life assured was known case of epilepsy since last 4-5 years and was consuming alcohol, cigarette and tobacco since many years which was not disclosed by the life assured as such the claim was repudiated on the ground of suppression of material facts but the company purely as a gesture of good will offered an exgratia payment of Rs.21,701.12 vide letter dated 30.03.2012 after receiving a grievance to GRC but the company never received the acceptance of complainant and prayed to dismiss the complaint.

Findings & Decision: Though respondent company have repudiated the claim on the ground of suppression of material fact of ailment of epilepsy before taking the subject policy, but it has been clearly mentioned in the SCN that the aforesaid two policy under which the death claim was allowed were issued on 27.10.2010 while the subject policy was having risk commencement date 20.10.2010 meaning there by that the subject policy was taken before issuance of aforesaid two policies and the death claim under the subject policy was repudiated on the ground of suppression of material fact. From the perusal of clinical history, it is apparent that patient/DLA was k/c of epilepsy since 4-5 years and complaint of abnormal behavior and three episode of epileptic attack one week ago and in past history k/c epilepsy since 4-5 years has been clearly mentioned apart from addiction of alcohol/cigarette/tobacco since many years and the clinical history attached with admission sheet of Jamdar Hospital Pvt.Ltd. Jabalpur showing date of admission 05.10.2011 and date of

discharge on 11.10.2011 of the DLA and acute psychosis was diagnosed. Thus, it is inferred that the DLA was suffering from epilepsy before taking the policy and the complainant could not rebut this fact but at the same time, it is also clear that the respondent company have allowed the death claim under other two policies no. 14612995 & 14611681 issued on 27.10.2010 under Life Link Wealth SP plan but the respondent has not brought on record any document to show the grounds for allowing the death claim under the aforesaid two policy while pre-existing disease was also existed before taking the aforesaid other two policies and the company have only offered the ex-gratia payment of Rs.21,701.12 to the complainant which certainly reflects the violation of principles of estoppels.

Under these circumstance, I arrive at the conclusion that the decision of the repudiation of the death claim under the subject policy requires review keeping in view the facts and circumstances of allowing the death claim under the aforesaid two other policies no.14612995 & 14611681.

Hence, the respondent ICICI Prudential Life Insurance Co.Ltd. is directed to review and consider the decision of the repudiation of the death claim under the subject policy keeping in view of the fact of allowing the death claim of other two policies and principle of estoppels within one month from date of receipt of this order under intimation to the complainant and this office. The complainant is at liberty to approach this forum or any other forum in case of dissatisfaction of the decision of the respondent company. In the result, the complaint stands disposed off with the above observation.

Award/Order : Order as above passed.

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**Case No.: LIC/261-21/07-11/GWL
Mr. Purushottam Sharma**

V/S

**Life Insurance Corporation of India
Award Dated : 01/12/2014**

Facts: The complainant's wife late Pooja Sharma had taken a Policy bearing No. 200818828 from the respondent company. It is further said that his wife suddenly died on 21.02.2010. Thereafter he lodged the death claim before the respondent company which was repudiated due to suppression/ non disclosure of material facts of post illness.

The insurer in their reply/SCN dated 27.07.2011 have taken the plea that the death claim was repudiated due to suppression and non disclosure of material facts of post illness in the proposal form by the DLA.

Findings & Decision:

Since, the complainant has also approached CDRF, Guna by filing case no.14/2013 on the same subject matter which has also been dismissed. Hence, as per RPG Rules 1998 section 13(3)(c), such a complaint cannot be further processed by this forum and is liable for dismissal. In the result, the complaint stands dismissed.

Award/Order : Dismissed.

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**Case No.: RI/221-21/02-11/Sehore/BPL
Mr. Sanjay Rathore**

V/S

**Reliance Life Insurance Co. Ltd.
Award Dated : 29/12/2014**

Facts: The complainant's mother late Smt. Shyam Devi Rathore had taken a policy bearing no. 16393043 which commenced on 28.02.2010 from the respondent company. It further said that his mother died on 16.08.2010. Thereafter, he lodged the death claim before the respondent company but no reply was received from the respondent company.

The insurer in their reply have stated that the nominee mentioned in the application form is Mr. Pradeep Rathore and the complainant is not the nominee under the said policy and therefore, he is not entitled to file a complaint before this forum and prayed to close the complaint.

Findings & Decision :

Since, the complaint has been filed in CDRF, Bhopal on the same subject matter for redressal of grievance under the said policy by filing complaint no. 601/11 which is pending. As per RPG Rules, Sec.13(3)(c) such a complaint cannot be further processed by this forum and is liable for dismissal. Apart from it, the correspondence has been made by Mr.Pradeep Rathore, the nominee of the policy to the respondent company but the complaint has been filed in this forum by policy holder's another son Mr. Sanjay Rathore which also touches the maintainability of this case. Hence, the complaint stands dismissed.

Award/Order : Dismissed

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Case No. BHP-L-029-1314-0374

Smt. Seema Singrol

V/S

Life Insurance Corporation of India

Award Dated : 15/12/2014

Facts: The complainant's husband late Biharilal Singrol had taken a policy bearing No.353571733 with date of commencement 28/11/2010 for Sum Assured Rs. 2,50,000/-with accident benefit from the respondent company. It is further said that her husband late Biharilal Singrol died on 04.11.2011 due to accident by other motor cycle. Thereafter, she lodged the claim for DAB before the respondent company as only the basic death claim was paid but the accident benefit claim was rejected on the ground that her husband was driving his vehicle in the state of intoxication while her husband never used any type of intoxicated substance. She also represented to the higher authority of the company but her double accident benefit claim was not considered.

The insurer in their SCN have admitted about the issuance of the aforesaid policy with DAB to the DLA and stated that as per MLC report of

J.K.Hospital, Alcoholic smell was present in breath at the time of examination. Death occurred after 28 days of accident. As per PFR, accident was due to collision between two motor cycles. DLA was under influence of alcohol while driving. Hence the Double Accident Benefit is not payable as per policy condition.

FINDINGS & DECISION:

From perusal of the FIR, it is apparent that while the DLA late Biharilal Singrol was going on his motor cycle towards home, the driver of motor cycle bearing no.MP48-MC-7905 collided with the motor cycle of the DLA and as a result of which, the husband of complainant sustained head injury in back side and ankle of left leg. On perusal of the Medico Legal Case report (xerox copy) it transpires that on examination of Biharilal Lodhi, the injured on 07.10.2011 in J.K.hospital & Medical Research Centre, Bhopal, the alcohol smell was found present in breath and thereafter he died on 04.11.2011 as appears from the record. As per repudiation letter dated 30.07.2013 (xerox copy), it transpires that the accident benefit was rejected on the ground that the insured/DLA died due to accident of his vehicle in intoxicated condition and the complainant was advised to represent her case to Zonal Manager in case of dissatisfaction of the decision of the Manager(Claims). No doubt, alcohol smell was found present in breath at the time of examination of the injured/ DLA in the aforesaid hospital on 07.10.2011 after his accident but nothing has been mentioned in the FIR about driving the vehicle in intoxicated condition on account of any liquor and the accident of the DLA has been shown to have been caused due to collision by other driver of the aforesaid motor cycle bearing no. MP48-MC-7905 and double accident claim has been repudiated on the ground that DLA was under influence of alcohol while driving. Since, no decision has been taken as yet about the claim of double accident benefit by the Zonal Manager of the respondent for which the complainant has approached vide her application received on 21.10.2013, so the claim matter requires review by the competent authority.

Hence, I hereby direct the respondent company The Life Insurance Corporation of India to review the decision of repudiation within a month from the date of receipt of this order and communicate the decision to the complainant as well as this office. However, the complainant is at liberty to come back to this forum or go to any other forum if she is not satisfied with the decision of the respondent company. In the result, the complaint stands disposed off with the above observation.

Award/Order : Order as above

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Case No. : LIC/179-21/10-10/SATNA

Mrs. Uma Gupta

V/S

Life Insurance Corporation of India

Award Dated : 29/12/2014

Facts: The complainant's husband Dr. Kailash Gupta had taken four policies bearing No.375274897, 376423069, 375275338 and 376228733 on the life of his son Master Keshav Gupta who was nearly 12 years old. It is further said that complainant's husband expired on. 19.02.2008. Thereafter, she lodged a claim for premium waiver benefit before the respondent company which was rejected, while all the policies were in force condition. Her husband was a private doctor and LIC agent.

The insurer in their reply/SCN dated 03.11.2010 have stated that the complaint was related with PWB. Policies were issued on the life of Master Keshav Gupta and Dr.Kailash Chandra Gupta (father) was life proposed. Life proposed Dr.Kailash Gupta died on 19.02.2008 and life assured Master Keshav is nearly 12 years old and alive. As per the treatment papers of Batra Hospital and Medical Research Centre, New Delhi life proposed was suffering from severe diabetes for past 13 years and hypertension for past 5 years. Life proposed did not disclose this material information in the proposal form for premium waiver benefit submitted alongwith there regular proposal form. Due to suppression of material facts the claims for PWB were repudiated.

Findings & Decision:

From perusal of the discharge summary of Batra Hospital & Medical research centre, New Delhi where the complainant's husband Dr.Kailash Gupta was admitted on 05.10.2008 and discharged on 01.11.2008, it is apparent that in the history, the proposer Dr.Kailash Gupta was found as known case of diabetes mellitus since 13 years on regular medication while in the proposal forms regarding the aforesaid four policies, the proposer Mr. Kailash Gupta has answered in negative about suffering from the above ailment at the proposal stage. Thus, it is established that the complainant's husband, the proposer has concealed the material fact of ailment of DM in the proposal form.

In the result the complaint stands dismissed being devoid of any merit.

Award/Order : Dismissed

Case No. LIC/198-21/12-10/SATNA

Smt. Urmila Khurana

V/S

Life Insurance Corporation of India

Award Dated : 31/12/2014

Facts: The complainant's husband late Trilok Chand Khurana had taken two policies bearing Nos.375406648 & 376281729 with date of commencement 28/12/2001 & 28.08.2004 respectively from the respondent insurance company. It is further said that the policyholder expired on 13/03/2010 and thereafter, the complainant lodged the death claim before the respondent company. The respondent company has repudiated the claim and paid the amount deposited after 14.08.2008. The grounds of repudiation being that the deceased life-assured was suffering from liver cirrhosis for a long time and this material fact was not disclosed in the DGH submitted for revival of policies.

The respondent have stated in their SCN/reply that policy no. 3754406648 revived on 14.08.2008 on the basis of declaration of good health (DGH) signed by deceased life assured & policy no. 376281729 revived on 22.08.2008 on the basis of declaration of good health (DGH) signed by deceased life assured. Life assured died on 13.03.2010 i.e.

within one and half year from revivals and as per treatment papers of various hospitals of Jhansi (UP), it is proved that life assured was a known patient of liver cirrhosis and some other disease. As such the claim was repudiated. .

FINDINGS & DECISION:

From the discharge papers of Kapoor Hospital, Jhansi, it transpires that the DLA had past history of cirrhosis and Shri Ji Hospital & Research Centre, Jhansi also reflects this fact. The respondent have not brought on record the DGH forms submitted by the DLA at the time of revival of the aforesaid policy and as such the declarations of the DLA in the DGH could not be verified with the said ailment of cirrhosis as alleged by the respondent prior to revival of the policies. The respondent have also not brought on record any medical document to show about the treatment of said ailment of cirrhosis before revival of the policies and have failed to show any cogent reason for not bringing on record DGH forms which are the vital documents. The respondent have mentioned in the repudiation letter about non disclosing the facts in his proposals which is misconceived as the revival was based on DGH only.

In these circumstances, blame cannot be put squarely on the DLA alone as the respondent company have failed to produce the DGH, the basis of the revival to verify the above pre-existing disease as alleged by the respondent. Therefore, keeping in view the above deliberations in mind, I feel just and proper to allow the claim on an ex-gratia basis invoking the provisions of Rule 18 under RPG Rules, 1998.

Under the aforesaid facts & circumstances, material on record and submissions made, I hereby direct the respondent company to pay 50% of sum assured on an ex-gratia basis alongwith bonus if any as per terms & conditions of the policy documents less the amount already paid to the complainant within 15 days from the date of receipt of acceptance letter of the complainant failing which it will attract simple interest @ 9% p.a. from

the date of this order till date of actual payment. In the result, the complaint is allowed partly on ex-gratia basis.

Award/Order : Award as above

Case No. BHP-L-029-1314-0046

Mrs. Yogita Patil

V/S

Life Insurance Corporation of India

Award Dated : 09/12/2014

Facts: The complainant's husband late Shri Kishore Kumar Patil had taken a policy bearing No.345927942 with date of commencement 12/07/2010 for Sum Assure Rs. 2,50,000/- (with Double Accident Benefit) from the respondent insurance company. It is further said that her husband died on 25/09/2011 due to drowning in a river. The respondent company has settled the basic claim for Rs.2,50,000/- under the policy document but the Double Accident Benefit claim has been rejected on the ground that the deceased entered the river in an intoxicated condition for swimming even though the deceased did not know swimming. The respondent have stated that the double accident benefit claim is not admissible as per policy condition No.11(b)(i) .

The respondent have stated in their SCN that the Double Accident Benefit claim has been rejected on the ground that the deceased entered into the river in an intoxicated condition for swimming even though the deceased did not know swimming.

FINDINGS & DECISION:

From the perusal of the Forensic Report (xerox copy), it is nowhere mentioned that alcohol was also detected in chemical testing rather the above report only shows that general and specific chemical testing does not reveal any poison in the Exhibit No. 1 & 2 both the blood samples. Nothing has also been mentioned in postmortem report about the presence of alcohol to show that the DLA was in drunken condition. The respondent has failed to file any cogent document to show that the DLA was under the influence of alcohol which was shown as ground of rejection of claim for accident benefit. In these circumstances the respondent is liable to make

payment of accident benefit to the complainant on account of death of her husband due to drowning.

In the result, the complaint is allowed.

Award/Order : Award as above
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Case No. LIC/407-20/03-10/IND

Kum.Amrita Kushwaha

V/S

Life Insurance Corporation of India

Award Dated : 06/01/2015

Facts: The policy bearing No.342764010 is issued with date of commencement 05/05/2001 for sum assured Rs.50.000/- on the life of late Jeevanlal Kushwaha. The life- assured expired on 13/03/2002 and the intimation about the death to the respondent company was received only on 14/09/2007. The DLA's niece, Kum Amrita Kushwaha is the nominee under the policy. The death claim was repudiated on the grounds of it been time-barred.

The respondent have stated in their SCN that though the DLA expired on 13/03/2002 the death intimation was given only on 14/09/2007 i.e. after over more than 5 years of death of the life assured. The complainant is the nominee under the policy and is DLA's niece and the appointee is older brother of the DLA. The agent is DLA's sister-in-law i.e., wife of his older brother.

FINDINGS & DECISION:

From the perusal of the proposal form and written statement of the complainant it is clear that the DLA's mother is alive and is his Class I heir. There is nothing on record to show that the DLA was married. Also, it is very clear that the death claim was after a lapse of more than 5 years and appears to be deliberate and premeditated action on apart of the complainant to mislead the respondent company as the claim is early claim, duration of the policy being only 6 months and 26 days. The nominee was not able to give any justified reasons for abnormal delay in

intimating the death claim. Thus, it is clear that the complaint is also hopelessly time barred.

In the result, the complaint stands dismissed accordingly.

Award/Order : Dismissed

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Case No. BHP-L-001-1314-0373

Shri Anil Kumar Jain

V/S

Aegon Religare Life Insurance Co.Ltd

Award Dated : 23/01/2015

Facts: The complainant had applied on 29/12/2012 for taking policy under flexi money back plan on payment of policy amount (premium) for Rs. 15,030/- bearing proposal/policy No. 121213721128 but the policy bond was not received to him till date of the complaint. The complainant desired free look cancellation of the policy.

The respondent have contended in the SCN that as the complainant had approached them after the expiry of the free look period for cancellation of his policy and refund of his premium which was denied on the ground of lapse of free look period ..

FINDINGS & DECISION:

The complainant has brought on record the copy of computer generated track record of dated 19.10.2013 showing the track result of the speed post no. EA5836292541N as "consignment details not found" while the respondent company has clearly mentioned about the date of policy dispatch on 09.02.2013 and delivery of the item to the complainant on 11.02.2014 and has brought on record computer generated copy of track result for the speed post no.EA5836292541N about the 'Item received' in the Gwalior SH on 09.02.2013 and item delivered on 11.02.2013.

Since, the complainant has made dispute about receipt of policy which has been denied by the respondent company, so, without deciding the question of dispute of receipt of policy, the question of free look cancellation of policy and refund of premium cannot be decided and the above disputed matter of receipt of the policy can only be decided by producing evidence

(oral & documentary) by both the parties. This forum has got limited authority under the RPG Rules, 1998. It can only hear the parties at dispute without calling fresh witnesses, summon them for deposition, ask for various evidences including cross examining outside parties which is beyond the scope of this forum, in order to resolve the subject matter of dispute, production of evidence by calling witnesses may help in arriving at a just decision of the case.

Under these facts and circumstances the complaint stands dismissed with a liberty to the complainant to approach some other appropriate forum/ court to resolve the subject matter of dispute.

Award/Order : Dismissed
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Case No. BSL/73-23/06-10/MUM

Shri Anokhilal Khare

V/S

Birla Sun Life Insurance Company Ltd

Award Dated : 06/01/2015

Facts: The complainant's who is nominee under policy bearing No. 2800245 issued of the life of his sister, Smt. Sajan Bai Utwal has complained about non-settlement of enhanced sum assured of Rs.5,07,000/- under the policy.

The respondent have stated in their SCN that the DLA had applied for the "BSLI Dream Plan" by paying annual premium amount of Rs. 6000/- for life cover on her own life for basic sum assured of Rs.75000/- and enhanced sum assured of Rs. 5,07,000/-. The life-assured who was working as peon with municipality corporation, Indore had not submitted standard age proof and she give the consent for dropping sum assured. The policy was issued with extra premium for basic sum assured of Rs. 71961/- only. Subsequently, the life assured had submitted a request for the change in nomination along enhanced sum assured. However, this request was rejected as it was received after the expiry of free-look period.

The respondent have further averred that there is discrepancy in the details of the work profile of life assured as in the proposal form it was stated that she was working as peon in Municipal Corporation, Indore. However, as per the claimant's statement dated 26/02/2010 completed by the complainant (nominee), it is stated that she was a sweeper in Municipal Corporation, Indore. The respondent has stated that for this discrepancy they had right to repudiate the total claim amount, however as a good gesture the company had paid the basic sum assured along with fund value of Rs.77,202.41 to the nominee.

FINDINGS & DECISION:

From perusal of the consent letter it is clear that the DLA had given her consent for dropping enhance sum assured and also that there was discrepancy in the work profile of the DLA as peon/ sweeper.

Since, the complainant had challenged the execution and signature of the consent letter said to have been given by his sister, the DLA to the respondent company for dropping enhance sum assured and reducing term up to 11 years, so the evidence is required to prove the genuineness of the consent letter containing the alleged signature of the DLA. This forum has got limited authority under the RPG Rules, 1998.

Under these facts and circumstances the complaint stands dismissed with a liberty to the complainant to approach some other appropriate forum/ court to resolve the subject matter of dispute.

Award/Order : Dismissed
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Case No. LIC/192-21/11-10/IND

Smt. Archana Vakhariya

V/S

Life Insurance Corporation of India

Award Dated : 13/01/2015

Facts: The complainant's husband late Avanish Vakhariya had taken four policy bearing No.900157250, 904614447 , 342403313 and 904368664 for Sum Assured Rs. 50,000/-, Rs.50,000/-, Rs.25000/- & 50,000/- respectively from the respondent insurance company. It is further said that her husband died on 14/07/2009. Thereafter, she lodged the death claim before the respondent company but the respondent company has repudiated the death claim under the policies setting aside the revival done on 26.11.2008 on the ground that the deceased life-assured was suffering from Diabetes. & Cancer before the revival of the policies and this fact was not disclosed in the Declaration of Good Health submitted at the time of revival of policies. However, the paid up value stands paid under all the three policies and only claim of Rs.50,000/- under the policy no. 904368664 has been released. .

Findings & Decision :

It transpires that Dr. Nitin Sahu has mentioned in the Claim form that the Diabetes was detected by him and GB Cancer too and DLA was treated for common illness as well as for T2DM for past 6-10 years later he developed cancer of GB gall bladder. The discharge card of the Mayur Hospital shows that the DLA was hospitalized during the period 01/08/2008 to 04/08/2008 and k/c of CAD, IHD / T2DM have been found mentioned and conservative symptomatic medical treatment was given. The respondent has taken the plea that the above material facts regarding the said ailments were suppressed at the time of revival in the DGH but the respondent company fail to bring on record the DGH form which was filled in by DLA at the time of revival of aforesaid policies which is highly essential to decide about non disclosure of the concealment of the above

material facts. The respondent company has also not brought on record any medical document to show that the DLA was suffering from GB cancer before the revival of the above policies except the entries made in the claim form by Dr. Nitin Sahu. Though, it may be taken into consideration about the ailments of the DLA prior to the revival of the policies but the complainant could not get an opportunity to rebut the entries made in the DGH forms said to have been filled in and signed by DLA at the time of revival. So, blame cannot be put squarely on the insured alone as the respondent company also failed to bring on record the copy of the DGH form. Keeping in view the above deliberations, it appears me just and proper to allow the death claim on ex-gratia basis of 50% of the sum assured under the aforesaid three policy documents invoking the provisions of Rule 18 of RPG Rules 1998.

Award/Order : Award as above
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Case No. ICICI/246-21/06-11/GWL

Shri Ashok Vijayvargiya DCL

V/S

ICICI Prudential Life Insurance Company Ltd

Award Dated : 06/01/2015

Facts: The case of complainant in short is that the complainant's wife late Smt. Santosh Vijayvargiya had taken a policy bearing No. 12427173 with date of commencement 26/08/2009 for Sum Assured Rs. 100,000/- on payment of premium Rs.20,000/- yearly from the respondent insurance company. It is further said that his wife died on 10/07/2010. Thereafter, he lodged the death claim before the respondent company. The respondent company has repudiated the death claim under the policy on the ground that the deceased life-assured was suffering from Rheumatic Heart Disease Post Mitral Valve Replacement and Aortic Valve Repair done 5 years before taking the policy and was on treatment for the same and this fact was not disclosed in the proposal form for insurance.

FINDINGS & DECISION:

From perusal of the proposal form (xerox copy) of the DLA, it is apparent that the DLA had answered in negative against all the questions against Q.No.23 regarding health and about any ailment and treatment while the History Sheet from Bombay Hospital, Indore dated 07/12/2009 gives the History narrated by husband as "known case of Valvular Heart Disease since childhood. History of Mitral Valve Replacement and Aortic Valve Repair – 5 years back (before the issuance of policy). Past history of one episode of Generalized Tonic Seizure – 5 years back" but the above ailments were not disclosed in the proposal for insurance which resulted in aforesaid policy. Thus, it is established that the DLA had deliberately concealed and did not disclose the material facts regarding her ailments at the proposal stage. In these circumstances, the respondent is not liable to make payment of death claim to the complainant.

In the result, the complaint stands dismissed accordingly.

Award/Order : Dismissed
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Case No. BHP-L-006-1314-0149
Shri D.K.Maratha

V/S

Bajaj Allianz Life Insurance Company Ltd
Award Dated : 16/01/2015

Facts: The complainant's wife late Dr. Rekha Pawar Maratha had taken a policy bearing No. 0114271662 with date of commencement 24/11/2008 for Sum Assured Rs.4,97,500/- for a term of 10 years on payment of premium Rs.99,500/- from the respondent insurance company. It is further said that his wife died on 10/04/2013. Thereafter, he lodged the death claim before the respondent company. The respondent company has repudiated the death claim under the policy on the ground that the deceased life-assured was suffering from Lump In Left Breast since 2009 and was on treatment for the same and this fact was not disclosed in the

Declaration of Good Health dated 10/02/2012 submitted for revival of the policy.

The respondent have stated in their SCN that the policy was revived on 10/02/2012 on the strength of DGH dated 10/02/2012. The DLA was suffering from lump in Left Breast since 2009 for which she was under treatment/consultation since 18/11/2010 and same was not disclosed in the declaration of Good Health for revival of the policy.

FINDINGS & DECISION:

As per the DGH dated 10/02/2012, Q.No. 1 which reads as "Are you currently taking or have previously taken any medication or treatment for a continuous or period of week or more than that?", "Have you consulted any doctor for a surgical operation or have you been hospitalized for any disorder or have you been advised to undergo any medical investigation or treatment for any medical condition and have you had an ECG, CT scan, X-ray or screening, blood, urine, stool examination or any other tests" she had answered as "No" but on close scrutiny of medical certificates, case sheets, diagnostics reports of Cancer Care Clinic & Hospital, Nagpur, National Cancer Institute, Nagpur, Sonmammography report of Rainbow Medinova Diagnostic Services, it is clear that the DLA was diagnosed with Cancer of left Breast and was taking treatment for the same before revival and this fact was not disclosed in the DGH submitted for revival of the policy by DLA.

Under the aforesaid facts & circumstances, material on record and submissions made, I am therefore of the view that the decision of the company to repudiate the death claim under policy terms & conditions of the policy contract is perfectly justified and is sustainable. In the result, the complaint stands dismissed accordingly.

Award/Order : Dismissed
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**Case No. BSL/87-21/08-12/BPL
Sh. Deepak Kahar**

V/S

**Birla Sun Life Insurance Co. Ltd
Award Dated : 01/01/2015**

Facts: The complainant's father late Munnalal Kahar had taken a policy bearing no. 004977484 for sum assured Rs.5,00,000/- for a term of 15 years with commencement date 08.07.2011 making his son complainant as nominee on payment of premium Rs. 1288.03 on semiannual mode which was issued by the respondent company. It is further said that his father died on 27.01.2012. Thereafter, he lodged the death claim on account of death of his father before the respondent company but the death claim was repudiated by the respondent company on the ground of concealment and non disclosure of material fact of previous ailment of cancer (right) upper alveolus at the time of proposal stage and no information was taken regarding the medical and the application form was in English and he signed on it. Being aggrieved by the action of the respondent company, the complainant approached this forum for relief of making payment of death claim under the policy document.

The insurer have admitted about the issuance of aforesaid policy and have taken the plea that DLA expired within short span of 6 months from the date of issuance of the policy and on investigation in the matter of claim, it was found that at the time of proposal the DLA had falsely furnished replies to the questions in negative to question no. 11(E) to 14 ii(f) and had answered 'No' regarding the suffering from ailment of cancer and had suppressed the above material facts on the proposal for insurance and prayed to dismiss the complaint.

FINDINGS AND DECISION:

From perusal of the proposal form (xerox copy) dated 30.06.2011 containing the signature of the DLA, it is apparent that the proposer DLA had answered against the ailment of Cancer, Tumor etc. against question

no. 14(f) and had also answered in negative against question mentioned against question no. 11 regarding undergoing any treatment while the medical document issued by Jawaharlal Nehru Cancer Hospital and Research centre Bhopal on 20.04.2011 clearly shows about the diagnosis of Ca (right) upper alveolus and the DLA had also taken Chemo Therapy and he died due to cancer. The medical documents available on the record clearly show that DLA was suffering from said ailment of Cancer prior to issuance of the policy. Thus, it is established that the DLA had suppressed and did not disclose the above material fact of ailment of cancer at the time of proposal stage for taking the said policy. So, I do not find any force in the contention of complainant. The contract of insurance is based on principle of utmost good faith and the DLA had violated this principle. In these circumstances, the respondent is not liable to make payment of Death Claim.

Hence, complainant is not entitled to get the relief as prayed for. In the result, the complaint stands dismissed accordingly being devoid of any merit.

Award/Order : Dismissed
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Case No. BHP-L-209-1314-0267

Smt. K.Gauri

V/S

Bajaj Allianz Life Insurance Co., Ltd

Award Dated : 15/01/2015

Facts: The complainant's husband late Shri K.Tataiya had taken a policy bearing No.115557697 with date of commencement 13/12/2008 for Sum Assure Rs. 100,000/- from the respondent insurance company. It is further said that her husband died on 19/06/2010. Thereafter she lodged the death claim before the respondent company. The respondent company has repudiated the death claim under the policy on the ground that the deceased life-assured had history of Hospitalization /treatment for Leg vein thrombosis since February 2007 before taking the policy and this fact was not disclosed in the proposal for insurance date 10/12/2008.

The respondent have stated in their SCN that the DLA had history of hospitalization/treatment for Vein Thrombosis since February, 2007 and this material fact was not disclosed in the proposal for insurance dated 10/12/2008.

FINDINGS & DECISION:

The medical certificate dated 12/08/2010 from Sr. Divisional Medical Officer, South East Central Railway, Howbagh, Jabalpur clearly states that the DLA was a known case of Leg Vein Thrombosis and that he was under regular monitoring from Health Unit, Howbagh, South East Central Railway. On further scrutiny of the certificate it is observed that the DLA was taking treatment since February, 2007. Other Medical papers also endorse this fact. The DLA had not disclosed the above facts in the proposal for insurance dated 10/12/2008. As per the proposal form dated 10/12/2008, the DLA in reply to Q.No.14(1) which reads as " In the last 5 years have you ever had or been advised to have or are likely within the next 30 days to undergo medical examination or any investigation such as but not limited to Blood test, Urine test, X-ray, ECG or Bioscopy, CT scan or test by any other special instrument " and Q.No. 14(m) which reads as "Injured, sick, operated, given a medical consultation, given a medical advice on health, care in any hospital had answered in negative. All the above shows that the proposer DLA has suppressed the material facts of having Leg Vein Thrombosis and had taken treatment for the same prior to submission of proposal.

Under the aforesaid facts & circumstances, material on record and submissions made, I am therefore of the view that the decision of the company to reject the death claim of the complainant under policy terms & conditions is perfectly justified and is sustainable. Hence, the complainant is not entitled for the relief as prayed for. In the result, the complaint stands dismissed accordingly.

Award/Order : Dismissed

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**Case No. KM/91-21/09-12/IND
Shri Kamlesh Punjabi**

V/S

**Kotak Mahindra Old Mutual Life Insurance Ltd.,
Award Dated : 02/01/2015**

Facts: The complainant's mother Kaushalya Devi Punjabi had taken a policy bearing no.01471101on 30.01.2009 in which he was made nominee. It is further said that his mother suddenly died on 16.11.2011 and after that the respondent company was informed by him on 02.12.2011 and thereafter he submitted all the documents regarding death claim on 28.01.2012 and a letter alongwith cheque bearing no. 303347 AMI for Rs.11,935/- was sent him and it was also informed that he was not entitled for the claim due to non deposit of insurance premium in time.

The respondent have taken the plea in their SCN that the policy had lapsed due to non-payment of yearly premium due on 30/01/2010. The life-assure had expired on 16.11.2011 and as on the date of death the policy was in lapsed condition. However, on humanitarian grounds, a fund value of Rs. 11,935.68 was paid to the claimant. As regards the complainant's allegation regarding the payment of cheque towards premium to Mr. Yogesh, the respondent has clarified that no such cheque was received by Mr. Yogesh, who was Ex-Sales Manager nor the complainant has produced any acknowledgement towards receipt of the cheque or clearance status of the cheque and since the policy was not inforce at the time of claim event and had lapsed prior to acquiring the surrender value and prayed to dismiss the complaint.

FINDINGS & DECISION:

The policy was in lapsed condition as on the date of the death. Further the complainant has not filed any documents to prove that he had given a cheque to the representative of the respondent towards due premium in November, 2010 while the second installment of due premium was to be deposited in month of January, 2010. The complainant has shown the ground for non deposit of due premium in month of November, 2010 on the ground of fire mishap before 08.11.2011 and brought on record the news

paper cutting but has failed to bring on record any cogent document to show about the closer of the respondent's office due to said fire mishap for a long time. It is admitted by the complainant himself that he went to deposit the premium of in the month of November, 2010 at the time of Diwali while the second installment of the premium was to be deposited on 01.01.2010, so I do not find any substance in the contention of complainant and is not tenable. Moreover, respondent has already settled the fund value of Rs. 11,935.68 and paid it to the claimant on humanitarian grounds thought the policy was in lapsed condition as on the date of death. In these circumstances, the respondent is not liable to make payment of death claim to the complainant.

In the result, the complaint stands dismissed accordingly.

Award/Order : Dismissed

.....
Case No. LIC/313-21/11-11/JBP

Shri Kundnalal Awasthi

V/S

Life Insurance Corporation of India

Award Dated : 21/01/2015

Facts: The complainant's son, Shri Shailesh Kumar Awasthi had taken the policy bearing No.355288102 with the date of commencement 25.09.2008 for sum assured Rs. 1,00,000/- on payment of premium Rs. 1,347/- quarterly mode for the term of 16 years making the nominee his father Mr. Kundanlal which was issued by the respondent company. It is further said that the son of the complainant namely Shailesh Kumar Awasthi the policy holder died on 29.05.2010. Thereafter, the death claim was lodged by the complainant before the respondent company which was rejected on the ground of lapse of policy document.

The insurer in their reply/SCN have taken the plea that the death claim was not payable as the policy was in lapsed condition on the date of death of DLA due to nonpayment of quarterly premium due on 25/03/2010.

FINDINGS & DECISION:

. On perusal of the status report dated 31/10/2014 of the captioned policy, it is clear that the policy has already been lapsed due to non payment of quarterly premium due on March, 2010 by the DLA. Since, the said policy was in lapsed condition on the date of death of DLA, so no claim is payable to the complainant as per policy document. In these circumstances, the respondent is not liable to make payment of death claim.

In the result, the complaint stands dismissed accordingly.

Award/Order : Dismissed

.....
Case No.: BHP-L-019/1314/0233

Mrs. Kusum Rani Chadhar

V/S

HDFC Standard Life Insurance Co

Award Dated : 13/01/2015

Facts: The complainant's husband Mr. Kashi Ram Chadhar had taken policy bearing No. 14960570 with date of commencement 23.02.2012 for sum assured Rs.206211/- for term of 10 years on payment of premium Rs. 25,000/- on annual mode which was issued by the respondent company. It is further said that the husband of the complainant died on 26.05.2012. Thereafter the complainant as nominee and wife of the DLA lodged the death claim before the respondent company which was not considered and a cheque for Rs. 19,695/- was received by her as a death claim while it was told by the company that the sum assured was Rs.2,06,211/- and the said sum assured should have been paid and the amount paid to her was also less than annual premium. Being aggrieved by the action of respondent company, the complainant has approached this forum for the relief of payment of death claim under the policy.

The respondent in their SCN have admitted about the issuance of the above policy and have taken the plea that as per policy provision 2 Benefits (ii) benefits payable on death "The basic benefit of 80% of premiums

received is payable on the death of the life assured before maturity date during the first year from the date of commencement or the date of issue or date of reinstatement of the policy whichever is later” and according to the above provisions the respondent company settle the death claim of the DLA to his nominee and the cheque no. 33934 dated 07.08.2012 of Rs.19,695/- was duly incashed by the nominee on 15.09.2012 and prayed to dismiss the complaint.

FINDINGS & DECISION:

I have gone through the material placed on the record. From perusal of the SCN and complaint itself, it is apparent that Rs.19,695/- has been paid to the complainant through cheque. As per SCN and insurer’s contention the death claim has been settled under the provisions of 2 (ii) Benefits payable on death on the basis of payment of basic benefit of 80% of premium received as the death took place in the first year of taking the policy within 3 months and 3 days from date of commencement of the policy. It has been clearly provided under clause 2(ii) of heading Benefits payable on death before the maturity date that “During the first year from the date of commencement or the date of issue or date of reinstatement of the policy, whichever is later a basic benefit of 80% of premiums received is payable on the death of the life assured”. Thus, in view of the above provisions, the respondent is not liable to pay entire amount of sum assured for death claim as made.

Under the aforesaid facts & circumstances, material on record and submissions made, I am therefore of the view that the action/ decision of the respondent company for not considering the request for payment of the total sum assured Rs.2,06,211/- towards death claim as made by the complainant is perfectly justified and is sustainable. Hence, the complainant is not entitled for the relief as prayed for. In the result, the complaint stands dismissed accordingly.

Award/Order : Dismissed

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Case No. LIC/285-21/08-11/JBP

Shri Nipendra Singh

V/S

HDFC Standard Life Insurance Co., Ltd

Award Dated : 22/01/2015

Facts: The complainant's wife Smt. Vidyawati Singh had taken a policy bearing No. 355550495 from the respondent company with the date of commencement 21.01.2009 for sum assured Rs. 14,40,000/- on payment of single premium Rs. 2,49,624/- under plan Jeevan Astha making Shri Nipendra Singh the complainant as a nominee. It is further said that his wife died on 03.11.2010. Thereafter, he lodged the death claim of his wife before the respondent company who initially repudiated the death claim due to suppression of material facts of previous ailment while she was not died due to any serious illness rather due to bite of poisonous insect in insured's leg and the DLA was operated in the year 2000 for Tuberculoma C Hydrocephalus external drainage done after her medical examination and had also stated that the information was given regarding her health within 5 years of the proposal. The complainant has mentioned in his P-II form about payment of Rs. 5,23,200 on 01.05.2012 against the sum insured of Rs.14,40,000/-.

The insurer in their SCN have taken the plea that the DLA had been suffering from ailment of Tuberculoma C Hydrocephalus external drainage done and was operated in 2000 which was not disclosed at the proposal stage, so death claim was repudiated on the grounds of suppression of material facts.

FINDINGS & DECISION:

From perusal of the case summery of Triveni Heart institute and Cardiac surgery centre of the DLA clearly shows in past history that she was operated for Tuberculoma C Hydrocephalus in 2000 and external drainage was done which has also admitted by the complainant during hearing. It appears that the complainant was mis-conceived that the DLA had to mention about any ailment requiring treatment during last five years only

and he could not give any satisfactory reply about answering in negative regarding admission/ treatment/ operation etc at any time. Thus, it is established that the DLA had concealed the above material facts of ailment in her proposal form for taking the said policy. The records clearly shows that the respondent company have already paid total Rs.5,23,200/- as per terms and condition of the LIC Jeevan Astha Plan as exgratia to the complainant. In these circumstances, the respondent is not liable to paid death claim for total sum assured as claimed.

Award/Order : Award as above

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Case No. HDFC/153-23/02-13/BPL
Shri Niranjana Verma

V/S

HDFC Standard Life Insurance Co., Ltd
Award Dated : 06/01/2015

Facts: The case of the complainant in short is that the respondent issued a policy No. 14965421 to the complainant with date of commencement 25/02/2012 on payment of yearly premium of Rs. 50,000/- for sum assured Rs. 3,25,,539/- for term of 10 years. It is further said that he had issued a cheque No.607377 dated 20/02/2012 for Rs. 50,000/- for issue of policy in his name and the cheque was handed over to the representative of the respondent and his niece Mrs. Neha Shrivastava was to be the nominee under the policy. The complainant has averred that the application form was not filled in by him but the policy was issued in favour of his niece Mrs.Neha Shrivastava and not in his favour. The complainant has alleged that his niece was settled in Noida (UP) and she had not visited Bhopal at the time of proposal stage/ issue of policy and her signature was forged. The complainant has made complaint before the respondent company for cancellation of his policy and refund of premium which was not considered.

The respondent have stated in their SCN that the complainant (uncle of LA) wrote to them first time on 04/10/2012 for cancellation of the policy. The respondent did not entertain the request as the same was from

the nominee under the policy and the status of the policy is in lapsed condition and prayed to dismiss the complaint.

FINDINGS & DECISION:

It is apparent from the perusal of the proposal form (xerox copy), that the proposer/ life to be assured was Mrs. Neha Shrivastava and the name of the nominee has been mentioned as Mr.Niranjan Verma, who is the complainant of this case and photo of Ms. Neha Shrivastava appears to have been affixed and the policy document also clearly shows the name of policy holder and life assured as Mrs. Neha Shrivastava and name of complainant Mr. Niranjan Verma have been mentioned as nominee. Thus, it is clear that the policy has been issued in accordance with the proposal form submitted by Mrs. Neha Shrivastava. It is also clear from the record that this complaint has been filed by Mr.Niranjan Verma who is neither policyholder nor life assured and only a nominee while the policy holder/ life assured Mrs. Neha Shrivastava is still alive but has not filed this complaint as required under the provisions of RPG Rules, 1998. Hence, this complaint also touches the maintainability of this case under RPG Rules, 1998. Moreover, the complainant has also alleged the signature of Mrs.Neha Shrivastava as forged in the proposal form which can only be decided by adducing the evidence.

Under the aforesaid facts & circumstances, material on record and submissions made, I am therefore of the view that the decision taken by the respondent company for not considering the request of complainant for cancellation of policy and refund of premium is perfectly justified and is sustainable. Hence, the complainant is not entitled for the relief as prayed for. In the result, the complaint stands dismissed.

Award/Order : Award as above

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**Case No. LIC/39-24/05-10/JBP
Smt. Santosh Sahu
V/S**

**Life Insurance Corporation of India
Award Dated : 15/01/2015**

Facts: The complainant, Smt. Santosh Sahu is the nominee under the policy bearing No.301220944 which was issued with the date of commencement 28.03.2007 for sum assured Rs. 1,00,000/- on the life of Ku. Gyanvati Sahu. It is further said that Ku. Gyanvati Sahu died on 10.03.2009. The death claim was lodged with the respondent company who repudiated the claim on the ground of concealment of material fact of previous ailment.

The insurer in their SCN have stated that the death claim was repudiated on the grounds of suppression of material facts about sickness of the DLA

FINDINGS & DECISION:

On perusal of the proposal form (xerox copy) it is clear that the DLA had suppressed material information about her health and Q.No.6(a),(b),(c),(d) have been answered in negative and in reply to Q.No.6(j) the DLA had stated that her health has been good but from leave application and medical certificate, it has been found that she was not in good health and was on medical leave from 05/12/2003 to 30/12/2003 for 26 days, 17/01/2006 to 30/01/2006 for 14 days, 17/07/2006 to 21/07/2006 for 5 days & 09/01/07 to 05/02/2007 for 28 days for treatment and these facts were not disclosed in the proposal for insurance dated 27/03/2007 and the medical certificates available on the record endorse the said fact of illness. Thus, it is established that the DLA had concealed the material facts about her ailments at the time of proposal stage. Insurance contract is based on the principles of utmost good faith and the DLA had violated the same.

In the result, the complaint stands dismissed accordingly.

Award/Order : Dismissed

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Case No. BHP-L-029-1415-0284

**Smt. Meena Sachdev
V/S**

**Life Insurance Corporation of India
Award Dated : 23/01/2015**

Facts: The complainant's brother Shri Ramchandra Meghani had taken a policy bearing No. 354304163 with date of commencement 27.09.2012 for sum assured Rs. 5,00,000/- from the respondent company making Smt. Meena Sachdev the complainant as a nominee. It is further said that her brother died on 09.02.2013. Thereafter, she lodged the death claim before the respondent company which was repudiated by the respondent company on the ground of concealment / non disclosure of ailment of TB in the proposal form. .

FINDINGS & DECISION:

On perusal of the treatment papers of Dr. Shyama Prasad Mukherjee Hospital, Itarsi clearly shows that the DLA had taken anti-tuberculosis treatment since 27.01.2003 but the DLA was shown as cured as appears from Revised National TB Control Programme but from the investigation report dated 27.05.2013 (xerox copy), it is apparent that the DLA was treated for TB from 27.01.2003 and also on since 07.12.2012 and again since 26.12.2012 and in this way he was treated for TB about 9 years and the above facts find support from the treatment sheet of the aforesaid hospital meaning thereby that the DLA was not relieved from the symptoms of TB and was again undergone treatment of TB as it might have relapsed but the DLA deliberately concealed this facts and did not disclosed in the proposal for taking the policy. Though, the cause of death shown as heart attack and not from the TB but it has no relevance as the DLA had to disclosed any previous ailment as well as treatment taken at the time of proposal stage. In these circumstances, the respondent company is not liable to make payment of death claim.

In the result, the complaint stands dismissed accordingly.

Award/Order : Dismissed

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**Case No. BHP-L-029-1314-0309
Smt. Pushpa Pawar
V/S**

**Life Insurance Corporation of India
Award Dated : 16/01/2015**

Facts: The complainant's husband Shri Giridhar Pawar had taken the policy bearing No.352938261 with the date of commencement 28.03.2010 for sum assured Rs. 1,25,000/- on payment of premium Rs. 38,970/- making his wife/complainant as nominee. It is further said that her husband has died on 18.05.2012. Thereafter, she lodged the death claim before the respondent company who repudiated her claim.

The insurer in their SCN have stated that the DLA was suffering from COPD, Corpulmole CO2 Narcosis, Corpulmole CO2 Narcosis from last 3 year and this information was withheld in the proposal form.

FINDINGS & DECISION:

On perusal of the Claim Form B & B-1 completed by Aver Hospital, Pathakheda that the DLA had history of Corpulmole CO2 Narcosis for over 3 years and the details of history was given by DLA himself. As per Claim Form E completed by the employers, the DLA had availed of leave on medical grounds from 03.09.07 to 31.12.07 (102 days), 01.01.08 to 23.03.08 (77 days), 24.10.08 to 31.12.08 (59 days), 01.01.09 to 22.06.09 (132 days) and 04.12.09 to 30.01.10 (15 days). These facts were not disclosed in the proposal for insurance. The treatment papers (xerox copies) of medical service card of Western Cold fields Limited endorse the above facts of illness and treatment of DLA but DLA had not disclosed the said material facts at the time of proposal stage. Thus, it is established that DLA had suppressed the above material facts.

Under the aforesaid facts & circumstances, material on record and submissions made, I am therefore of the view that the decision of the respondent company to repudiate the death claim of the complainant under policy terms & conditions is perfectly justified and is sustainable. Hence, the complainant is not entitled for the relief as prayed for. In the result, the complaint stands dismissed accordingly.

**Case No. LIC/135-21/01-13/BPL
Smt. Sunita Dhoot
V/S**

**Life Insurance Corporation of India
Award Dated : 22/01/2015**

Facts: The complainant's husband late Shri Naval Kishore Dhoot had taken policies bearing No.s 353419082 & 353416967 with date of commencement 18/05/2009 & 21/01/2009 for Sum Assured Rs. 10,00,000/- & Rs. 1,50,000/- respectively apart from three other policies from the respondent company. It is further said that her husband died on 15/12/2009 as mentioned in the complaint and dated 25.12.2009 as mentioned in P-II form. Thereafter, she lodged the death claim before the respondent company under the aforesaid two policies and three other policies and the insured amount has already been paid under the other three policies but the insured amount was not paid under the aforesaid two policies and the said claim under two policies was repudiated.

The respondent have stated in their SCN that the death claim was repudiated under the aforesaid two policies due to non disclosure of material facts about hospitalization and medical treatment prior to date of proposal and also about habit of alcohol which was not mentioned in proposal form.

FINDINGS & DECISION:

The History Sheet of Global Liver and Gastroentrology Centre Bhopal, Indoor Reg.No.2008/7/90 shows that the DLA was admitted to the centre on 20/07/2008 for blood mixed vomiting etc. On close scrutiny it is found that the DLA was taking alcohol from 15-20 years daily and ALD was diagnosed at Bhopal 2 years back by Dr. Sameer Mahendra of BHMRC and Ascitis + was also diagnosed. On perusal of the proposal form (xerox copy) it is clear, that the DLA had suppressed the material facts about his health and did not disclose the material facts about his previous ailment of ALD and its treatment as well as taking alcohol in the proposal form for taking

was finally diagnosed and about cirrhosis of liver has also been mentioned. The above discharge card relates to the period 06.08.2007 to 21.08.2007 where the DLA died on 21.08.2007. As per medical science also, the CA colon cannot be developed within a short span of 5-6 months after filing the proposal form. Thus, it is established from the material available on the record that the DLA was suffering from cirrhosis of liver due to intake of alcohol and cancer of colon and which was deliberately concealed and not disclosed in the proposal form on 20.03.2007. So, I do not find any force in the contention of complainant that her husband was not taking alcohol/wine and was not suffering from any ailment before taking the policy.

In the result, the complaint stands dismissed accordingly being devoid of any merit.

Award/Order : Dismissed

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Case No. LIC/61-21/05-10/JBP February, 2015

Smt. Anju Chandwani
V/S

Life Insurance Corporation of India

Award Dated : 09/02/2015

Facts: The case of complainant in short is that the complainant's daughter late Ms. Pooja Chandwani had taken a policy bearing No.s 355410330, 355410322, 355410323 & 355410324 with date of commencement 28/01/2009 for Sum Assured Rs. 50,000/-, 50,000/-, 30,000/- and 50,000/- respectively from the respondent company. It is further said that the DLA died on 26.02.2009. Thereafter, she lodged the death claim before the respondent company but her claim was repudiated by the respondent company on the ground of non disclosure of material facts regarding income, health, mental illness in the proposal form.

The respondent have stated in their SCN that the DLA had given false information about personal and health related questions and Business as well as Income related facts and have taken the plea that the DLA was mentally sick and weak before completion of proposal form and had no income or business, as such the claim was repudiated due to non disclosure of above material facts.

FINDINGS & DECISION:

From perusal of the record, it transpires that, the death claim has been repudiated on the ground of non disclosure of material facts regarding the mental illness of the DLA and giving false information about her income from business but the respondent company has failed to bring on record any document showing the DLA as mentally sick at the time of proposal stage and have also failed to bring on record any document to show that she had no said business stitching etc. and had no said annual income. The respondent have brought on record a certificate dated 25.08.2009 showing that she was failed in class 9th in session 2004-2005 as regular student but has mentioned that her health was normal. So, mere failure in any class is not sufficient to show that the student/ the DLA was mentally sick in absence of any cogent and supportive documents regarding mental illness. No doubt, the claim was an early claim, but the cause of death has been shown from heart attack by the respondent and not from any mental illness in the SCN. Thus, there is no co-relation between the cause of death and the alleged mental illness which even could not be proved. Thus, it is established that the DLA had not concealed aforesaid material facts at the time of proposal stage and the respondent company has failed to prove about non disclosure of above material facts at the time of proposal stage by the DLA and has shown only suspicion which cannot take the place of proof. In these circumstances, the respondent is liable to make payment of death claim to the complainant.

In the result, the complaint is allowed.

Award/Order : Allowed

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Case No. BHP-L-041-1314-0324/Ujjain

Smt. Kamlesh Meena

V/S

Life Insurance Corporation of India

Award Dated : 13/02/2015

Facts: The complainant's husband late Shri Kaluram Meena had taken a policy bearing No. 203234937 for Sum Assured Rs. 5,00,000 with date of commencement 05.01.2012 from the respondent. It is further said that her husband died on 28/04/2012. Thereafter, she lodged the death claim before the respondent company but the respondent company have rejected the death claim under the policy. The complainant has further stated that the DLA had opted for ECS mode of payment and had paid the first premium by cash. Subsequently when the premium due in February, 2012 and March, 2012 was not deducted from the bank account of the DLA, the DLA had approached the branch office of respondent company and he was told that due to some technical problem the premiums were not deducted and the life-assured paid the outstanding premiums along with the penalty and also gave a letter dated 07/03/2012 in the branch office for regularizing the premium payment under ECS mode.

The respondent in their SCN have taken the plea that the death claim under the aforesaid policy was rejected as the policy was in lapsed condition as on the date of death.

FINDINGS & DECISION: The first premium under the policy was paid by cash as per complainant. The premiums due in February, 2012 and March, 2012 was not deducted from the bank account of DLA and when the DLA approached the branch office of respondent insurance company, he was told that due to some technical problem the premiums were not deducted and the life-assured paid the outstanding premiums along with the penalty. The DLA also gave a letter dated 07/03/2012 in the branch office for regularizing the premium payment under ECS mod which was duly received in the concerned branch office of the respondent company but no action was taken on the above letter.

Thus, it is clear that due to some technical issue, the premiums through ECS mode were not deducted under the policy. The complainant has submitted the Statement of Account of the relevant period to emphasize the fact that there was sufficient balance in the bank account for payment of premium under the policy. The complainant has also stated that when the premium due on 05.04.2012 also was not deducted through ECS, he approached the branch office for payment of premium and he was told that as the mandate was not returned dishonored, the premium will surely be deducted from the bank account. The complainant's version appears to be reasonable. No doubt, the policy was in lapsed condition on the date of death due to default of payment of premium as the DLA should have insured about the deduction of the premium amount on the basis of his passbook and should have deposited the amount in cash also and the respondent company should have ensured about sending the ECS mandate submitted by the complainant with the proposal form to the concerned bank. So, the blame cannot be squarely put on the DLA/ life insured alone. Therefore, keeping in view the above deliberations in mind and to insure the golden principles of equity and justice are made applicable to both the contending party in a fair and equitable measure and invoking the provisions of Rule 18 of RPG Rules, 1998, I feel just, proper, reasonable to allow the claim on an ex-gratia basis for a sum of Rs.50,000/- in full and final settlement of the claim under policy.

Award/Order : Allowed as above

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Case No. BHP-L-029-1314-0045

Shri Mohan Singh Bamania

V/S

Life Insurance Corporation of India

Award Dated : 03/02/2015

Facts: The complainant Mr.Mohan Singh Bamania had taken a policy bearing Nos.350840422,350841245,350842038 & 350842836 for sum assured Rs.100,000/-, Rs.50,000/-, Rs.55000/- & Rs.1,50,000/- respectively. The life-assured met with an accident on 26/01/2009. After a prolonged course of treatment for the injuries suffered during the accident the life-assured had to undergo amputation of his left leg as it has developed gangrene. The life-assured who was employed with BSNL as an "Line-Man" applied for disability claim under the policies which was rejected on the grounds that the disability had occurred after 1 year 4 months and 10 days.

The respondent has stated in the SCN that the disability claim was denied as the disability had occurred after the expiry of 180 days from the date of the accident and that the claim is not payable as per the policy conditions.

FINDINGS & DECISION:

The complainant met with an accident on 26/01/2009 and the Medicolegal Document, First Report of Chirayu Health & Medicare (P) Ltd.,states the complainant was hit by a tractor and he was brought to the centre in semiconscious disoriented state by his son. The various bills of Chirayu Health & Medicare (P) Ltd., filed by complainant show that he underwent diagnostic/pathological tests, bone grafting etc., The discharge summary of Bhopal Care Hospital shows that he was admitted to the hospital on 30/04/2009 and underwent Bonegrafting on 03/05/2009. From the Discharge card of L.B.S Hospital, it is observed that the complainant was admitted to the hospital on 16/06/2010 and the diagnosis shows "Infected gap non-union distal femur and distal tibia with stiff knee etc". The Form No.5280 shows that amputation was done of "Right L" due to

infection in June, 2010. The The Medical certificate for physically Handicapped person was issued to insured/complainant by Distt. Medical Board, Sehore, (M.P.) on 04.10.2010 by giving the percentage of disability as "40%". From the above facts, it can be deduced that after the accident on 26/01/2009, the complainant underwent extensive treatment on a continuous and prolonged basis for the injury on his right leg which finally had to be amputated due to pus formation. The complainant had made an appeal to higher office in Mumbai on 03/04/2013 as appears from dispatch particulars, which apparently evoked no response. During the course of the hearing, it transpires that the complainant applied for surrender of policies as he had no money to pay the premium and he was told that the policies would lapse and hence it is better to go for surrender of the policy. The respondent has admitted that the policies were surrendered in January, 2014 and filed the relevant papers. The complainant who was employed with BSNL had to take voluntary retirement w.e.f. 02/01/2014. The prolonged treatment since the date of accident on 26.01.2009 and amputation of right leg and issuing of disability certificate cannot be lost sight of to consider the benefit of disability benefit beyond 180 days of the occurrence of accident. As per policy condition no. 10.3 which provides "the disability above referred to must be disability which is the result of an accident and must be total and permanent and such that there is neither then nor at any time thereafter any work, occupation or profession that the life assured can ever sufficiently do or follow to earn or obtain any wages, compensation or profit.

No doubt, all the above four policies have been surrendered by the complainant showing the extreme financial hardship during the course of the proceedings of this case on misguiding by the agent/ officials of the respondent company as stated by him during the hearing. So, this fact also should have been considered by the respondent company after filling of the appeal against the rejection of his claim to the head office of the respondent company at Mumbai.

The limiting clause could have been waived had a proper focus given to the facts of the case and the spirit of the welfare of the insured should have been considered. The complainant had made an appeal to higher office in Mumbai on 03/04/2013(dispatch particulars furnished) which apparently evoked no response. As the cause of action had arisen while the policy was in full force and facts amply prove how the complainant due to ignorance and misguidance could not pursue his case aggressively and went for surrender of the policies, I am therefore, of the considered view that the respondent should review the case and ensure that a rational decision on humanitarian grounds is taken by making payment of disability benefit on exgratia basis so as to serve the needs of an handicapped complainant/ policyholder.

Hence, the respondent company LIC of India is directed to review the claim of the complainant and make payment of disability benefit on exgratia basis under the policy documents.

Award/Order : Order as above.

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Case No.: CHSBC/51-21/06-12/GWL

Shri Raghavendra Singh Kushwah

V/S

Canara HSBC Life Insurance Co

Award Dated : 10/02/2015

Facts: The complainant's mother late Smt. Akhilesh Kushwah had taken policy bearing No. 0009393515 with date of commencement 10.12.2009 for sum assured Rs.5,00,000/- for term of 40 years and premium paying term of 5 years with annual premium Rs. 1,00,000/- from the respondent company. It is further said that the mother of the complainant died on 20.09.2011. Thereafter, the complainant as nominee and son of the DLA lodged the death claim before the respondent company which was repudiated by the respondent company.

The respondent in their SCN have admitted about the issuance of the above policy and have stated that the DLA was suffering from Diabetes Mellitus and Hypertension prior to signing the proposal form and this fact was not disclosed in the proposal for insurance. Hence the death claim was

repudiated for suppression of material fact. However, as a gesture of customer service and goodwill, the respondent paid an amount of Rs.1,48,151.69 being the Fund Value under the policy and prayed to dismiss the complaint.

FINDINGS & DECISION:

From perusal of the Medanta Hospital Patient's medical record dated 13.09.2011, it has been found that the DLA had past history of Diabetes Mellitus and Hypertension from last 10-15 years and gallbladder was also removed 10 years back and these material facts were not disclosed in the proposal form dated 29.10.2009 for taking said insurance policy. From perusal of the proposal form, it is apparent that the DLA had answered in negative in response to the relevant questions viz., Q.5 and Q.6 related to above ailments and surgery regarding medical details in the proposal form. Thus, it is established that the proposer/ DLA had suppressed/ concealed the above material facts about her pre-existing ailments and did not disclose the same at the time of proposal stage. The insurance contract is based on principle of utmost good faith and the DLA had violated the same. In these, circumstances the respondent is not liable to pay the death claim under the policy document.

Under the aforesaid facts & circumstances, material on record and submissions made, I am therefore of the view that the decision of the company to repudiate the death claim of the complainant under policy terms & conditions is perfectly justified and is sustainable. Hence, the complainant is not entitled for the relief as prayed for. In the result, the complaint stands dismissed accordingly.

Award/Order : Dismissed

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**Case No. Aviva/34-21/05-12/GWL
Shri Ravindra Kumar Gupta
V/S
Aviva Life Insurance Company India Ltd
Award Dated : 13/02/2015**

Facts: The complainant's brother late Shri Ashok Kumar Gupta had taken a policy bearing No. SGA2931042 for Sum Assured Rs. 3,50,000/- on payment of yearly premium of Rs.70,000/- for the term of 20 years from the respondent insurance company. The complainant's brother expired on 12/02/2012 and thereafter, he lodged the death claim before the respondent company. But the respondent company has repudiated the death claim under the policy on the ground that the deceased life-assured was suffering from mental illness since birth.

The respondent in their SCN have stated that their investigation reveal that the DLA was suffering from mental retardation since birth. The Claims Review Committee of the respondent has also upheld the repudiation decision. The medical paper of Parivar Hospital and history and examination sheet of Medanta hospital reveal that the DLA was mentally retarded since birth.

FINDINGS & DECISION:

The Parivar Hospital Report and "History & Examination Sheet" of Medanta Hospital reveal that the DLA was mentally retarded since birth. Prof. Dr. K.B. Lowalekar's prescription dated 06/09/2011 also states that the DLA had history of mental retardation. From the above documents, it is clear that the proposer DLA has suppressed the material facts about his health at the time of proposing for insurance from respondent. Insurance is a contract of utmost good faith and the DLA the violated the principle of utmost good faith.

Hence, the complainant is not entitled for the relief as prayed for. In the result, the complaint stands dismissed accordingly.

Award/Order : Dismissed

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Case No. BHP-L-029-1314-0019

Smt. Rekha Saini

V/S

Life Insurance Corporation of India

Award Dated : 12/02/2015

Facts: The complainant's husband late Shri Vinod Kumar Saini had taken two policy bearing Nos. 201875955 & 201876088 for Sum Assured Rs. 7,00,000 and Rs. 1,25,000/- respectively with date of commencement 28.12.2010 & 04.01.2011 respectively from the respondent insurance company. It is further said that her husband died on 08.05.2012. Thereafter, she lodged the death claim before the respondent company but the respondent company has rejected the death claim under the policies.

The respondent in their SCN have taken the plea that the death claim under the aforesaid policies was rejected on the ground that the assured did not divulge his previous insurance details in the proposal for insurance. Had the previous policy details disclosed the respondent would have called for special medical reports before assessing the risk on his life.

FINDINGS & DECISION:

On going through the proposal papers, it is obvious that the DLA had suppressed the details of his previous insurance policies. Had the previous insurance details, the insurer would have called for special reports for underwriting the risk. The DLA who was an engineer employed with M.P.S.E.B. and died while on duty as per the claimant and that the DLA was not suffering from any disease. The employers have stated in Claim form 'E' that the DLA had not availed any sick leave during the period 15/07/2006 to 08/05/2012. The documents on record do not indicate that the DLA suffered from any disease but in fact he expired while on duty due to heart attack as mentioned in SCN itself. No doubt there was lapse on part of the DLA in not disclosing his one previous insurance policy details no.201844925 but the fact cannot be lost sight of that details particulars of all the previous policies were available in the respondent company's office which could have been easily verified before issuing the

aforesaid two policies. The respondent has failed to show that the respondent company had furnished to the insured the copy of the proposal form within 30 days of the acceptance of the proposal as per provisions of section 4 of IRDA (protection of policy holder's interests) Regulations,2002.The blame cannot be put squarely on the insured alone. Therefore, keeping the above deliberations in mind and invoking the provisions of Rule 18 of RPG Rules, 1998, I feel just, proper, reasonable and for equity of justice to allow the claim on an ex-gratia basis and to pay 50% of the sum assured in full and final settlement of the claim under both the aforesaid concerned policies to the complainant.

In the result, the complaint is partly allowed on ex-gratia basis.

Award/Order : Order as above passed

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Case No. BAXA/318-21/12-11/BSPR

Smt. Vandana Bhimte

V/S

Bharti Axa Life Insurance Co. Ltd

Award Dated : 13/02/2015

Facts: The complainant's husband Sh. Pramod Kumar Bhimte had taken a policy bearing No. 5006806136 for S.A.Rs. 93,423/- with commencement date 28.12.2010 for a term of 15 years from the respondent company. It is further said that her husband died on 18.06.2011. Thereafter, she lodged the death claim of her husband before the respondent company but the respondent company repudiated the death claim due to suppression of material facts of previous ailment while her husband had only Hypertension and no other ailment of Diabetes and peripheral neuritis, peripheral vascular disease. She approached to the higher authorities of the respondent but no reply was given.

The insurer in their SCN have taken the plea that the DLA had diagnosed with peripheral neuritis right lower limb with diabetes and as per the treating doctor's certificate the DLA was a known case of diabetes since 5 years and hypertension since 6 years and had personal history of alcohol consumption and smoking but the DLA had answered as 'No' about health/habit related questions in the proposal form, so death claim was

repudiated on the ground of suppression of material facts of the previous ailment in the proposal form.

FINDINGS & DECISION:

From perusal of the proposal form (xerox copy) the DLA had answered in negative Q.No. 5.5, 5.6, 7.1, 7.3(b) and 7.3(d). while the medical records viz. prescription dated 22.05.2008 and case sheet of Apollo hospital dated 21.05.2011 clearly show about diagnosed ailment of peripheral neuritis right lower limb with DM (diabetes mellitus) as well as hypertension since 5 years and since 6-7 years respectively and Color Doppler was also done to exclude DBT and blood sugar was found raised which is also endorsed on the basis of hospital treatment certificate dated 23.07.2011 issued by Dr.A.K.Gupta after death of DLA. Thus, it is established that the DLA had concealed the above material facts of ailment of DM and HTN in his proposal form for taking the said policy. In these circumstances, the respondent is not liable to paid death claim as prayed for.

In the result, the complaint stands dismissed accordingly.

Award/Order : Dismissed

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Case No.BSL/35-21/05-12/JBP

Shri Anurag Tiwari

V/S

Birla Sun Life Insurance Co.Ltd

Award Dated : 02/03/20156

Facts: The complainant, Shri Anurag Tiwari is the brother and nominee under the policy bearing No.005150249 which was issued with the date of commencement 08.10.2011 for sum assured Rs. 13,00,000/- on the life of late Rakesh Ranjan Tiwari. It is further said that his brother died on 11.10.2011. He lodged the death claim before the respondent company but his claim was repudiated.

The insurer in their SCN have stated that the death claim was repudiated on the grounds of suppression of material facts viz., the DLA was suffering from High Grade Fever and Chills prior to his application for insurance.

FINDINGS & DECISION:

On perusal of the proposal form (xerox copy) dated 07/10/2011 signed by the DLA, it is apparent that he had replied in negative to Q.No.11 (C) (ii), 14 (ii)n which relates to his state of health at the time of submitting proposal for insurance. The Bhagyodaya Tirth Charitable Hospital papers clearly reveal that the DLA was admitted to the hospital with history of fever with chills since 4-5 days. The DLA had also failed to inform the respondent about his state of health and circumstances between the date of his application and prior to the acceptance of the risk". as per the declaration in the proposal form. From the above, it is established that the DLA had suppressed material facts regarding his ailment in the proposal for insurance dated 07/10/2011. Insurance contract is based on the principles of utmost good faith and the DLA had violated the same.

Under the aforesaid facts & circumstances, material on record and submissions made, I am therefore of the view that the decision of the respondent company to repudiate the death claim of the complainant under policy terms & conditions is perfectly justified and is sustainable. Hence, the complainant is not entitled for the relief as prayed for. In the result, the complaint stands dismissed accordingly.

Award/Order : Dismissed

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Case No. LIC-290-21/08-11/Satna

Smt. Meera Nigam

V/S

Life Insurance Corporation of India

Award Dated : 04/03/2015

Facts: The complainant's son Shri Anurag Nigam had taken a policy bearing No. 376730036 with date of commencement 13/03/2007 for sum assured Rs.2,00,000/-from the respondent insurance company. It is further said that the complainant's son died on 28/07/2010. Thereafter, she lodged the death claim with accident benefit before the respondent company but the respondent company has repudiated her claim under the policy. .

The respondent have stated in their SCN that the policy was revived on 04.07.2009 on the strength of personal statement regarding health (DGH) made by the life assured on 04.07.2009. The life assured met with an accident on 22.06.2009 for which he took continuous medical treatment before the date of revival but he did not disclose this fact in the DGH submitted for revival of the policy. Due to this non disclosure of material information, the claim has been repudiated.

FINDINGS & DECISION:

From perusal of the xerox copy of the FIR of Satna Police station, it is observed that the accident took place on 22.06.2009 and insured was under continuous treatment for spinal injury. He expired on 28.07.2010 due to complications arising out of the injuries suffered in the accident. The policy was in lapsed condition due to non-payment of yearly premium due on 13.03.2009 and was revived on 04.07.2009 on the basis of declaration of good health (DGH) signed by the deceased life assured in which the life assured suppressed the information about the injuries suffered in the accident. Hence, the respondent have declared the revival of the policy as NULL & VOID and the CRC has also upheld the decision of repudiation of the claim. However, the BID value of the units has been paid to the claimant.

Hence, the complainant is not entitled for the relief as prayed for. In the result, the complaint stands dismissed accordingly.

Award/Order : Dismissed

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Case No. BHP-L-029-1415-0181

Smt. Neeta Verma

V/S

Life Insurance Corporation of India

Award Dated : 02/03/2015

Facts: The complainant, Smt. Neeta Verma is the wife and nominee under the policy bearing No.s 354279587 issued with the date of commencement 17.02.2011 for sum assured Rs.5,00,000/- for a term of 21 years and policies no.s 354279588, 354279589, 354279590, 354279591, 354279592, 354279593, 354279594, 354279595, 354279596 and

354279597 issued with the date of commencement 24/02.2011 for sum assured Rs. 50,000/- for each policy for a term of 10 years to 19 years respectively on the life of her husband, late Dr. Arvind S.Verma. It is further said that her husband died on 03.07.2012. Thereafter she lodged the death claim before the respondent company which was repudiated on the ground of concealment of material facts while all the informations were correct at the time of taking policies.

The insurer in their SCN have stated that the death claim was repudiated on the ground of suppression of material facts viz., the DLA was suffering from Cancer prior to the date of proposal and these facts were not disclosed in the proposals for insurance. The respondent also taken the plea that as per claim form E, the DLA had availed leave from 11.11.2010 to 10.02.2011 on medical ground and as per record of JNU, the DLA received radiation therapy on 10.12.2010 and from 23.02.2011 the Chemotherapy started. The DLA was receiving treatment for cancer prior to proposal but the treatment details were not mentioned in the 11 policies.

FINDINGS & DECISION:

Claim form B-1 (converted) completed by Dr. Alka Singh, M.O., Jawaharlal Nehru Cancer Hospital & Research Centre, Bhopal shows that the DLA was suffering from Multiple Myeloma since October, 2010 and the Clinical History of JNCH & RO, Bhopal shows that the DLA had received Radiation therapy on 10/12/2010 and from 23/02/2011 Radiation therapy was started. As per claim form E, filled by employer, Government Homeopathic College & Hospital, the DLA a doctor himself had availed leave from 11/11/2010 to 10/02/2011 on the ground of sickness but these facts were not disclosed in the proposal for insurance for taking the aforesaid 11 policies. From the above facts, it is apparent that there has been suppression of material facts.

Under the aforesaid facts & circumstances, material on record and submissions made, I am therefore of the view that the decision of the

respondent company to repudiate the death claim of the complainant under policies terms & conditions is perfectly justified and is sustainable. Hence, the complainant is not entitled for the relief as prayed for. In the result, the complaint stands dismissed accordingly.

Award/Order : Dismissed

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Case No. LIC/98-21/09-12/JBP

Smt. Sunita Gupta

V/S

Life Insurance Corporation of India

Award Dated : 10/03/2015

Facts: The complainant's husband late Anil Kumar Gupta had taken two policies bearing No.s 370355328 & 370733701 with date of commencement 28.02.1992 and 13.06.1994 respectively for Sum Assured Rs. 50,000/- each from the respondent insurance company. It is further said that her husband died on 15/03/2009. Thereafter, she lodged the death claim before the respondent company but the respondent company has repudiated the death claim under the policies.

The respondent in their SCN have stated that the policy No. 370355328 was revived on 05/02/2009 and policy No. 370733701 was revived on 11/12/2008. The DLA was suffering from Hypertension, C Tuberculosis, C Diabetes Mellitus and other related ailments and had been taking treatment for the aforesaid ailments prior to revival of the policies. These facts were not disclosed in the declaration/medical report and material information about his health was withheld from the respondent at the time of getting the policies revived. Hence, the revivals were set aside.

FINDINGS & DECISION:

From perusal of the records, it transpires that the DLA was treated from 22.12.2008 to 14.01.2009 in Lila More Chest Hospital and clinical findings shows that he was known case of hypertension, diabetes and T.B. but duration has not been given in the report of Lila More Chest Hospital and it also transpires from the report that the DLA was also admitted in Tata Memorial Hospital from 15.01.2009 to 16.01.2009 and diagnosed CA-Pancreas and clinical history shows that DLA has 9 years history of

diabetes. The respondent has taken the plea that the above material facts regarding the said ailments were suppressed at the time of revival in the DGH but the respondent company failed to bring on record the DGH form which was signed by DLA at the time of revival of aforesaid policies which is highly essential to decide about non disclosure of the concealment of the above material facts. Though, it may be taken into consideration about the ailments of the DLA prior to the revival of the policies but the complainant could not get an opportunity to rebut the entries made in the DGH forms said to have been filled in and signed by DLA at the time of revival. So, blame cannot be put squarely on the insured alone as the respondent company also failed to bring on record the copy of the DGH form. Keeping in view the above deliberations, it appears me just and proper to allow the death claim on ex-gratia basis for Rs.25,000/- under the aforesaid two policy documents invoking the provisions of Rule 18 of RPG Rules 1998.

In the result, the complaint is allowed on ex-gratia basis.

Award/Order : Allowed as above

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Case No. BHP-L-029-1314-0016

Mr. Ajaykumar Chowdhary

V/S

Life Insurance Corporation of India

Award Dated : 11/03/2015

Facts: The complainant's wife late Smt. Anita Chowdhary had taken two policy bearing No.s 355514503 and 355494587 with commencement date 12.03.2010 and 27.03.2009 respectively for Sum Assured Rs. 1,25,000/- & Rs.1,00,000/- respectively from the respondent insurance company. The policy No. 355494587 is a Jeevan Sathi with profit plan policy covering the deceased life-assured and her husband (complainant). It is further said that his wife died on 02/10/2010. Thereafter, he lodged the death claim before the respondent company but the respondent company has repudiated the death claim under the policies on the ground that the deceased life-assured had suffered from TB and this fact was not disclosed in the proposals for insurance

The respondent have stated in their SCN that as the deceased life-assured had suffered from TB before inception of the policies and taken treatment for the same in the Jabalpur Hospital and this fact was not disclosed in the proposals for insurance, the death claim was repudiated.

FINDINGS & DECISION:

From perusal of the records, it is apparent that the DLA was admitted to Jabalpur hospital on 04/08/2008 and the Admission No. is 135368 and undergone treatment for complaint of fever, cough, anorexia and in the history the complainant was found suffering from pulmonary T.B. and sputum +ve and the patient was taken away from the hospital at their own will on 05.08.2008. Thus, it is established that the DLA was suffering from Pulmonary TB prior to the proposal stage and had concealed the above material facts of ailment of Pulmonary T.B. in her proposal forms for taking the said policies. In these circumstances, the respondent is not liable to pay death claim as prayed for.

In the result, the complaint stands dismissed accordingly.

Award/Order : Dismissed

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Case No. BHP-L-009-1415-0146

Mr. Anandi Lal Dhakad

V/S

Birla Sun Life Insurance Co. Ltd.

Award Dated : 17/03/2015

Facts: The complainant's father Late Mr. Ram Lal Dhakad had taken a policy bearing no. 005264931 for sum assured Rs.2,00,000/- with commencement date 27.12.2011 on payment of premium Rs.14,924.51 on yearly mode after medical checkup from the respondent company in which complainant is nominee. It is alleged that his father died on 26.12.2012. Thereafter, he lodged the claim before the respondent but they repudiated the death claim on the ground of concealment of material facts of previous ailment.

The respondent have contended in their SCN that the DLA was suffering from "Lung Cancer" since November 2011 and this material fact was suppressed by the DLA at time of making proposal, so the death claim was rejected .

FINDINGS AND DECISION:

On perusal of the medical documents of Maharana Bhupal Government Hospital, Udaipur it is clear that the DLA was suffering from CA Lung with Hepatic Metastases but the same was not disclosed in the proposal form by the DLA . Thus, it is established that the DLA had concealed and did not disclose above material facts of ailment of CA Lung etc. in his proposal form. Insurance contract is based on the principles of utmost good faith and the DLA had violated the same.

In the result, the complaint stands dismissed accordingly.

Award/Order : Dismissed

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Case No. BHP-L-029-1415-0353

Mrs. Angoori Devi

V/S

Life Insurance Corporation of India

Award Dated : 12/03/2015

Facts: The complainant's husband Late Shankar Lal Gupta had taken a policy bearing no. 201730891 for sum assured Rs.1,00,000/- for a term of 10 years with commencement date 12.11.2009 on payment of premium Rs.1,298/- on quarterly mode from the respondent company. It is further said that her husband died on 13.10.2012. Thereafter, she lodged death claim before the respondent company which was repudiated on the ground of age .

The insurer in their SCN/reply have admitted the revival of policy on 31.12.2010 and have taken the plea that the death claim was repudiated due to non disclosure of correct age.

FINDINGS AND DECISION:

From the record, it is apparent that the above policy was issued in which the date of birth of life assured has been mentioned as 05.07.1960 and age at entry of the life insured has been mentioned as 49 years in the proposal form. In the SCN, the date of revival has been mentioned as 31.12.2010 but the DGH form has not been brought on record by the respondent to show the age given by the DLA. The respondent have not denied about realizing extra premium on the basis of the his declaration of his date of birth 05.07.1960 and age 49 years which was accepted by the respondent

company for issuing the said policy. The respondent has brought on record the copy of identity card issued by election commission of India bearing ID no.WOC0588947 issued on 25.07.2012 showing date of birth xx/xx/1949 and the copy of ration card without containing date of issue showing age of DLA as 55 years and on this basis, the respondent have taken the plea that the correct age was not disclosed by the DLA. Since, inconsistency has been shown about the age declared by the DLA in the declaration form which was accepted and admitted by the respondent company after realizing the extra premium on that ground and election ID card, it has been held in the case of Sushil Kumar V/s Rakesh Kumar, AIR 2004 SC 230 that the date of birth in voter list and election ID card issued by the election commission are not conclusive . The copy of the ration card without date of issuance showing age of DLA 55 years also can not be considered as conclusive proof about age of the DLA and only the matriculation certificate or an entry of the date of birth in the school register is relevant and admissible. The respondent company have failed to conduct proper investigation with regard the age of the DLA before issuing the policy and have acted upon the declaration of the DLA by realizing the extra premium also on the basis of the declaration of the age. So, I do not find any force in the contention of the insurer's representative and the plea taken in the SCN for repudiation of the claim on the ground of age. The entry made in the proposal form, declaration form and the policy document can not be dislodged only on basis of the entry in the Election Commission ID card regarding year of birth only. In these circumstances, the respondent company is liable to pay the death claim to the complainant.

In the result, the complaint is allowed.

Award/Order : Allowed

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Case No. BHP-L-036-1314-0123

Mr. Arif Khan

V/S

Reliance Life Insurance Co. Ltd.

Award Dated : 02/03/2015

Facts:

This complaint has been filed by Mr. Arif Khan being brother and nominee of the policy holder. The complainant's brother Late Samad Khan had taken a policy (Reliance Life Insurance Pay Five Plan) bearing No. 50428173 with date of commencement 30/09/2012 for sum assured Rs.14,99,970/- on payment of yearly premium Rs.49,999/-. The policy holder suddenly died on 12/10/2012 due to natural death. The complainant lodged the death claim before the respondent company but the death claim was repudiated by the respondent and paid only fund value of Rs.46,453.42 transferred in account on 19.12.2012.

The respondent have stated in the SCN that the life assured died on 12/10/2012 i.e. after a period of 23 days from the date of issuance of the policy. It was early claim and on investigation, it came to know that the life assured had submitted fake age proof at the proposal stage.

FINDINGS & DECISION:

It appears from perusal of the record as well as SCN that the death claim has been repudiated due to suppression of material facts with regard to the age of the DLA which was found fake during investigation on the basis of documents of age proof and particulars of the identity submitted by life assured. The complainant has admitted during hearing in writing that the DLA's wife Jaibun is also alive and has two sons and two daughters but this complaint has been filed by brother of the DLA as nominee who is not the preferential legal heir of the DLA which touches the maintainability of the case under RPG Rules, 1998. As per SCN, it is found that during investigation, it was revealed that the life assured has produced false particulars in the format of attestation of ID proof and address by a Guzzetted officer as the said document was certified and signed by Mr. M. L. Verma, Principal of Boys, H. S. School, Hatpipliya, Distt. Dewas on

30.09.2012 because the current Principal of said school of Hatpipliya Mr. Kamlesh Malviya has given a certificate decertifying the said identity and age proof and has confirmed that no individual by the name of Mr. M. L. Verma has been a Principal, teacher or Employee of the said school. It has also been confirmed by Mr. Kamlesh Malviya that the identity and age proof submitted by the life assured at the time of proposal has neither been issued by the said institution nor has been signed. The complainant has relied upon the certificate regarding appearing in the Purva Madhyamik Pariksha by the DLA showing the date of birth of the DLA as 01.07.1973 which has been found as fake on the basis of certificate issued by Head Mistress of the said school, Jetpura on the ground that the said school was started in year 2001. Apart from it, the ID proof given by Mr. M. L. Verma showing him as Principal of the said school of the Hatpipliya has also been shown as fake as no such person was Principal, teacher or employee of the said school on the basis of certificate issued by the Principal Mr. Kamlesh Malviya who was working as the Principal of the said school and signature of Mr. M. L. Verma is also alleged as forged by him. Thus, from the above version and counter version with regard to the age proof and the particulars of the identity of the DLA by filing documents on behalf of both the parties, it is apparent that there is dispute about genuineness of the age proof and particulars of the identity as well as signature of the DLA on format for attestation of ID proof and address proof by a Gazetted Officer which are certainly material facts for issuance of the policy. To my mind, the above disputed material facts can only be decided by producing evidence (oral and documentary) particularly the evidence of the persons who have issued the above documents. This forum has got limited jurisdiction under RPG Rules, 1998.

Under the aforesaid facts & circumstances, the complaint stands dismissed with a liberty to the complainant to approach some other appropriate forum/court to resolve the subject matter of dispute.

Award/Order : Dismissed

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Case No. BHP-L-029-1415-0176

Mr. Awadhesh Kumar Singh

V/S

LIC of India

Award Dated : 12/03/2015

Facts: The complainant's wife late Sheo Kumari had taken a Health Plus policy bearing no.385415055 for sum assured Rs.3,00,000/- on payment of premium Rs.9,000/- yearly mode with date of commencement 12.03.2008 from the respondent company. It is further said that his wife expired on 18.08.2012 after death of his wife, a cheque bearing no 98983112 dated 25.03.02013 in respect of his wife Late Sheo Kumari which showed the discrepancy. It is alleged that the above cheque was issued in the name of his wife and she is not alive while intimation of death was given to the respondent company by submitting death certificate on 17.10.2012 and amount mentioned in the cheque and payment reference was not calculated on the basis of exact no. of units and NAV on the date of issue of cheque. He made request before the respondent company for redressal of his grievance which was not considered.

FINDINGS AND DECISION:

From perusal of the letter dated 03.03.2015 filed on behalf of the respondent company, it is apparent that the respondent company is ready to make payment of the payable amount with interest as per rule in accordance with the terms and conditions of the policy document of Smt. Sheo Kumari to the nominee Shri Awadhesh Kumar Singh. Hence, it is need less to discuss the merit of the case. In the circumstances, the respondent company is liable to make payment of the payable amount with interest as per terms and conditions of the policy document in view of the admission made in the letter dated 03.03.2015 of the respondent company.

Hence, the respondent LIC of India is directed to make payment of total payable amount along with interest as per rules in accordance with the terms and conditions of the policy document by issuing a fresh cheque in the name of Mr. Awadhesh Kumar Singh, the nominee/complainant with

in 15 days from of receipt of the acceptance letter of the complainant failing which it will attract a simple interest of 9% p.a. from date of this order to the date of actual payment. In the result, the complaint is allowed to the extent of the above observation.

Award/Order : Allowed

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Case No. LIC-324-21/12-11/JBP

Mrs. Girijabai Rajput

V/S

Life Insurance Corporation of India

Award Dated : 11/03/2015

Facts: The complainant's husband late Kendra Singh Rajput had taken a policy bearing no. 355232504 for sum assured Rs.1,25,000/- for a term of 15 years on payment of premium amount Rs.3032/- on half yearly mode from the respondent company. It is further said that her husband died on 19/09/2010 (wrongly mentioned in place of 18.09.2010 as per death certificate). Thereafter, she lodged the death claim before the respondent company but the respondent company has repudiated the death claim on the ground of concealment of previous ailment under the policy.

FINDINGS & DECISION:

On perusal of the Discharge Summary of Department of Neuro Surgery, Central India Institute of Medical Sciences, Nagpur it is found that the deceased life-assured was admitted to the hospital on 13/03/2010 and was operated on 15.03.2010 and was diagnosed left trigeminal anaplastic metastatic carcinoma and the history reported by the patient was that "He had complaints of weakness in both lower limb since 2 years and decreased vision in both eyes since 6-7 years". The MRI SCAN of Lumbosacral Spine report dated 23/02/2010 of Charak Diagnostic & Research Centre, Jabalpur, has been filed by the respondent which reveals lumbar spondylosis and decreased hydration in some intervertebral disc which cannot be developed in short span of time rather it develops gradually. The MRI Brain report dated 10/03/2010 of Nagpur Scan & Research Institute shows, SOL in left occipital lobe, periventricular in location with gross penilesional edema and focal mass effect and Metastasis and Lymphoma were shown in impression and in

Histopathology report dated 18.03.2010, the impression was found as Anaplastic Metastatic Carcinoma and as per certificate of hospital treatment of given by Dr. Shyam Agrawal, it appears that the DLA was suffering from cancer of lung before his death and the main reason for death was cancer lung with brain mets. Thus from the above medical documents and the history of the DLA given by himself at time of admission in Central India Institute of Medical Sciences, Nagpur, it is established that the DLA was suffering from some ailments in his both the lower limbs and some ailments in his both eyes at the time of proposal stage before inception of the policy and the above material facts of the previous ailments were not disclosed by the DLA and concealed in the proposal form for taking the said policy.

Hence, the complainant is not entitled for the relief as prayed for. In the result, the complaint stands dismissed accordingly.

Award/Order : Dismissed

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Case No. BHP-L-029-1314-0310**

Mrs. Iffat Sheikh

V/S

Life Insurance Corporation of India

Award Dated : 02/03/2015

Facts: The complainant's husband Late Mohammad Salim Shaikh had taken a policy bearing No. 344466645 with date of commencement 13.04.2010 for Sum Assured Rs. 62,500/- on payment of monthly premium amount Rs.255/- from the respondent company. It is further said that the complainant's husband expired on 24.07.2012. Thereafter, the death claim was lodged by the complainant before the respondent company which was repudiated on the ground that the DLA was a chronic alcoholic and was consuming alcohol since last 5-6 years .

The respondent have contended in their SCN/reply that the claim was repudiated DLA was Chronic Alcoholic and he was in habit of taking wine for last 5-6 years and he also died due to Liver Cirrhosis.

FINDINGS & DECISION:

The indoor case sheet summary of the Jagivanram Hospital shows that the DLA was admitted on 07/06/2012 and was diagnosed as ascites with Portal Hypertension in one place and "k/c/o Cirrhosis of Liver, chronic alcoholic" in other place and was discharged on 23.06.2012. The discharge card of Our Lady of Pillar Hospital, Vadodara shows the diagnosis of the DLA as " Hepatic Encephalopathy + Hepatic Renal Syndrome + Severe Bacterial Peritonitis due end stage Liver Disease" but nothing has been mentioned about Chronic Alcoholic Liver Cirrhosis. The complainant was admitted in the said hospital on 09.07.2012 and discharged on 17.07.2012 which shows difference about the Chronic Alcoholic Liver Cirrhosis. In the report dated 10.07.2012 for MRI of brain, it has been mentioned case of Chronic Alcoholic Liver Cirrhosis in clinical information. All the above medical documents brought on record on behalf of respondent pertain to month of June and July of the year 2012 which are of after issuance of the policy. The doctor's certificate dated 14.08.2012 of Railway Hospital, Ratlam shows that the reason of death was Cirrhosis of Liver and Hepatic Coma and suffering from said diseases from last two months and ailment was diagnosed near by 15.05.2012 and nothing has been mentioned about Cirrhosis of Liver. The record of absence of duty from the period 13.07.2012 to 24.07.2012 till death shows that no sick leave has been found mentioned from year 2007 to 2010 rather some sick leave has been mentioned in year 2011 and 2012 i.e. after inception of policy which reflects that the DLA was in good health at the time of inception of policy. The respondent have failed to file any treatment papers before the proposal stage to show that the DLA was known case of Chronic Alcoholic and has not filed any cogent document to show that the DLA was Chronic Alcoholic from last 5-6 years. Thus I find substance in the contention of the complainant. The medical documents do not show about Chronic Alcoholic Liver Cirrhosis and taking wine before inception of the policy. Thus, it is established that the DLA had not concealed any material facts i.e. aforesaid ailment and about taking alcohol at the time of proposal stage. In the

circumstances, the respondent is liable to make payment of death claim to the complainant.

. In the result, the complaint is allowed accordingly.

Award/Order : Allowed

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Case No. BHP-L-036-1314-0122

Mr. Ishaq Khan

V/S

Reliance Life Insurance Co. Ltd.

Award Dated : 02/03/2015

Facts: This complaint has been filed by Mr. Ishaq Khan being brother and nominee of the policy holder. The complainant's brother Late Samad Khan had taken a Reliance Life Insurance Classic Plan-II (Regular) policy bearing No. 50396170 with date of commencement 19/09/2012 for sum assured Rs.12,60,000/- on payment of yearly premium Rs.42,000/-. The policy holder suddenly died on 12/10/2012 due to natural death. The complainant lodged the death claim before the respondent company with all the required information but the death claim was repudiated by the respondent and paid only fund value of Rs.37369.36/- through cheque on 17.06.2013.

The respondent have stated in the SCN that the life assured died on 12/10/2012 i.e. after a period of 23 days from the date of issuance of the policy. It was early claim and on investigation, it came to know that the life assured had submitted fake age proof viz., at the proposal stage and hence the death claim was repudiated.

FINDINGS & DECISION:

It appears from perusal of the record as well as SCN that the death claim has been repudiated due to suppression of material facts with regard to the age of the DLA which was found fake during investigation on the basis of documents of age proof and particulars of the identity submitted by life assured. The complainant has admitted during hearing that the DLA's wife Jaibun is also alive and has two sons and two daughters but this complaint has been filed by brother of the DLA as nominee who is not the preferential legal heir of the DLA which touches the maintainability of the case under

RPG Rules, 1998. In view of the above facts, it appears somewhat unnatural that a person who had made his brother as nominee while his wife and four children were alive at the time of proposal. Without going into the above technicalities, I would like to discuss the merit of this case also. As per SCN, it is found that during investigation, it was revealed that the life assured has produced false particulars in the format of attestation of ID proof and address by a Guzzetted officer as the said document was certified and signed by Mr. B. L. Malviya, Principal of Boys, H. S. School, Hatpipliya, Distt. Dewas on 18.09.2012 because the current Principal of said school of Hatpipliya Mr. Kailash Singh Sisodiya has given a certificate dated 30.04.2013 confirming that he himself has been the Principal of the said school since, 18.09.2012 till date and the identity and age proof of the DLA has not been issued by him which has been supported by filing the copy of the format for attestation of ID proof and address proof of the DLA by the Guzzetted officer said to have been issued by Mr. B. L. Malviya and the certificate issued by Mr. Kailash Singh Sisodiya the Principal of the said school of Hotpipliya. The complainant has relied upon the certificate regarding appearing in the Purva Madhyamik Pariksha by the DLA showing the date of birth of the DLA as 01.07.1973 which has been found as fake on the basis of certificate issued by Head Mistress of the said school, Jetpura on the ground that the said school was started in year 2001. Apart from it, the ID proof given by Mr. B. L. Malviya showing him as Principal of the said school of the Hatpipliya has also been shown as fake on the basis of certificate dated 30.04.2013 issued by the Principal Mr. kailash Singh Sisodiya who is said to have been working as the Principal of the said school since 18.09.2012 till date. Thus, from the above version and counter version with regard to the age proof and the particulars of the identity of the DLA by filing documents on behalf of both the parties, it is apparent that there is dispute about genuineness of the age proof and particulars of the identity of the DLA which are certainly material facts for issuance of the policy. To my mind, the above disputed material facts can only be decided by producing evidence (oral and documentary) particularly the

evidence of the persons who have issued the above documents. This forum has got limited jurisdiction under RPG Rules, 1998.

Under the aforesaid facts & circumstances, the complaint stands dismissed with a liberty to the complainant to approach some other appropriate forum/court to resolve the subject matter of dispute.

Award/Order : Dismissed

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Case No. BHP-L-024-1415-0331

Mr. Jagdish Sharma

V/S

India First Life Insurance Co. Ltd.

Award Dated : 18/03/2015

Facts: The complainant's father Late Laxminarayan Sharma had taken four policies bearing member no. 03404, 01032, 01045 and 02691 under master policy bearing no. G0000280 which were related to the account no.s 20760300001636, 20760300001644, 607644110000009 and 607610100001745 for sum insured Rs.1,00,000/- for each policy on payment of premium @ Rs.668.54 for each policy for the period 30.07.2013 to 29.07.2014, 06.08.2013 to 05.08.2014, 27.09.2013 to 26.09.2014 and 21.12.2013 to 20.12.2014 respectively from the respondent company. It is further said that the policy holder was neither ill nor under any treatment at the time of taking insurance and his father suddenly died on 26.12.2013. Thereafter, he lodged the death claim before the respondent company but they repudiated the death claim on the ground that the DLA was suffering from cancer before inception of the policy.

The respondent have contended in their SCN that the above policies were issued on the basis of declaration of good health in which he declared that he was not suffering or was not under treatment for any of the disease but on receipt of death claim on 13.02.2014, during the investigation they received the documents/medical reports which clearly suggested that the deceased policyholder was suffering from Cancer and was under treatment for the same before signing the DGH form.

FINDINGS AND DECISION:

The medical papers of cancer hospital Ahmedabad clearly show that the DLA (case no. F88093 dated 31.07.2013) was diagnosed Ca lung and the Biopsy report dated 06.08.2013 of the said hospital also shows the clinical history as Ca lung, Lt- Heilan mass and in microscopic examination the squamous cell carcinoma was found. The above case registration details clearly reflects that the DLA was admitted on 31.07.2013 in the said hospital and the diagnosis was Ca lung just after the taking the policy on 30.07.2013 and just thereafter within a week he also proposed for taking other policy as account holder on 06.08.2013 and thereafter on 27.09.2013 while as per biopsy report dated 06.08.2013 the squamous cell carcinoma was observed and in clinical history Ca lung was found and the DLA also proposed for taking fourth policy on 21.12.2013 just before five days before his death which took place on 26.12.2013. Thus, it is established that the DLA was suffering from the ailment of lung cancer which was found in clinical history as well as biopsy report but the same was concealed by the DLA deliberately only to take benefit of insurance.

Hence, the complainant is not entitled for the relief as prayed for. In the result, the complaint stands dismissed.

Award/Order : Dismissed

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Case No. BHP-L-029-1415-0177

Mr. Kailash Chandra Kothari

V/S

Life Insurance Corporation of India

Award Dated : 02/03/2015

Facts: The complainant's wife had taken a policy bearing No. 346459730 with date of commencement 28/12/2011 for Sum Assured Rs. 2, 00,000/- with yearly premium of Rs.1,8401/- making him nominee from the respondent company . It is further said that the complainant's wife expired on 21/10/2012. Thereafter, he lodged the death claim before the respondent company but the respondent company repudiated the death claim under the policy on the ground of not disclosing the previous policy.

The respondent have stated in their SCN that the DLA at the time of proposing for the captioned policy did not disclose about her previous policy bearing No.346447118 and if information was given then for underwriting purpose they would have called for special medical reports and underwritten the case accordingly.

FINDINGS & DECISION:

The previous policy bearing No. 346447118 was taken from the same branch office of the respondent from which the captioned policy was taken. This means that the respondent had the policy details with them which could have been easily verified and pointed out to the DLA even after submitting the proposal form. Notwithstanding this fact, the DLA should have disclosed the details of all previous policies so as to enable the respondent to assess and underwrite the risk correctly. The DLA died a sudden death at her residence due to heart attack. So, blame cannot be put squarely on the insured alone as the respondent company also failed to verify the aforesaid policy which was available in their record. Keeping in view the above deliberations, it appears me just and proper to allow the death claim on ex-gratia basis of 50% of the sum assured under the aforesaid policy document invoking the provisions of Rule 18 of RPG Rules 1998.

Hence, the insurer Life Insurance Corporation of India is directed to allow the claim on an ex-gratia basis and pay 50% of the sum assured under the aforesaid policy to the complainant within 15 days from the date of receipt of acceptance letter from the complainant failing which it will attract simple interest of 9% p.a. from the date of this order till the date of actual payment and submit compliance report to this office. In the result, the complaint is allowed partly on ex-gratia basis.

Award/Order : Allowed in part

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Case No. BHP-L-021-1415-0148

Smt. Kiran Mittal

V/S

ICICI Prudential Life Insurance Co. Ltd

Award Dated : 07/03/2015

Facts: The complainant's husband late Rajesh Mittal had taken policies bearing No.s 16493758 & 16510765 for Sum Assured Rs. 1,00,000 and with date of commencement 24/03/2012 & 18/04/2012 respectively sum assured Rs. 10 lakhs & Rs. 5 lakhs respectively and annual premium of Rs.8489/- & Rs. 4160/- respectively from the respondent insurance company. It is further said that her husband died on 15/06/2013 and thereafter, she lodged the death claim before the respondent company. But the respondent company rejected the death claim under the policies.

The respondent in their SCN have stated in their SCN that they had covered the DLA under policy No.s 16493758, 16510765, 16669776 & 17334308 even though the complainant had in her complaint to the Office of Insurance Ombudsman has mentioned only two policy bearing No.s 16493758 & 16510765. The life assured died on 15/06/2013 due to Hepatitis "B" with Chronic Liver Disease with Decompensation (Ascites, Jaundice, Hepato Renal Syndrome) with Acute Kidney injury with Septic Shock with Multi Organ Distress Syndrome. The respondent has stated that the DLA was alcohol dependent consuming on an average 120 ml/day since 10 years which is prior to availing the insurance policies. However, these facts were not disclosed in the proposal for assurance .

FINDINGS & DECISION:

On scrutiny of patient initial assessment record and past medical history and progress sheet issued by the Medanta Medicity Hospital dated 21/05/2013, it is clear that the DLA was alcohol dependent upto 120ml/day(over dose) since 10 years and the patient was diagnosed as CLD one year back when he was evaluated for Malaria and Ethanol related CLD with decompensation (Jaundis, Ascites, HRS) and these facts were

not disclosed in the proposal for insurance except the disclosure of taking alcohol of 90 ml/week since 2010 which is self disclosed oral statement while the doctors of the Medanta Hospital have found the patient alcohol dependent from 10 years upto 120 ml/day and found it as over dose and the reasons for the CLD has been found Ethanol related. So, the said oral statement for want of any supportive medical document can not be considered in view of the above said report of Medanta Hospital in this regarding dependency of alcohol and over dose for last 10 years from dated 21.05.2013. Thus, it is established that the complainant was taking alcohol up to 120 ml/day which was found over dose for last 10 years i.e. before inception of the aforesaid policies which caused Ethanol related CLD and the above fact was certainly known to the DLA and was deliberately concealed and not disclosed in order to take the benefit of insurance policies for sum insured under said two captioned policies and over all for sum assured of Rs.93 lacs from various companies including the respondent company as mentioned in the SCN. From the SCN, it appears that apart from above said two policies, the DLA had also taken two other policies bearing no.s 16669776 for sum assured Rs.10 lacs and 17334308 for sum assured Rs.6 lacs which were issued on 27.05.2012 and 11.01.2013 respectively while the complainant has mentioned about taking only two aforesaid captioned policies from the respondent company and has claimed relief under the aforesaid two policies only in her complaint which appears to invoke the jurisdiction of the pecuniary limits of award of this forum or for the reasons best known to the complainant for relinquishing her remaining claim in this forum.

Under the aforesaid facts & circumstances, material on record and submissions made, I am therefore of the view that the decision of the respondent company to reject the death claim as per terms & conditions of the policy documents is justified and is sustainable. Hence, the complainant is not entitled for the relief as prayed for. In the result, the complaint stands dismissed accordingly.

Award/Order : Dismissed

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Case No. BHP-L-029-1415-0471

Mr. Sanjay Khurana

(Substituted in place of late Kishan Khurana)

V/S

Life Insurance Corporation of India

Award Dated : 20/03/2015

Facts: The complainant's mother Late Santosh Khurana had taken a policy bearing no. 201745229 for sum assured Rs.1,25,000/- for a term of 16 years with commencement date 28.03.2010 on payment of premium Rs.2,341/- on quarterly mode which was issued by the respondent company. It is further said that that Santosh Khurana died on 21.05.2012. Thereafter, the husband Kishan Khurana of the DLA lodged the death claim of his late wife before the respondent company which was repudiated by the respondent company on the ground of stating her wrong age.

The insurer in their SCN/reply have admitted the revival of policy and the death within 7 days of revival and have shown the date of death 21.05.2012 and cause of death Heart Attack and have taken the plea that the death claim was repudiated due to showing less age in place of higher age taking the policy.

FINDINGS AND DECISION:

From the record, it is apparent that the above policy was issued in which the date of birth of life assured has been mentioned as 11.10.1961 and age at entry of the life insured has been mentioned as 49 years (nearby birth day) in the proposal form and the age of the life assured has been mentioned as 48 years which was accepted in the policy document. There is no mention of date of revival in the SCN and the DGH form has not been brought on record by the respondent to show the age given by the DLA. The respondent have not denied about realizing extra premium on the basis of the declaration of his date of birth 11.10.1961 and age 49 years for non standard age proof which was accepted by the respondent company for issuing the said policy. The respondent have brought on record the copy of identity card issued by election commission of India bearing ID no. MP/01/004/252204 issued on 14.07.1995 showing only age as 42 years as on 01.01.1995 and not the date of birth while the

“Janam Patri” brought on record by the complainant shows the date of birth on 28.10.1961 which is nearby to the date of birth as declared by the DLA in her declaration for non standard age proof taken and accepted by the respondent company and realizing the extra premium also. The date of birth of the son of the DLA Mr. Sanjay Khurana has been mentioned as 08.08.1980 in the certificate of Middle School Examination, 1993 which is quite relevant and admissible while his date of birth showing in Aadhar Card as 15.06.1973 which is quite different from the above certificate. Since, inconsistency has been shown about the age declared by the DLA in the declaration form which was accepted and admitted by the respondent company after realizing the extra premium on that ground and election ID card, it has been held in the case of Sushil Kumar V/s Rakesh Kumar, AIR 2004 SC 230 that the date of birth in election ID card issued by the election commission are not conclusive. There is no any other cogent document to prove the exact date of birth and age of the DLA to show the inconsistency/ wrong information showing less age in place of higher age as alleged by the respondent for repudiation of the claim. The entry of the age in Janmpatri cannot be lost sight of in absence of any cogent rebuttal document of age proof. The respondent company have failed to conduct proper investigation with regard the age of the DLA before issuing the policy and have acted upon the declaration of the DLA by realizing the extra premium also on the basis of the declaration of the age. The entry made in the proposal form, declaration form and the policy document can not be dislodged only on basis of the entry in the Election Commission ID card regarding mentioning of age 42 years as on 01.01.1995. So, I do not find any force in the contention of the insurer’s representative and the plea taken in the SCN for repudiation of the claim on the ground of age. In these circumstances, the respondent company is liable to pay the death claim to the complainant.

In the result, the complaint is allowed.

Award/Order : Dismissed

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Case No. BHP-L-029-1314-0311

Mr. Manish Kesharwani

V/S

Life Insurance Corporation of India

Award Dated : 11/03/2015

Facts: The complainant's father late Madanmohan Kesharwani had taken a policy bearing No. 372864797 for Sum Assured Rs.1,00,000 with date of commencement 13/08/2003 for a term of 14 years from the respondent company. It is further said that his father died on 15/01/2013 in a motor cycle accident. Thereafter, he lodged the death claim before the respondent company and the respondent company settled the basic death claim under the policy. However, the accident benefit claim was rejected by the respondent.

The respondent in their SCN have stated thatr the accident benefit claim was rejected as per the policy terms and conditions, clause 10.2 & 10.3 the accident is not given after age 70 years to the insured life assured and the DLA had crossed age 70 years at the time of his death.

FINDINGS & DECISION:

On scrutiny of the policy terms and conditions especially clause 10.2 & 10.3 it is amply clear that the accident benefit cover is not allowed after age 70 years. The respondent has already settled the claim for basic sum assured under the policy but the accident benefit claim has been denied as per the terms and conditions of the policy as the date of birth of the insured is 14.02.1942 at the time of proposal and died on 15.01.2013 due to accident after age of 70 years.

Hence, the complainant is not entitled for the relief as prayed for. In the result, the complaint stands dismissed accordingly.

Award/Order : Dismissed

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Case No. BHP-L-41-1415-0324

Mr. Narendra Kumar Shahu

V/s

S.B.I. Life Insurance Co. Ltd.

Award Dated : 27/03/2015

Facts: The complainant's father Late Devendra Kumar Shahu had taken a policy bearing no. 56050618905 with date of commencement 23.08.2013 for sum assured Rs. 9,99,000/- on payment of annual premium amount Rs.99,900/- making him as nominee from the respondent company on medical. It is further said his father died on 25.12.2013. The death has been repudiated by the respondent company.

The insurer in their SCN that the DLA was suffering from mental disorder and underwent for treatment before taking the policy which was deliberately suppressed and did not disclose in the proposal form. So, the death claim was repudiated.

FINDINGS & DECISION:

On perusal of the hospital records particularly the CT scan of head done in Jabalpur Hospital and Research Centre shows "small vessel infarct" and the discharge card of Mitali Maternity and surgical nursing home of the DLA also clearly shows that the DLA was diagnosed for "Cerebral Atrophy" during his admission on 05.08.2013 and discharge on 06.08.2013. Apart from it, the wife of the DLA has also mentioned in his petition dated 26.12.2011 sent to SP Balaghat that his husband was mentally sick and highly week, so she runs the shop. Thus it is established from the record that the DLA was suffering from mental disorder which was also diagnosed as cerebral atrophy before inception of the policy and the DLA deliberately suppressed and did not disclose the above material fact of his previous ailment in his proposal form duly signed on 09.08.2013 for taking the said policy. Insurance contract is based on the principles of utmost good faith and the DLA had violated the same.

In the result, the complaint stands dismissed accordingly.

Award/Order : Dismissed

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Case No.: BHP-L-029-1415-0354

Mrs. Paramjeet Kour Tuteja

V/s

Life Insurance Corporation of India

Award Dated : 02/03/2015

Facts: The complainant's husband Late Narendra Singh Tuteja had taken policy bearing no. 344145962, 344136841, 344139071 with date of commencement 20.06.2003, 28.08.2004 and 13.10.2003 respectively for sum assured Rs. 4 lacs, 4 lacs and 5 lacs respectively on payment of yearly premium amount Rs. 32,370/-, Rs.25,460/- and Rs.32,819/- respectively from the respondent company and the above mentioned policies were revived by the policy holder by giving necessary health information and other reports on respondent's demand. It is further said that her husband died on 23.07.2013. The respondent settled only the paid-value under the policies and not the claim for full sum-assured.

The insurer in their reply/SCN have stated that the policies were revived w.e.f. 19.03.2012, 13.03.2012 and 05.07.2012 respectively and had taken the plea that the DLA/policyholder was not healthy before the revival and had undergone operation of Brain Tumor in January, 2012 but the above material facts was not disclosed at the time of revival of the above policies as such his claim was rejected.

FINDINGS & DECISION:

From perusal of the patient's history sheet and doctor's order sheet of Vedant Hospital, Indore it is clear that DLA had undergone operation of brain tumor in 2012. The doctor's certificate of the said hospital also shows the proximate cause of death from Brain tumor. Thus, it is established from the record that the DLA was suffering from brain tumor for which the DLA had undergone operation in month of January, 2012 prior to the revival of the aforesaid policies but the above facts were not disclosed in the DGH forms submitted by the DLA for revival of the policies. and the above policies were revived on the basis of DGH forms. Thus, it is clear that the DLA/policy holder did not disclose and concealed the above material facts about undergoing operation for his brain tumor. In these

circumstances, the respondent is not liable to pay death claim. Though, the respondent was/is ready to pay the paid up value of Rs.7 lacs under the policy documents but same was not agreeable by the complainant.

Under the aforesaid facts & circumstances, material on record and submissions made, I am therefore of the considered view that the decision of the respondent company to repudiate the death claim of the complainant under policy terms & conditions is perfectly justified and is sustainable. Hence, the complainant is not entitled for the relief as prayed for. In the result, the complaint stands dismissed accordingly.

Case No. BHP-L-036-1314-0236

Mrs. Prema

V/s

Reliance Life Insurance Co. Ltd

Award Dated : 04/03/2015

Facts: The complainant's husband Late Chhatar Singh had taken two policies bearing no.18896197 and 50064546 with date of commencement 16/04/2011 and 12/04/2012 respectively for sum assured Rs. 8,00,000/- and Rs. 4,50,000/- respectively from the respondent company. The husband of complainant died on 11/10/2012. Thereafter, she lodged the death claim before the respondent company which was repudiated by the respondent company.

For the sake of natural justice, hearing was held at Indore Camp office. The complainant was present and who has narrated the facts as mentioned in the complaint. Nobody appeared on behalf of the respondent. Only the repudiation letter dated 26.08.2013 with respect to death claim of Late Chhatar Singh under the captioned policies sent by the respondent to the complainant is on record.

FINDINGS & DECISION:

The respondent have stated in their repudiation letter dated 26/08/2013 that the claim was repudiated as there was gross misstatement of occupation and income as mentioned in the proposal form, had he DLA

disclosed correct information, the policy would have been issued after considering the underwriting guidelines which was observed during investigation. From perusal of the proposal form (xerox copy) with respect to policy no. 50064546, it transpires that the DLA had shown his annual income as Rs.2 lacs and source of income as land owner while the proposal form (xerox copy) with respect to policy no. 18896197 shows the annual income of DLA as Rs1.70 lacs showing source of income business. The complainant has brought on record the document showing the DLA as land owner of the land under Khata No. 33 measuring 1.67 acre with share of 8 Aana in six Khasara No.s which means that in the proposal with respect to policy no. 50064546 the source of income as a land owner appears to be correct but the annual income can not be ascertained on the basis of said 8 Aana share only in 1.67 Acre land. The particulars of business in other proposal form under policy no. 18896197 has not been given. The entries in both the proposal forms have been filled by the adviser/agent of the company and the DLA had made his signature in Hindi as appears to be not much literate. The company has not brought on record the investigation report also. No doubt, the DLA had signed the proposal forms in which the above particulars have been mentioned but the fact that the DLA had signed in Hindi in English written proposal forms can not be lost sight of. So, the blame cannot be put squarely on the insured alone. There was adequate opportunity for the company to verify/check the above important information regarding occupation and annual income of DLA after submitting the proposal form before underwriting. Therefore, keeping the above deliberations in mind, I feel just and proper to allow the claim on an Ex-gratia basis for Rs.2 lacs only as full and final settlement of the claim under the policy.

Hence, the respondent Reliance Life Insurance Company Ltd. is directed to allow the claim on an ex-gratia basis and pay Rs.2 lacs(Two Lacs) only as full and final settlement of the claim under the policy to the complainant within 15 days from the date of receipt of acceptance letter

from the complainant failing which it will attract simple interest of 9% p.a. from the date of this order till the date of actual payment.

Award/Order : Allowed on ex-gratia basis.

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Case No. BHP-L-029-1314-0232

Mrs. Resham Bai

V/s

Life Insurance Corporation of India

Award Dated : 11/03/2015

Facts: The complainant's husband late Hari Singh Choudhary had taken a policy bearing no. 345354364 for sum assured Rs.1,00,000 with date of commencement 28.11.2007 from the respondent company. It is further said that her husband died on 16/05/2012. Thereafter, she lodged the death claim before the respondent company but the respondent company has rejected her death claim under the policy. The complaint was registered. The prescribed forms were issued and replies have been received.

The respondent in their SCN have stated about the issuance of the said policy under which the death claim was made. The said policy was revived on 17/07/2010 on the strength of DGH and Medical Examiner's Confidential Report dated 17/07/2010. Being an early claim, the claim investigation was done and during investigation it was found that the DLA had undergone Nephrectomy in July 2011 and was suffering from "Upper abdominal pain & dribbling of urine" for two years before the operation and was suffering from Haematuria one year prior to the operation and the DLA was known case of renal cell carcinoma in July 2011 for last one year.

FINDINGS & DECISION:

On scrutiny of the DGH it is observed in reply to Q.No.3 the DLA had answered "NO" (Nahi) regarding her ailment/ illness for more than a week and treatment, surgery, accident, ECG, X-ray etc and the DLA had answered "yes" regarding his present good health and the DLA had also given answer in "No" against the questions regarding his any ailment and treatment during his medical examination by the panel doctor of LIC as

apparent from Medical Examiner's Report but on perusal of the Indoor Notes & Treatment papers of Dhiraj General Hospital, it is apparent that the DLA was admitted on 19/07/2011 and was suffering from "Upper abdominal pain & dribbling of urine" for two years before the operation and was suffering from Haematuria from one year and Nephrectomy was done on 28/07/2011 in the said hospital. The Histopathology report dated 28/07/2011 shows that the DLA was suffering from "abdominal pain & Haematuria from one year" and the final diagnosis was "Transitional Cell Carcinoma of renal Pelvis". From the above medical documents, it is established that the DLA had health issues viz., abdominal pain, dribbling of urine and Haematuria at the time of revival of policy in July, 2010, though he was diagnosed to have renal carcinoma after Nephrectomy operation in July 2011 which was concealed/ not disclosed in the DGH for at the time of revival of the aforesaid policy.

Under the aforesaid facts & circumstances, material on record and submissions made, I am therefore of the view that the decision of the company to reject the death claim of the complainant under policy terms & conditions is perfectly justified and is sustainable. Hence, the complainant is not entitled for the relief as prayed for. In the result, the complaint stands dismissed accordingly.

Award/Order : Dismissed

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Case No. BHP-L-029-1415-0495

Mrs. Shalini Jain

V/s

Life Insurance Corporation of India

Award Dated : 17/03/2015

Facts: The complainant's husband Late Mr. Rajesh Kumar Jain had taken policies bearing no. 350791107, 353565675, 351572428 and 354566744 for sum assured Rs.25,000/-, Rs.5,00,000/-, Rs.1,00,000/- and Rs.25,00,000/- respectively with commencement date 28.12.93, 28.03.2010, 19.03.99 and 15.07.2011 respectively on payment of premium Rs.1,585/-, 21,252/-, 5,332/- and 38,616/- respectively from the respondent company. It is further said that her husband died on

17.05.2013 from drowning in swimming pool at Bangkok (Thailand). Thereafter, she lodged the death claim with accident benefit before the respondent but they gave only death benefit and repudiated the accident benefit.

The insurer have submitted the SCN about three policies no. 350791107, 353565675, 351572428 only and has not mentioned anything about one other policy no. 354566744 which have been clearly mentioned in the complaint for claim under the said other policy. The insurer have stated in their SCN that the cause of death of policyholder as per papers available was due to drowning in swimming pool at Bangkok, Thailand (as per death certificate of the policy holder) but since the cause of death is not established by the doctors, the cause of death could not be concluded. Hence, the accident benefit claim has been rejected.

FINDINGS AND DECISION:

From perusal of the complaint, it appears that the complainant has stated about the cause of death of her husband due to drowning in swimming pool of a hotel in Bangkok (Thailand) on 17.05.2013. The record of Bumrungrad International Hospital dated 12.05.2013 shows that patient was admitted in the said hospital since 12.05.2013 due to drowning and was in ICU and unconscious. The medical certificate of death issued by the physician of the said hospital on 17.05.2013 shows that Mr. Rajesh Kumar Jain had passed away and the cause of death "appears to be drowning" which reflects that the cause of death was not ascertained by the said physician of the said hospital rather it was found "appeared" to be drowning. The translated copy of scan copy of death certificate containing Garuda Emblem shows the cause of death "Brain death due to history of drowning" on the basis of document certifying death : available no. 310/56 the xerox copy of which is available on the record. The translated copy of the Autopsy report at the scene of dead person Mr. Rajesh Kumar Jain, the DLA shows that the body was found on 17th May, 2013 time of Autopsy 2.20 hrs the body was found at Bumrungrad Hospital and time of report 01.45 hrs and "the condition of body and surrounding at the scene was of

the male foreigner dead person, young age, fat, wear hospital shirt, turn face up on the hospital bed, undetected wound in significant area, found that he wore the respiration on the mouth, undetected hardly muscles after decease found some the postmortem hypostasis around back of the body and as per physician opinion primary cause of death has been mentioned as "do not know the cause of death" and estimated time of death ½-1 hour. The certificate dated 17.05.2013 issued by Embassy of India, Bangkok clearly shows that the Embassy of India made no objection to the complainant, the wife of DLA having passport no. K4897772 dated 31.07.2012 issued at Bhopal to collect postmortem report, death certificate and the dead body of Mr.Rajesh Kumar Jain for transportation to India but the complainant has not filed the vital document "the postmortem examination report" of the DLA to the respondent company nor to this forum and has tried to show the reason that it was not given to her while copy of several documents of the said country like hospital records, daily case report of national police bureau, death certificate, autopsy report at the scene related to the DLA before death and after death have been brought on record except the postmortem report. From perusal of the SCN, it transpires that the respondent have relied upon the Autopsy report at the scene given by the medical examiner of Autopsy Centre of Chulalongkorn University, Bangkok showing that they do not know the primary cause of death. Thus, from the material available on the record, it is inferred that the cause of death could not be ascertained and to my mind, the cause of death can only be ascertained by PM examination report which is not made available on the record by the complainant for the reasons best known to the complainant. Since, from the record and oral submissions, the cause of death has been made disputed as the complainant has asserted the cause of death from drowning which has been challenged by the respondent company relying on the Autopsy report at the scene of the DLA and from the available documents, it cannot be ascertained under what circumstances the incident happened and whether the death was on account of an accident or normal death and the above

disputed facts can only be decided by adducing evidence (oral and documentary). This Forum has got limited authority under the RPG Rules 1998. Since, the respondent have not clarified about the claim made for accident benefit under policy no. 354566744 in the SCN which requires decision by the respondent company on the basis of documents submitted by the complainant earlier at the time of making claim which are available in their record because no finding can be given with respect to the claim made under the aforesaid other policy in this case for want of any reply about the claim made under the aforesaid other policy.

Hence, under the aforesaid discussed facts and circumstances, the complaint is dismissed relating to the claim made under three policies no. 350791107, 353565675, 351572428 only with a liberty to the complainant to approach some other Forum/Court to resolve the subject matter of dispute and the respondent company is directed to decide the claim made under the rest policy no. 354566744 on the basis of documents submitted by the complainant earlier within one month from date of receipt of this order under intimation to the complainant.

Award/Order : Dismissed

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Case No. BHP-L-009-1415-0147

Mr. Shiv Prasad Dhakad

V/s

Birla Sun Life Insurance Co. Ltd.

Award Dated : 17/03/2015

Facts: The complainant's father Late Mr. Ram Lal Dhakad had taken policies bearing no. 005267009 and 005268595 for sum assured Rs.3,00,000/- for each policy with commencement date 26.12.2011 for each policy on payment of premium Rs.22,386.77 for each policy on yearly mode after medical checkup from the respondent company in which complainant is nominee. It is alleged that his father died on 26.12.2012. Thereafter, he lodged the claim before the respondent but they repudiated the death claim on the ground of concealment of material facts of previous ailment.

The respondent have contended in their SCN that an investigation was conducted and during the course of the investigation, the respondent came to know that the DLA was suffering from "Lung Cancer" since November 2011 and it was also suppressed by the DLA that he had taken treatment from Maharana Bhupal Govt. Hospital, Udaipur and was admitted for 7 or 8 days starting from 15.11.2011 where he was admitted due to complaints of abdominal pain since two months and annoxeria since one year, fever vomiting etc.

FINDINGS AND DECISION:

On perusal of the proposal form (xerox copy), it is clear that the DLA had answered in negative i.e. 'NO' in reply to Q.No.11 (A) to (G) regarding absence from place of work, current or previous treatment, surgical operation, physical defects, diagnosed disease, medical advice and had also answered in Negative i.e. "NO' in reply to Q.no.14 (i)(a) to (c),(ii) (a) to (n) and (iii) regarding his medical history relating to any disease within past five years and consultation as well as treatment received, while the medical documents of Maharana Bhupal Government Hospital, Udaipur from dated 15.11.2011 and onwards dates clearly show that the DLA was suffering from CA Lung with Hepatic Metastases but the same was not disclosed in the proposal form by the DLA. Thus, it is established that the DLA had concealed and did not disclose above material facts of ailment of CA Lung etc. in his proposal form. Insurance contract is based on the principles of utmost good faith and the DLA had violated the same.

Under the aforesaid facts & circumstances, material on record and submissions made, I am therefore of the view that the decision of the respondent company to repudiate the death claim of the complainant under policy terms & conditions is perfectly justified and is sustainable. Hence, the complainant is not entitled for the relief as prayed for. In the result, the complaint stands dismissed accordingly.

Award/Order : Dismissed

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Case No. BHP-L-029-1415-0470

Ms. Tanu Tiwari

V/s

Life Insurance Corporation of India

Award Dated : 12/03/2015

Facts:

The complainant's Mother Late Smt. Chhaya Tiwari had taken a policy bearing no. 354647158 with date of commencement 28.04.2012 for death benefit sum assured Rs. 8,62,500/- under main plan on payment of premium amount Rs.41,434/- on yearly mode from the respondent company. It is further said that her mother died on 05.01.2013. Thereafter, she lodged the death claim before the respondent but respondent have not paid the death claim nor any reply has been given by the respondent.

The respondent have stated in their SCN that the cause of death of DLA was cancer and this is an early death claim case and after receiving the requirements of early death claim, the case has been referred to Divisional Office-Dispute redressal committee for decision of death claim and will be decided soon.

FINDINGS AND DECISION:

From perusal of the record SCN, it is apparent that after receiving the requirement of early death claim, the case has been referred to Divisional Office Dispute Redressal committee for decision of death claim which will be decided soon. Thus, it is clear that no final decision has been taken with regard to the death claim of the complainant. Hence, this complaint is premature and is liable for dismissal. Hence, the complaint stands dismissed as premature and the respondent company L.I.C. of India is directed to decide the claim on the basis of the required documents submitted/ to be submitted by the complainant within one month from date of receipt of this order under intimation to the complainant and to this forum. However, if the complainant is not satisfied with the decision of the respondent, she is at liberty to approach to this forum or to any other forum/ court by filing a fresh complaint for redressal of her grievance within period of limitation.

Award/Order : Dismissed

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Case No. BHP-L-032-1314-0318

Ms. Tarleen Kaur

V/s

Max Life Insurance Co. Ltd

Award Dated : 11/03/2015

Facts: The complainant's, grandfather late Pritam Singh had taken a policy bearing No. 494962863 under plan "Smart Assure Premium (Unit Linked Investment Plan)" with effective date of coverage 21/10/2008 for sum assured Rs.2,00,000/- and on payment of half-yearly premium amount Rs.10,000/- from the respondent insurance company. The life assured expired on 21/09/2011 and the complainant preferred death claim before the respondent company but death claim was rejected by the respondent on the ground that the policy was in lapsed conditions as on the date of death

The respondent have stated in their SCN that due to non-payment of renewal premium due 21/04/2011 the policy had lapsed and since the policy was in lapse mode, the complainant is not entitled to the death claim under the policy. The respondent have stated that as per policy conditions, clause 14.2 the policy had lapsed and no claim is payable under the policy.

FINDINGS & DECISION:

It is clear from the record that the policy was in lapsed condition as on the date of death on 21.09.2011 due to not payment of renewal premium by the DLA/policy holder which was due on 21.04.2011 so, no claim is payable as per terms and conditions of the policy document.

Hence, the complainant is not entitled for the relief as prayed for. In the result, the complaint stands dismissed accordingly.

Award/Order : Dismissed

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Case No. BPL-L-006-1415-0149

Mrs. Usha Joshi

V/s

Bajaj Alliage Life Insurance Co.Ltd

Award Dated : 20/03/2015

Facts : The complainant's daughter Ku. Sonu Joshi had taken a policy bearing No. 0290699944 on 31.12.2012 for sum assured Rs.1,00,000/- with commencement date of 03.01.2013 for a term of 15 years from the respondent insurance company. It is further said that her daughter died on 19.07.2013. Thereafter, she lodged the death claim before the respondent company but the respondent company has repudiated the death claim under the policy on the ground of Non disclosure of material facts of pre-proposal illness.

The insurer in their SCN have stated that the claim was repudiated as "Non-disclosure of pre-proposal diagnosis/ illness of life assured where she had hemorrhage in the pontine region with mid brain & cerebellar extension with known case of Diabetes Mellitus".

FINDINGS & DECISION:

From perusal of the Unique Super Specialty Centre (Neema Hospitals Pvt. Ltd.) doctor's order sheet dated 23.06.2013 shows diagnosis of HTN/Brain Storm Bleed C/o sudden onset of LOC.H. around 2 pm. As per the Spiral CT scan Brain report dated 23.06.2013 "An acute intracerebral haematoma was found present in the pontine region with the haemorrhage was extending in adjacent midbrain and cerebellum. The case summary of Choithram Hospital, Indore shows "known diabetic but not HTN after admission in CHRC after referred from Unique hospital with H/O sudden unconsciousness and 2-3 episodes of seizures on 23.06.2013" and date of admission has been mentioned as 23.06.2013 and in Doctor's order sheet of the said hospital dated 10.07.2013 shows that it has been found mentioned about CT brain "the present study is compared with previous study dated 29 June, 2012" but no other previous relevant treatment papers along with report of CT brain said to have been shown on 29.06.2012 have not been brought on the record by the respondent to

ascertain any previous ailment of brain existed before inception of party. So, the benefit will go to the complainant for want of any medical document dated 29.06.2012. The respondent company has also failed to bring on record any document showing that the DLA was suffering from Diabetes Mellitus prior to making the proposal for insurance. The cause of death has been shown from Brain Hemorrhage which is clear from the sudden onset of LOCH.H. about 2 pm as per report dated 23.06.2012 of the said Neema Hospital. Thus, it is established that the respondent company has failed to prove about non disclosure of material facts at the time of proposal stage by the DLA.

In these circumstances, the respondent is liable to make payment of death claim to the complainant.

In the result, the complaint is allowed.

Award/Order : Allowed

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BHUBANESWAR OMBUDSMAN CENTRE

Complaint No-21-001-1793 Death Claim

Sri Ajaya Kumar Dash Vs L.I.C. Of India (Bhubaneswar D.O.)

Award dated 17th October,2014

FACT:- In brevity, the case of the complainant is that in the year 2011, the DLA purchased Jeevan Akshya-VI policy from the OP by paying a single premium of RS 200000/-. Subsequently the OP began to pay annuity to the holder as per the terms and conditions of the policy. After the death of DLA, the complainant, being the nominee submitted all the relevant papers for return of the purchase price on 11.08.2012 but OP wrongly deducted paid annuity from the purchase price and unnecessarily delayed in processing the claim and made payment through NEFT on 05.11.2012. Under such contingency the complainant approached this forum claiming payment of proper purchase price together with interest @ 10% per annum for such delayed payment.

But at the hearing OP's representative states that the OP is liable to pay annuity for the completed month and not for the broken period. After due calculation, the purchase price has been rightly returned to the nominee and admits that there has been a little delay in processing the claim.

AWARD:- After a careful scrutiny of the photo-copy of the relevant policy, the honorable ombudsman opines that the date of first annuity payment of Rs 1177/- is 26.05.2011 and the due date is 01.06.2011. It is quite apparent from the face of the policy that where the annuity ceases or determines on the death of the annuitant, no part of the said annuity shall be payable or paid for such time as may elapse between the date of payment immediately preceding the death of annuitant and day of his/her death. This is the basic condition upon which the policy is issued. Obviously both the parties must abide by the said condition.

Since 26.04.2011 is the date of commencement of the policy and since because 26.05.2011 is the date of first annuity payment and 01.06.2011 is the due date, the annuitant is entitled to get first annuity relating to the first annuity cycle commencing from 26.04.2011 to 25.05.2011 on 01.06.2011. In this way he is entitled to get annuity for 13 completed cycles which ends on 25.5.2012. Since death occurred on 20.06.2012, as per the condition mentioned above, he is not entitled to get annuity for the period commencing from 26.05.2012 till the date of his death i.e. 20.06.2012.

The OP for the purpose of administrative convenience or otherwise, paid the annuity for the first cycle amounting to Rs 1177/- along with the annuity for broken period commencing from 26.05.2011 to 31.05.2011 which amounts to Rs 196/-, on the first due date i.e. 01.06.2011. Then it continued to pay subsequent

annuities in a chronological manner, almost on the first date of every month. Although the death of the annuitant occurred on 20.06.2012, the OP continued to make annuity payment till 01.09.2012. Since the OP has already paid annuity for the broken period along with the annuity for the first cycle, it has added Rs.967/- being the annuity for the period from 01.05.2012 to 25.05.2012 and subtracted annuity for 13th, 14th, 15th, 16th and 17th cycle. However by adopting this procedure the OP made less payment of (Rs 1177.00-196.00-967.00=) Rs 14/-, to which the complainant is entitled.

As regards the complainant's claim of interest, we may refer to Clause 8 of IRDA (Protection of policy holder's interest,) Regulations ,2002) . It clearly lays down that a claim under a life policy shall be paid or be disputed giving all the relevant reasons, within 30 days from the date of receipt of all relevant papers and clarifications required. In the present case the complainant submitted all relevant papers on 11.08.2012 . Obviously, his claim should have been paid by 10.09.2012. But the OP returned the purchase price belatedly on 01.11.2012. As per the said regulations, the OP is liable to pay interest on the entitled purchase price at a rate which is 2% above the then Bank rate for the period from 11.09.2012 to 31.10.2012 to the complainant. Hence the complaint is allowed in part. The OP is hereby directed to pay the amount as indicated above without least delay.

BHUBANESWAR OMBUDSMAN CENTRE

Complaint No-21-001-1796 Death Claim

Smt Jayashree Dash Vs L.I.C. Of India (Bhubaneswar D.O.)

Award dated 22nd October,2014

FACT:- In brevity, the case of the complainant is that in the year 2011, the DLA purchased Jeevan Akshya-VI policy from the OP by paying a single premium of RS 200000/-. Subsequently the OP began to pay annuity to the holder as per the terms and conditions of the policy. After the death of DLA on 20.06.2012 , the complainant, being the nominee submitted all the relevant papers for return of the purchase price on 11.08.2012 but OP wrongly deducted paid annuity from the purchase price and unnecessarily delayed in processing the claim and made payment through NEFT on 05.11.2012 . Under such contingency the complainant approached this forum claiming payment of proper purchase price together with interest @ 10% per annum for such delayed payment.

But at the hearing OP's representative states that the OP is liable to pay annuity for the completed month and not for the broken period. After due calculation, the purchase price has been rightly returned to the nominee and admits that there has been a little delay in processing the claim.

AWARD:- After a careful scrutiny of the photo-copy of the relevant policy ,the honorable ombudsman opines that the date of first annuity payment of Rs 1177/- is 26.05.2011 and the due date is 01.06.2011. It is quite apparent from the face of the policy that where the annuity ceases or determines on the death of the annuitant, no part of the said annuity shall be payable or paid for such time as may elapse between the date of payment immediately preceding the death of annuitant and day of his/her death. This is the basic condition upon which the policy is issued. Obviously both the parties must abide by the said condition.

Since 26.04.2011 is the date of commencement of the policy and since because 26.05.2011 is the date of first annuity payment and 01.06.2011 is the due date , the annuitant is entitled to get first annuity relating to the first annuity cycle commencing from 26.04.2011 to 25.05.2011 on 01.06.2011. In this way he is entitled to get annuity for 13 completed cycles which ends on 25.5.2012. Since death occurred on 20.06.2012 , as per the condition mentioned above, he is not entitled to get annuity for the period commencing from 26.05.2012 till the date of his death i.e. 20.06.2012.

The OP for the purpose of administrative convenience or otherwise, paid the annuity for the first cycle amounting to Rs 1177/- along with the annuity for broken period commencing from 26.05.2011 to 31.05.2011 which amounts to Rs 196/-, on the first due date i.e. 01.06.2011. Then it continued to pay subsequent annuities in a chronological manner, almost on the first date of every month. Although the death of the annuitant occurred on 20.06.2012, the OP continued to make annuity payment till 01.09.2012. Since the OP has already paid annuity for the broken period along with the annuity for the first cycle, it has added Rs.967/- being the annuity for the period from 01.05.2012 to 25.05.2012 and subtracted annuity for 13th , 14th , 15th , 16th and 17th cycle. However by adopting this procedure the OP made less payment of (Rs 1177.00-196.00-967.00=) Rs 14/-, to which the complainant is entitled.

As regards the complainant's claim of interest, we may refer to Clause 8 of IRDA (Protection of policy holder's interest,) Regulations ,2002) . It clearly lays down that a claim under a life policy shall be paid or be disputed giving all the relevant reasons, within 30 days from the date of receipt of all relevant papers and clarifications required. In the present case the complainant submitted all relevant papers on 11.08.2012 . Obviously, his claim should have been paid by 10.09.2012. But the OP returned the purchase price belatedly on 29.10.2012. As per the said regulations, the OP is liable to pay interest on the entitled purchase price at a rate which is 2% above the then Bank rate for the period from 11.09.2012 to 29.10.2012 to the complainant. Hence the complaint is allowed in part. The OP is hereby directed to pay the amount as indicated above without least delay.

BHUBANESWAR OMBUDSMAN CENTRE

Complaint No-21-001-1794 Death Claim

Sri Amiya Kumar Dash Vs L.I.C. Of India (Bhubaneswar D.O.)

Award dated 20nd October,2014

FACT:- In brevity, the case of the complainant is that in the year 2011, the DLA purchased two numbers of Jeevan Akshya-VI policy from the OP by paying single premium of Rs 200000/-each . Subsequently the OP began to pay annuity to the holder as per the terms and conditions of the policy. After the death of DLA on 20.06.2012 , the complainant, being the nominee and appointee (as nominee was minor) submitted all relevant papers for return of the purchase price on 11.08.2012 for policy 587723504 and on 17.08.2012 for policy 587723505, but OP wrongly deducted paid annuity from the purchase price and unnecessarily delayed in processing the claim and made payment through NEFT on 31.10.2012 . Under such contingency the complainant approached this forum claiming payment of proper purchase price together with interest @ 10% per annum for such delayed payment.

But at the hearing OP's representative states that the OP is liable to pay annuity for the completed month and not for the broken period. After due calculation, the purchase price has been rightly returned to the nominee and admits that there has been a little delay in processing the claim.

AWARD:- After a careful scrutiny of the photo-copy of relevant policies ,the honorable ombudsman opines that,in both the policies the date of commencement being 20.05.2011 , the date of first annuity payment of Rs1177/- is 20.06.2011 and the due date is 01.07.2011. It is quite apparent from the face of the policy that where the annuity ceases or determines on the death of the annuitant, no part of the said annuity shall be payable or paid for such time as may elapse between the date of payment immediately preceding the death of annuitant and day of his/her death. This is the basic condition upon which the policy is issued. Obviously both the parties must abide by the said condition. Since 20.05.2011 is the date of commencement of the policies and since because 20.06.2011 is the date of first annuity payment and 01.07.2011 is the due date , the annuitant is entitled to get first annuity relating to the first annuity cycle commencing from 20.05.2011 to 19.6.2011 on 01.07.2011. In this way he is entitled to get annuity for 13 completed cycles which ends on 19.06.2012. Since death occurred on 20.06.2012 , as per the condition mentioned above, he is not entitled to get annuity for 20.06.2012

The OP for the purpose of administrative convenience or otherwise, paid the annuity for the first cycle amounting to Rs 1177/- along with the annuity for broken period commencing from

20.06.2011 to 30.06.2011 which amounts to Rs 456/-, on the first due date i.e. 01.07.2011 on both the policies. Then it continued to pay subsequent annuities in a chronological manner, almost on the first date of every month. Although the death of the annuitant occurred on 20.06.2012, the OP continued to make annuity payment till 01.09.2012. Since the OP has already paid annuity for the broken period along with the annuity for the first cycle, it has added Rs.735/- being the annuity for the period from 01.06.2012 to 19.06.2012 and subtracted annuity for 13th , 14th , 15th and 16th cycle on both policies. However by adopting this procedure the OP made excess payment of (Rs 1177.00-456.00-735.00=) Rs 14/-, each on both policies to complainant.

As regards the complainant's claim of interest, we may refer to Clause 8 of IRDA (Protection of policy holder's interest,) Regulations ,2002) . It clearly lays down that a claim under a life policy shall be paid or be disputed giving all the relevant reasons, within 30 days from the date of receipt of all relevant papers and clarifications required. In the present case the complainant submitted all relevant papers on 11.08.2012 for policy 587723504 and on 17.08.2012 for policy 587723505. Obviously, his claim should have been paid by 10.09.2012 and 16.09.2012 respectively. But the OP returned the purchase price belatedly on 29.10.2012 against both policies. As per the said regulations, the OP is liable to pay interest on the entitled purchase price at a rate which is 2% above the then Bank rate for the period from 11.09.2012 to 29.10.2012 as against policy No.587723504 and for the period from 17.09.2012 to 29.10.2012 as against policy No.587723505 to the complainant. Hence the complaint is allowed in part. The OP is hereby directed to pay the amount as indicated above without least delay.

BHUBANESWAR OMBUDSMAN CENTRE

Complaint No-21-001-1797 Death Claim

Smt Bijaya Laxmi Dash Vs L.I.C. Of India (Bhubaneswar D.O.)

Award dated 24th October,2014

FACT:- In brevity, the case of the complainant is that in the year 2011, the DLA purchased Jeevan Akshya-VI policy from the OP by paying a single premium of RS 200000/-. Subsequently the OP began to pay annuity to the holder as per the terms and conditions of the policy. After the death of DLA on 20.06.2012, the complainant, being the nominee submitted all the relevant papers for return of the purchase price on 11.08.2012 but OP wrongly deducted paid annuity from the purchase price and unnecessarily delayed in processing the claim and made payment through NEFT on 31.10.2012. Under such contingency the complainant approached this forum claiming payment of proper purchase price together with interest @ 10% per annum for such delayed payment.

But at the hearing OP's representative states that the OP is liable to pay annuity for the completed month and not for the broken period. After due calculation, the purchase price has been rightly returned to the nominee on 29.10.2012 and admits that there has been a little delay in processing the claim.

AWARD:- After a careful scrutiny of the photo-copy of the relevant policy, the honorable ombudsman opines that the date of first annuity payment of Rs 1177/- is 20.06.2011 and the due date is 01.07.2011. It is quite apparent from the face of the policy that where the annuity ceases or determines on the death of the annuitant, no part of the said annuity shall be payable or paid for such time as may elapse between the date of payment immediately preceding the death of annuitant and day of his/her death. This is the basic condition upon which the policy is issued. Obviously both the parties must abide by the said condition.

Since 20.05.2011 is the date of commencement of the policy and since because 20.06.2011 is the date of first annuity payment and 01.07.2011 is the due date, the annuitant is entitled to get first annuity relating to the first annuity cycle commencing from 20.05.2011 to 19.06.2011 on 01.07.2011. In this way he is entitled to get annuity for 13 completed cycles which ends on 19.6.2012. Since death occurred on 20.06.2012, as per the condition mentioned above, he is not entitled to get annuity for 20.06.2012.

The OP for the purpose of administrative convenience or otherwise, paid the annuity for the first cycle amounting to Rs 1177/- along with the annuity for broken period commencing from

20.06.2011 to 30.06.2011 which amounts to Rs 456/-, on the first due date i.e. 01.07.2011. Then it continued to pay subsequent annuities in a chronological manner, almost on the first date of every month. Although the death of the annuitant occurred on 20.06.2012, the OP continued to make annuity payment till 01.09.2012. Since the OP has already paid annuity for the broken period along with the annuity for the first cycle, it has added Rs.735/- being the annuity for the period from 01.06.2012 to 19.06.2012 and subtracted annuity for 13th , 14th , 15th and 16th cycle. However by adopting this procedure the OP made excess payment of (Rs 1177.00-456.00-735.00=) Rs 14/-, to which the complainant is not entitled.

As regards the complainant's claim of interest, we may refer to Clause 8 of IRDA (Protection of policy holder's interest,) Regulations ,2002) . It clearly lays down that a claim under a life policy shall be paid or be disputed giving all the relevant reasons, within 30 days from the date of receipt of all relevant papers and clarifications required. In the present case the complainant submitted all relevant papers on 11.08.2012 . Obviously, his claim should have been paid by 10.09.2012. But the OP returned the purchase price belatedly on 29.10.2012. As per the said regulations, the OP is liable to pay interest on the entitled purchase price at a rate which is 2% above the then Bank rate for the period from 11.09.2012 to 29.10.2012 to the complainant. Hence the complaint is allowed in part. The OP is hereby directed to pay the amount as indicated above without least delay.

BHUBANESWAR OMBUDSMAN CENTRE

Complaint No-21-001-1795 Death Claim

Smt Anuradha Dash Vs L.I.C. Of India (Bhubaneswar D.O.)

Award dated 21st October,2014

FACT:- In brevity, the case of the complainant is that in the year 2011, the DLA purchased Jeevan Akshya-VI policy from the OP by paying a single premium of RS 200000/-. Subsequently the OP began to pay annuity to the holder as per the terms and conditions of the policy. After the death of DLA on 20.06.2012 , the complainant, being the nominee submitted all the relevant papers for return of the purchase price on 11.08.2012 but OP wrongly deducted paid annuity from the purchase price and unnecessarily delayed in processing the claim and made payment through NEFT on 19.11.2012 . Under such contingency the complainant approached this forum claiming payment of proper purchase price together with interest @ 10% per annum for such delayed payment.

But at the hearing OP's representative states that the OP is liable to pay annuity for the completed month and not for the broken period. After due calculation, the purchase price has been rightly

returned to the nominee on 15.11.2012 and admits that there has been a little delay in processing the claim.

AWARD:- After a careful scrutiny of the photo-copy of the relevant policy ,the honorable ombudsman opines that the date of first annuity payment of Rs 1177/- is 20.05.2011 and the due date is 01.06.2011. It is quite apparent from the face of the policy that where the annuity ceases or determines on the death of the annuitant, no part of the said annuity shall be payable or paid for such time as may elapse between the date of payment immediately preceding the death of annuitant and day of his/her death. This is the basic condition upon which the policy is issued. Obviously both the parties must abide by the said condition.

Since 20.04.2011 is the date of commencement of the policy and since because 20.05.2011 is the date of first annuity payment and 01.06.2011 is the due date , the annuitant is entitled to get first annuity relating to the first annuity cycle commencing from 20.04.2011 to 19.05.2011 on 01.06.2011. In this way he is entitled to get annuity for 14 completed cycles which ends on 19.6.2012. Since death occurred on 20.06.2012 , as per the condition mentioned above, he is not entitled to get annuity for 20.06.2012.

The OP for the purpose of administrative convenience or otherwise, paid the annuity for the first cycle amounting to Rs 1177/- along with the annuity for broken period commencing from 20.05.2011 to 31.05.2011 which amounts to Rs 432/-, on the first due date i.e. 01.06.2011. Then it continued to pay subsequent annuities in a chronological manner, almost on the first date of every month. Although the death of the annuitant occurred on 20.06.2012, the OP continued to make annuity payment till 01.10.2012. Since the OP has already paid annuity for the broken period along with the annuity for the first cycle, it has added Rs.735/- being the annuity for the period from 01.06.2012 to 19.06.2012 and subtracted annuity for 14th , 15th , 16th ,17th and 18th cycle. However by adopting this procedure the OP made less payment of (Rs 1177.00-432.00-735.00=) Rs 10/-, to which the complainant is entitled.

As regards the complainant's claim of interest, we may refer to Clause 8 of IRDA (Protection of policy holder's interest,) Regulations ,2002) . It clearly lays down that a claim under a life policy shall be paid or be disputed giving all the relevant reasons, within 30 days from the date of receipt of all relevant papers and clarifications required. In the present case the complainant submitted all relevant papers on 11.08.2012 . Obviously, his claim should have been paid by 10.09.2012. But the OP returned the purchase price belatedly on 15.11.2012. As per the said regulations, the OP is liable to pay interest on the entitled purchase price at a rate which is 2% above the then Bank rate for the period from 11.09.2012 to 15.11.2012 to the complainant. Hence the complaint is allowed in

part. The OP is hereby directed to pay the amount as indicated above without least delay.

BHUBANESWAR OMBUDSMAN CENTRE

**Complaint No-21-004-1854 Death Claim
Smt Ratnamani Nayak Vs ICICI Prudential Life Ins. Co.
Ltd.**

Award dated 21st November, 2014

FACT:-Brief case of the complainant is that, her husband late Sudarshan Nayak took an insurance policy bearing no. 11158366 from the OP for a sum assured of Rs 300000/- commencing from 30.01.2009. The policy covered death benefit as well as critical illness benefit . Unfortunately on 07.04.2012 late Sudarshan Nayak was hospitalized for kidney failure. Subsequently the life assured made a hospitalisation claim and subsequently on 14.07.2012 the life assured died. The complainant being the nominee under the policy, pursued the claim made by her deceased husband. But the OP by letter dated 23.07.2012 repudiated the claim. Under such contingency, the complainant was compelled to approach this forum.

The OP files SCN stating that during course of claim processing, it came to light that the life assured was a known case of Chronic Kidney disease, Hypertension and Diabetes. In spite of that he deliberately, suppressed these material information and allowed the company to accept his personal health declaration form given at the time of reinstatement. Had he disclosed all those material information regarding his health, the OP would not have reinstated the policy. In such circumstances, the claim of the complainant was repudiated .However the OP as a gesture of goodwill and an exceptional case decided to make an ex gratia payment of Rs 15038/- .At the time of hearing before this forum, the complainant remains absent. To substantiate such allegation, the representative appears on behalf of the OP. submitted the photo-copies of the personal health declaration form as submitted by the DLA on dated 10.12.2011 and the medical prescriptions of Dr. J.P.Das and Prof(Dr.) R.N.Sahoo .

AWARD:- I have elaborately gone through all those documents. A minute scrutiny of those documents goes to show that on 07.12.2011 the DLA consulted with Dr.J.P.Das and Prof(Dr.) R.N.Sahoo. It is quite apparent from their medical prescriptions that the DLA was a known Diabetic and was suffering from Hypertension and Chronic Renal Failure. In spite of that the DLA suppressed all those material information and did not disclose the same in the personal health declaration form filled and filed by him on 10.12.2011. In the present context, as rightly pointed by the representative of OP, Clause 5 under the head General conditions of

the relevant policy very well comes into play. The said clause clearly empowers the insurance company to declare the policy void in case of suppression/misstatement /misrepresentation of facts and this would lead to forfeiture of premiums received under the policy. The action taken by the OP appears to be consistent with the terms and conditions of policy which bind both the parties. As such the complaint petition is considered to be devoid of any merit. Hence the Complaint being devoid of any merit, is hereby dismissed.

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BHUBANESWAR OMBUDSMAN CENTRE

Complaint No-24-001-1842 Death Claim

Smt Golap Swain Vs L.I.C.Of India Bhubaneswar

Award dated 24th November, 2014

FACT: In short the case of the complainant is that, her deceased son Sukanta Swain took a life insurance policy bearing no. 588920711 from the OP for a sum assured of Rs 1,25,000/- commencing from 28.10.2009 . Suddenly, the DLA fell ill on 18.12.2009 and took treatment from Mandarbasta P.H.C. . On 24.12.2009 he died. The complainant being the nominee under the policy lodged a death claim which was repudiated by OP. Finding no alternative she approached this forum.

The OP files SCN stating that as per claim form 'B', the DLA died of Rheumatic Hear Disease, Mitral Stenosis with Congestive Cardiac failure. He was suffering from Abdominal pain, joint pain and other complications 2 to 3 years before death. In spite of that he suppressed these material facts and did not disclose the same while taking the policy. So the OP rightly repudiated the death claim.

At the time of hearing the complainant physically appears and states that about 2 to 4 years prior to death, her deceased son Sukanta Swain was suffering from illness. He was suffering from swelling and pain on his knees and joints. So he was taken to Mandarbasta Primary Health centre for 2 to 4 times for treatment. At last the Doctor of the said P.H.C. advised them to go to Cuttack Medical for treatment. The family members tried to arrange money. In the mean while Sukanta Swain died. In spite of submitting all the documents her claim was not settled. According to the Representative appears on behalf of the OP. the DLA was suffering from Rheumatic Heart disease before taking the insurance policy. It is quite apparent from the contents of the claim form 'B' as furnished by herself. The DLA suppressed such material facts while taking the policy. As such the death claim was repudiated.

Here in this case, it is the OP which repudiates the death claim of the complainant on the ground of suppression of material facts. To justify such action it produces the photo-copy of Claim form 'B' attached with medical certificate in claim form 'B1' being submitted by complainant herself. Also a photo-copy of OPD prescription dated 18.12.2009 as submitted by the complainant is filed. I have elaborately gone through those documents along with terms and conditions of the policy as submitted by the OP.

It is seen that the treating Doctor Laxmikanta Mohapatra, Medical officer, Mandarbasta PHC is the author of claim form 'B1'. According to him, the DLA was suffering from breathlessness and swelling of both feet. He had developed weakness and had no interest to work. He had such health complaint since last 5 years. This was the health history of the DLA as depicted by himself. On 18.12.2009 the DLA came to the Doctor for treatment as an outpatient. On that date he was newly detected to be a heart patient and his case was referred to Cardiology Department, S.C.B. Medical College, Cuttack. The prescription dated 18.12.2009 very well supports claim form 'B1'.

AWARD:- On a minute scrutiny of the photo-copy of the relevant proposal form, it is found that the DLA had deliberately suppressed his usual state of health and did not disclose the same while answering to questions relating to his personal history at question no.11. Clause 6 of the policy terms and conditions, clearly provides that in case it is found that any untrue or incorrect statement is contained in the proposal or any material information is withheld then subject to the provision of section 45 of the Insurance Act, the policy shall be void and all claims to any benefit in virtue hereof shall cease and determine. This being so, I do not find any infirmity in the action taken by the OP by repudiating the claim of the complainant. Hence the Complaint being devoid of any merit is hereby dismissed.

BHUBANESWAR OMBUDSMAN CENTRE

Complaint No-21-009-1853 Death Claim

Smt Jharana sasmal Vs Bajaj Allianz Life Ins.Co.Ltd.

Award dated 20th November, 2014

FACT:- The case of the complainant in a nut- shell is that, her deceased husband took an insurance policy bearing no. 0248261648 with S.A Rs 106000/- and date of commencement 22.01.2012 from the OP . Unfortunately on 23.01.2012 the life assured died of heart-choke. The complainant being the nominee under the policy, lodged a claim submitting all the relevant papers. But the OP did not settle the claim .

The OP files SCN stating that prior to taking the policy, the policy holder was suffering from cancer and received treatment for the said disease which was not disclosed in the proposal form. So the OP repudiated the death claim for suppression of material facts.

AWARD:- Since the case of the OP is entirely dependent upon the medical certificate attached , I have minutely gone through it. It is found that the OP on dated 28.08.2012 wrote a letter to the Professor/HOD, Department of Radiotherapy, MKCG Medical College, Berhampur, Ganjam, Odisha in the course of internal investigation conducted with regard to death claim of the DLA. On that letter it was endorsed that as per registration number 904 dated 15.12.2011, corresponding to entry dated 06.09.2012 of the Department of Radiotherapy , one Bidesi Sahu was suffering from cancer of the Buccal Mucosa . The aforesaid endorsement contains signature dated 06.09.2012 and seal of the Professor and Head of the Department, MKCG Medical College & Hospital, Berhampur. Under no stretch of imagination this so called medical certificate of one Bidesi Sahu can be connected with the present DLA Bidesi Sasamal. The OP utterly fails to produce any scrap of papers to show that the DLA Bidesi Sasamal and Bidesi Sahu whose name appears in the so called medical certificate are one and the same person. In such a circumstance the plea of the OP with regard to suppression of the material fact by the DLA fails to find any leg to stand.

Of course it is true that, the complainant has not filed any documentary proof as to cause of death of the DLA. But it is an admitted fact that the DLA died while the insurance policy was effective. Although the OP pleaded existence of prior ailment of cancer in the DLA who suppressed the material fact while taking policy, it got a grand rebuff for want of appropriate evidence. In such circumstances, the OP cannot absolve liability under the policy. Hence the Complaint is allowed. The OP is hereby directed to settle the death claim of the complainant without least delay.

BHUBANESWAR OMBUDSMAN CENTRE

Complaint No-24-001-1831 Death Claim

Smt Annapurna Ojha Vs L.I.C.Of India (Bhubaneswar)

Award dated 24th November, 2014

FACT:- Brief case of the complainant is that, her deceased husband during his life time took four insurance policies from the OP. Unfortunately, on 31.07.2011 he died while undergoing treatment for Hepatic Renal Syndrome and Lever problems at Kalinga Hospital, Bhubaneswar. After his death the complainant lodged death claim before the OP and submitted all relevant papers and documents for the purpose but the OP did not settle her claim.

The OP files SCN stating that the DLA got admitted into Kalinga Hospital, Bhubaneswar on 29.06.2011. He was suffering from Chronic Lever Disease, Anemia, Sepsis Cellulitis, MOF, and Hepatic Renal Syndrome. He died on 31.07.2011. Apparently the Lever disease must have started 5 years back. But the DLA withheld this material information at the time of revival/taking the policies. So the OP repudiated the claim of the complainant.

At the time of hearing before this forum the complainant remains absent. The representative appears on behalf of the OP states that the DLA was suffering from Chronic Lever Disease. The Divisional Medical Referee (DMR) of the OP opined that the Lever disease must have started 5 years back.

AWARD:- As it appears, the OP repudiated the death claim of the complainant, chiefly, on the basis of opinion of the DMR. The photo-copy of the report of the DMR is readily available in the file. I have elaborately gone through the same. The DMR referred the death summary issued by Kalinga Hospital and the Certificate of the treating Doctor Mr.Paresh Kumar Jena which revealed that the case of the DLA was a known case of Chronic Lever disease. According to DMR, Lever Disease cannot become chronic unless the patient might have suffered more than 5 years. Finally he is of opinion that the position can be clarified from the treating Doctor Mr. Paresh Kumar Jena. Clearly, the DMR is dependent on the opinion of the treating Doctor and hence the Opinion of DMR as regards suffering for more than 5 years in the case of a Chronic Lever disease is of no use.

Photo-copy of the Death Summary issued by Kalinga Hospital, Bhubaneswar and the certificate of the treating Doctor Mr.P.K.Jena in claim form 'B', have been filed from the side of the OP. On a minute scrutiny of those documents it is seen that the DLA got admitted into Kalinga Hospital on 29.06.2011 and died on 31.07.2011 while undergoing treatment there. His case was diagnosed to be of Chronic Lever Disease/Anaemia/ Sepsis/Cellulitis/MOF/Hepatic Renal Failure. As per the treating Doctor Mr.Paresh Kumar Jena, the DLA was suffering from all the above diseases only one month before his death. The symptoms of the said illness, such as, fever, Nausea

and breathlessness were first observed by the DLA only 3 days prior to his admission into Kalinga Hospital. Swelling of left leg and yellow colouration of urine were detected only 4 days prior admission. But the policies in question were taken much prior to beginning of the ailments. In such a case it cannot be said that the DLA deliberately suppressed material information regarding his health condition while taking the policies in question. So the plea of the OP on that score is not sustainable at all. Hence the Complaint is allowed. The OP is hereby directed to settle the death claim of the complainant as early as possible.

BHUBANESWAR OMBUDSMAN CENTRE

Complaint No-21-001-1844 Death Claim

Smt Lopamudra Dash Vs L.I.C.Of India Bhubaneswar

Award dated 28th November, 2014

FACT:- In brevity, the case of the complainant is that the DLA had purchased three numbers of Jeevan Akshya-VI policies from the OP bearing nos 589674915,589675153 and 587721972 by paying single premium of Rs 200000/-, 200000/- and 300000/- respectively .

Subsequently the OP began to pay annuity to the holder as per the terms and conditions of the policy. On 20.06.2012 the DLA died. Although the complainant ,being the nominee , submitted the claim papers on 30.07.2012 , the OP made unreasonable delay in returning the purchase price and wrongly deducted the amount of advance annuity paid, from the purchase price and returned the same through NEFT . Under such contingency the complainant approached this forum claiming payment of proper purchase price together with interest @ 10% per annum for such delayed payment. The OP took a positive plea stating that there had been no less payment to the complainant while returning the purchase price of the policies except in respect of policy no 589675153 .

At the time of hearing before this forum, Sri Amiya Kumar Dash, brother-in-law ,appearing on behalf of the complainant states that the OP has wrongly deducted paid annuity from the purchase price and unnecessarily delayed in processing the claim. The representative appears on behalf of the OP states that there has been some delay in making payment in all the policies and the OP is rightly liable to pay interest for delayed payment.

AWARD:- I have elaborately gone through the Policy status in respect of all the policies, filed by the OP . The dates of commencement are 25.09.2007,28.09.2007 &19.04.2011 & the dates of first annuity payment are 25.09.2008 , 28.09.2008 &19.05.2011 and due dates are 01.10.2008 , 01.10.2008 & 1.06.2011 in respect of the above policies respectively. As per the policy , where the annuity ceases or determines on the death of the

annuitant, no part of the said annuity shall be payable or paid for such time as may elapse between the date of payment immediately preceding the death of annuitant and day of his/her death. This is the basic condition upon which the policies are issued. Keeping in view, the terms and conditions of the policies, let us now switch over to the facts and circumstances of the present grievance.

In respect of policy no. 589674915, since 25.09.2007 is the date of commencement of the policy and since because 25.09.2008 is the date of first annuity payment and 01.10.2008 is the due date, the annuitant is entitled to get first annuity relating to the first annuity cycle commencing from 25.09.2007 to 24.09.2008 on 01.10.2008. In this way he is entitled to get annuity for 4 completed cycles which ends on 24.09.2011. Since death occurred on 20.06.2012, as per condition mentioned above, he is not entitled to get annuity for the period from 25.09.2011 to 20.06.2012.

Similarly, in respect of policy no. 589675153, he is entitled to get annuity for 4 completed cycles which ends on 27.09.2011.

In respect of policy no. 587721972, he is entitled to get annuity for 14 completed cycles which ends on 18.06.2012. What has happened in the present case, the OP for the purpose of administrative convenience or otherwise, in respect of policy no. 589674915 paid annuity for the first cycle amounting to Rs 15060/- along with the annuity for broken period commencing from 25.09.2008 to 30.09.2008 amounting to Rs 251/-, on the first due date i.e. 01.10.2008. Although the death of the annuitant occurred on 20.06.2012, the OP continued to make annuity payment till 01.10.2011. These excess payments need be deducted from the purchase price. Since the OP has already paid annuity for the broken period along with the annuity for the first cycle, it has added Rs.14812/- being the annuity for the period from 01.10.2010 to 24.09.2011 and subtracted annuity for 4th and 5th cycle. However by adopting this procedure the OP made excess payment of $(Rs\ 15060.00 - 14812.00 - 251.00) = Rs\ 3/-$ to the complainant.

In respect of policy no. 589675153, OP paid annuity for the first cycle amounting to Rs 15060/- along with the annuity for broken period commencing from 28.09.2008 to 30.09.2008 amounting to Rs 1053/-, on the first due date i.e. 01.10.2008 and the OP continued to make annuity payment till 01.10.2011. These excess payments need be deducted from the purchase price. Since the OP has already paid annuity for the broken period along with the annuity for the first cycle, it has added Rs.13657/- being the annuity for the period from 01.10.2010 to 27.09.2011 and subtracted annuity for 4th and 5th cycle. However by adopting this procedure the OP made less payment of $(Rs\ 15060.00 - 13657.00 - 1053.00) = Rs\ 350/-$ to the complainant.

In respect of policy no. 587721972 OP paid annuity for the first cycle amounting to Rs 1796/- along with the annuity for broken period commencing from 19.05.2011 to 31.05.2011 amounting to Rs 718/-, on the first due date i.e. 01.06.2011. and continued annuity payment till 01.01.2013. These excess payments need be deducted from the purchase price. Since the OP has already paid annuity for the broken period along

with the annuity for the first cycle, it has added Rs.1063/- being the annuity for the period from 01.06.2012 to 18.06.2012 and subtracted annuity for 14th to 21st cycles . However by adopting this procedure the OP made less payment of (Rs 1796.00-718.00-1063.00)= Rs 15/- to the complainant.

1. As regards the complainant's claim of interest, we may refer to Clause 8 of IRDA (Protection of policy holder's interest,) Regulations,2002 . It clearly lays down that a claim under a life policy shall be paid or be disputed giving all the relevant reasons, within 30 days from the date of receipt of all relevant papers and clarifications required. As found from the papers, the complainant submitted all relevant papers on 30.10.2012. Obviously, his claim should have been paid by 30.11.2012. But the OP returned the purchase price belatedly on 11.01.2013 , 24.01.2013 and 19.02.2013 against policies 589674915, 589675153 and 587721972 respectively. As per the said regulations, the OP is liable to pay interest on the entitled purchase price at a rate which is 2% above the then Bank rate for the period from 30.11.2012 to 11.01.2013 against policy No.589674915 , 30.11.2012 to 24.01.2013 against policy No.589675153 and 30.11.2012 to 19.02.2013 against policy no. 587721972 to the complainant. Hence the complaint is allowed in part. The OP is hereby directed to pay the amount as indicated above without least delay.

BHUBANESWAR OMBUDSMAN CENTRE

Complaint No-21-001-1855 Death Claim

Sri Santosh Kumar Agrawalla Vs L.I.C.Of India,Bhubaneswar D.O.

Award dated 11th December, 2014

FACT:- Brief case of the complainant is that in the year 2008 the father of the complainant Madan Lal took a policy bearing no. 589724016 from the OP for a sum assured of Rs 500000/- Unfortunately, he died on 24.12.2010. The complainant being the nominee under the policy, lodged a death claim with the OP. But the OP repudiated the claim on the ground of suppression of material fact by the deceased life assured at the time of taking the policy. Under such contingency, the complainant approached this forum for redressal of his grievance.

The OP files SCN and states that the deceased life assured was suffering from frequent Bronchitis for last 40 years and Class III PND for 1 ½ years, as evident from the prescription of Dr.S.S.L. Bajoria, Cuttack.

At the time of hearing, the complainant physically appears and states that the OP repudiated the death claim on the ground of suppression of material fact by the DLA(who was his father) at the time of taking the

policy. He reiterates that his father had never been a Chronic Bronchitis patient and had no such ailments during his life time. The report of Dr. Gagan Bihari Nayak ,in claim form 'B' as filed by him, clearly reflects the same. As such he is entitled to get the death claim. Sri Saurendra Kumar Mishra, A.O.(CRM) appears on behalf of the OP. According to him, the medical prescription dated 04.01.2009 of Dr. S.S.L. Bajoria of Cuttack clearly depicts that the DLA was suffering from frequent Bronchitis for last 40 years and class III PND for 1 ½ years. The DLA had not disclosed the same while replying to question no. 11 of the proposal form and thereby suppressed such material fact. So the claim was rightly repudiated.

AWARD:- As it appears, the entire dispute arose particularly when the OP on the basis of the prescription dated 04.01.2009 of the Doctor S.S.L.Bajoria of Cuttack came to a finding that the DLA was suffering from Bronchitis for last 40 years and Class III PND for 1 ½ years and in spite of that he did not disclose these material fact in the relevant proposal form while taking the policy in question. But the complainant reiterates that his father (present DLA) was not a chronic Bronchitis patient and had no such ailments during his life time. In the present context he relies upon the Doctor's Certificate as furnished in claim form 'B'. Photo-copies of both the medical documents are readily available in the file. I delve into the contents of those two vital documents so as to reach a definite conclusion on the dispute. Although the Complainant is aware about this medical prescription he does not come forward with any such plea that his father had never consulted with Doctor S.S.L.Bajoria of Cuttack in connection with his disease or health. Rather he lays emphasis on the Doctor's Certificate furnished in claim form 'B'. The author of claim form 'B' is the Doctor Gagan Bihari Nayak, Medical Officer, District Headquarters Hospital, Khurda. According to the Doctor Gagan Bihari Nayak, respiratory failure was the exact cause of death and dyspnea etc. were the symptoms of illness. These information very well tally with the medical prescription dated 04.01.2009 of the Doctor S.S.L.Bajoria.

It is quite apparent that the DLA submitted duly filled in proposal form on 10.03.2008. He negatived almost all the questions of point 11 and answered positively that his usual state of health was good. Obviously he suppressed his suffering from Bronchitis since 40 years and PND since 1 ½ years as revealed in the medical prescription dated 04.01.2009 and did not disclose such material information regarding his health while taking the policy in question from the OP. In the result Clause 5 of the policy condition very well comes into play. As per the said clause, if it is found that any untrue or incorrect statements is contained in the proposal/personal statements, declaration and connected documents or any material information is withheld, then in every such case, subject to the provisions of Section 45 of the Insurance Act, 1938, the policy shall be void and all claims to any benefit in virtue hereof shall cease and determine.

In the case in hand, it was the DLA who suppressed material information regarding his disease and usual state of health. He withhold such information and did not disclose the same in the proposal form while

taking the policy in question. As such the policy which is nothing but an insurance contract becomes void abinitio. The complainant is neither entitled to the relief claimed nor to any other relief whatsoever. Hence
The complaint being devoid of any
merit is dismissed.
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BHUBANESWAR OMBUDSMAN CENTRE

Complaint No-21-006-1893 Death Claim

Sri Dipti Ranjan Jena Vs Birla Sun Life Insurance Co.Ltd

Award dated 22nd December, 2014

FACT:- Brief case of the complainant is that the death claim under policy no 005405967 of his deceased father for a Sum Assured of 45000/- was repudiated by the O.P on the ground of suppression of material facts relating to health by his father at the time of taking the policy. He made a number of correspondence, but in vain. Finally he approached this forum.

The OP files SCN and taking a positive plea that the DLA was suffering from Hypertension and Chronic Kidney disease for which he was hospitalized and had undergone treatment in S.C.B. Medical College and Hospital, Cuttack from 06.01.2012 to 11.01.2012. This material fact was not disclosed by the DLA in the application form while taking the policy.

At the time of hearing, the complainant states that he is entitled to get the death claim from the OP. But necessary medical papers in support of medical treatment are submitted along with SCN by the representative of O.P and states that the DLA had not disclosed these material facts in the proposal/application form while taking the policy. So the claim was rightly repudiated.

Award:-A minute scrutiny of those documents goes to show that the DLA was admitted into S.C.B. Medical College and Hospital, Cuttack on 06.01.2012 and discharged on 11.01.2012 for treatment of Chronic Kidney disease , Hypertension CM LVM. In spite of that the DLA suppressed all those material information and did not disclose the same in the proposal form submitted by him on 25.02.2012.

In the present context, as rightly pointed by the representative of the OP, the relevant clause of the policy terms and conditions under the head " Validity and Non-disclosure" comes in to play. The said clause clearly empowers the OP to terminate the contract ab initio or deny the claim, in case of non-disclosure/misstatement ,subject to the provisions of Section 45 of the Insurance Act,1938. The action taken by the OP appears to be consistent with terms and conditions of the policy which bind both the parties. As such, the complainant is

not entitled to death claim. Hence the complaint being devoid of any merit is dismissed.

BHUBANESWAR OMBUDSMAN CENTRE

Complaint No-24-001-1852 Death Claim

Smt Kantilata Rout VS L.I.C Of India Bhubaneswar D.O

Award dated 9th December, 2014

Fact:-Brief case of the complainant is that, in the year 2006 her son Late Pradeep Kumar Rout took a life insurance policy bearing no. 588109950 from the OP for a Sum Assured of Rs 50000/- commencing from 15.12.2006 . The complainant being the nominee under the policy lodged death claim with the OP as his son died on 01.03.2012 due to Bus accident. But the OP paid only Rs 50000/- towards death claim but did not pay the accident benefit of Rs 50000/- . She made several correspondences, but in vain. Finally she approached this forum for redressal of her grievance.

The OP files SCN stating that the premium under the policy was paid up to 06/2011. Further premium which was due in 12/2011, was not paid.. So the policy lapsed with effect from 15.01.2012 after allowing a grace period of 30 days. The life assured died on 01.03.2012. As per clause 4 of New Bima Gold policy, if after payment of premium for at least two full years any subsequent premium is not paid, full death cover shall continue for a period of two years from the due date of the first unpaid premium (FUP) and these two years period shall be called Auto Cover period under the policy. During the Auto Cover period the accident benefit shall not be payable. Since the date of commencement of the policy is 15.12.2006 and since because the FUP is 15.12.2011, the Auto Cover period for 2 years continued from 15.12.2011 till 14.12.2013. The death of the life assured being occurred on 01.03.2012 due to road accident, the death claim of Rs 50000/- was paid to the complainant-nominee who was not entitled to the accident benefit

At the time of hearing before this forum, the Complainant remains absent. The representative appears on behalf of the OP. states that death of the life assured took place on 01.03.2012. i'e during auto cover period . So as per clause 4 of the policy condition, accident benefit was not payable.

Award:-The photo-copy of Policy Bond containing the terms and conditions, the status report of the policy printed on 26.07.2013 submitted on behalf of OP, are readily available in the file. I have elaborately gone through the same. The policy status report clearly

shows that the premium under the policy has been paid up to 06/2011 on 11.07.2011 and the First Unpaid Premium (FUP) is 12/2011. Clause 4 of the policy conditions reads as follows:-

“ If after two full years’ premiums have been paid, and any subsequent premium be not duly paid, full death cover shall continue for a period of two years from the due date of the First Unpaid Premium (FUP). This period of 2 years from FUP shall be called Auto Cover Period..... The Accident Benefit Rider will cease to apply if the policy is in lapsed condition. During the Auto cover Period, the Accident Benefit Rider shall not be available “.

The FUP of the policy is 12/2011. The life assured did not pay subsequent premiums. So the policy lapsed on 15.01.2012. As per Clause 4 of the policy conditions, the Auto Cover Period started from 15.12.2011 till 14.12.2013. The life assured died on 01.03.2012 i.e. during Auto Cover Period. So the OP rightly paid the basic sum assured of Rs 50000/- as death claim. As per the said Clause 4 of policy, the complainant is not entitled to any accident benefit and the OP’s action in this regard is just and proper. Hence the complaint being devoid of any merit is hereby dismissed.

BHUBANESWAR OMBUDSMAN CENTRE

Complaint No-21-001-1863 Death Claim

Sri Bipra Charan Patra VS L.I.C Of India Berhampur D.O

Award dated 10th December, 2014

Fact:-In brevity, the case of the complainant is that his deceased wife took a life insurance policy bearing no. 572914059 from the OP for a Sum assured of Rs 15,00,000/- commencing from 4.06.2010. Due to death of his wife on 06.12.2011 the complainant being the nominee under the policy lodged a death claim with the OP. and submitted required documents on 27.11.2012. Still then the claim was not settled.

The OP files SCN and additional SCN stating that the DLA was suffering from lung cancer for a long time, even prior to taking the policy. The OP wrote to Indo American Cancer and research Centre, where the DLA was treated, requesting for supply of connected medical papers. As the same were not received, the

claim processing became delayed. The further plea of the OP is that as per claim form 'B', the DLA was suffering from the disease of lung cancer before 2 years of her death on 06.12.2011. At the time of hearing, the complainant remains absent. The representative appears on behalf of the OP submits a photo-copy of the medical report collected from Indo American Cancer Institute and Research Centre, Hyderabad.

Award:-I have elaborately travelled through the documents such as, photo-copies of claim form 'B', medical paper collected from Indo American Cancer Institute & Research Centre, Hyderabad and the proposal form submitted by the DLA. According to the treating Doctor Dr. Kshitish Chandra Mishra, Asst.Professor, Department of Oncology, Hi-Tech Medical College & Hospital, Rasulgarh Bhubaneswar as per the claim form 'B'. the DLA was suffering from Cancer of Cervix and Lung mets leading to Respiratory Failure before two years of her death.The photo-copy of the medical paper of Indo American Cancer Institute & research centre, Hyderabad very well supports the claim form 'B'.

It is needless to mention here that the proposal form was submitted by the DLA on dated 02.06.2010 while taking the policy. Obviously she suppressed the material facts relating to her health condition and did not disclose that she was suffering from cancer. Thus, Clause 5 of the policy terms and conditions very well comes into play. It clearly provides that in case it is found that any untrue or incorrect statement is contained in the proposal or any material information is withheld then subject to the provision of section 45 of the insurance Act, the policy shall be void and all claims to any benefit in virtue hereof shall cease and determine. This being so, the policy in question issued on the basis of the proposal submitted by the DLA thereby suppressing certain material facts relating to her health, is void abinitio. As such the complainant is not entitled to get any benefit or claim under the said policy. Hence the complaint being devoid of any merit is hereby dismissed.

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BHUBANESWAR OMBUDSMAN CENTRE

Complaint No-21-007-1876 Death Claim

Sri Braja Kishore Behera VS Max Life Ins.co.Ltd

Award dated 31st December, 2014

Fact:-Brief case of the complainant is that his father late Prahallad Behera took a policy bearing no. 873279509 from the OP. Due to his death on 29.09.2012 at S.C.B. medical College and Hospital, Cuttack. he lodged death claim with the OP. But the OP repudiated the claim. The OP files SCN stating that the DLA met an accident in May,2012 and was hospitalized prior to taking the policy. He succumbed to his

injuries and died during course of his treatment. This fact was not disclosed by the DLA in the proposal form while taking the policy.

At the time of hearing the complainant states that his father took the policy on 27.09.2012 while he was undergoing treatment for fracture of his right leg. In May, 2012, his right leg was fractured due to fall and received treatment at DHH Jajpur and then in S.C.B. Medical College, Cuttack. Also prior to that he had undergone hydrocele operation and suffered from septicemia. His father died on 29.09.2012 while undergoing treatment at SCB Medical College, Cuttack. The representative appears on behalf of the OP. states that the DLA was suffering from hernia, cerebral vascular disease and paralysis of right hand and both legs prior to taking the policy. The DLA suppressed all such material facts regarding his health and did not disclose the same while answering to Question No.3 of proposal form. So the complainant is not entitled to get the death- claim.

Award:-As it appears, the photo-copies of the proposal form submitted by the DLA on dated 27.09.2012 and the Discharge Certificate of D.H.H. Jajpur, Bed Head Tickets issued by S.C.B. Cuttack and medical papers of Shreema Nurshing Home, Gariapur, Jajpur are filed on behalf of the OP. I have elaborately gone through all those documents. A careful scrutiny of those documents goes to show that the DLA was admitted into Shree Maa Nurshing Home, Gariapur, Jajpur from 29.01.2012 to 12.02.2012 for Septic Hydrocele Right for Hernia, from 08.03.2012 to 17.03.2012 for Gastro Enteritis and from 11.05.2012 to 01.06.2012 for right hand fracture and both leg paresis. He was treated for old Left Femur neck, CVA (ICH) on 17.08.2012 at DHH, Jajpur. Also he was admitted on 19.09.2012 at SCB Medical College and Hospital, Cuttack for Neck of Femur (LT) and died on 29.09.2012 at 5 P.M. there while undergoing treatment. In spite of that the DLA did not disclose all these material fact relating to his health in the proposal form .

The relevant clause 15 of the policy terms and conditions under the head " Full Disclosure and Incontestability" clearly empowers the OP to avoid all or any liability in case of any concealment, non-disclosure, misrepresentation or fraud by the policy holder and/or life insured which shall render the policy liable for cancellation, including forfeiture of Premium(s) received, subject to provisions of Section 45 of the Insurance Act, 1938. As such the complainant is not entitled to death claim. Hence the complaint being devoid of any merit is hereby dismissed.

BHUBANESWAR OMBUDSMAN CENTRE

Complaint No-24-001-1856 Death Claim

Sri Ramesh Chandra Swain VS L.I.C. Of India Bhubaneswar D.O.

Award dated 10th December, 2014

Fact:-In short, the complainant took a Bima Gold policy on the life of his minor son from the OP for a Sum Assured of Rs 50000/-. When his son attained 18 years, he deposited a sum of Rs 50/- towards accidental death cover. Unfortunately, his son died on 07.04.2010 due to road accident. Being the proposer under the policy, the complainant lodged death claim before OP which paid Rs 50000/- only, but did not pay the accidental benefit of Rs 50000/-.

The OP files SCN stating that the premium at the old rate i.e. Rs 493/- was paid for 03/2010 on 24.04.2010 after death of the life assured. The OP makes it clear that money back amount of Rs 5000/- was paid on 28.03.2010 through cheque which returned undelivered. So it asked for NEFT mandate so as to pay the unpaid money back amount.

At the time of hearing, the complainant states that he is entitled to get Accident Benefit. The representative appears on behalf of the OP. states that due to non-availability of policy docket the alteration could not be done even after the payment of premium for 01/2010.

Award:-The photo-copies of the policy bond, proposal form and premium history, as submitted on behalf of OP, are available in the file. On a minute scrutiny of the same, it is found that the date of birth of the life assured was 07.05.1989. When he applied for insurance he had completed the age of 17 years and as such accident Benefit was not granted to him. On 21.12.2009 , after the life assured attained majority, deposited an amount of Rs 50/- towards alteration fee to include accident benefit cover and submitted other required documents. The OP did not attend the alteration job meant for inclusion of accident benefit cover, which was openly admitted by the representative of OP. More so, the OP did not send any intimation to the life assured for deposit of revised premium. As the complainant did not receive the revised premium details he deposited the due for 03/2010 at old rate. Had the OP sent intimation regarding revised premium for 03/2010 , the life assured/ complainant would have definitely deposited the same. Obviously the entire fault lies with the OP. The complainant cannot be allowed to suffer for the fault of the OP who has neither made the required alteration nor informed the life assured as regards the revised premium. In such a circumstance, the complainant is entitled to get accident benefit of Rs 50000/- subject to deduction of the difference between old and revised premium, since he has openly admitted before this forum regarding receipt of S.B. Claim of Rs 5000/- and normal death claim of Rs 50000/-. Hence the OP is hereby directed to settle the

accident benefit claim of the complainant in the manner as indicated above without least delay.

BHUBANESWAR OMBUDSMAN CENTRE

Complaint No-24-001-1904 Death Claim

Smt Rasmita Pal VS L.I.C. Of India Cuttack D.O.

Award dated 6th January, 2015

Fact:-Sans unnecessary details, the case of the complainant is that in the year 2009 her mother Kuntala Tosh took a policy from the OP for a sum assured of 50000/- . Unfortunately, Kuntala Tosh died on 01.11.2009 due to heart attack. The complainant being the nominee under the policy, lodged a death-claim with the OP which repudiated it on the ground of suppression of material facts by the DLA at the time of taking the policy.

The OP files SCN stating that the deceased life assured had undergone treatment for Bronchial Asthma in Govt. Hospital i.e. Nuapatna PHC on 28.05.2009 and again on 07.06.2009 as evident from OPD ticket no. 1078/28.05.2009 and dated 07.06.2009.

At the time of hearing before this forum, the complainant states that before taking the policy her mother suffered from cold and cough and was treated. The representative appears on behalf of the OP. states that the DLA was suffering from bronchial Asthma and emphysema prior to taking the policy.

Award:- In support of its case the OP produces the photo-copy of claim form 'B' being submitted by complainant herself. Also a photo-copy of OPD prescription dated 28.05.2009 and photo-copy of proposal form dated 03.09.2009 are filed. I have elaborately gone through those documents along with the terms and conditions of the policy. It is seen that the Medical Officer, Nuapatna PHC (New), Cuttack is the author of claim form 'B'. According to him, the exact cause of death of the DLA was Cardio Respiratory Arrest and Bronchial Asthma and Emphysema. The symptoms of the illness were breathlessness and cough. The DLA was suffering from above ailments before 2 months of her death i.e. prior to submission of proposal form for taking the policy. The prescription dated 28.05.2009 reflects that the DLA received treatment for her disease.

A minute scrutiny of the photo-copy of relevant proposal form clearly indicates deliberate suppression of usual state of health by the DLA. While answering to the questionnaires under personal history at Sl.No.11 of the proposal form, Obviously, she withheld material information regarding her health . As per the Clause 5 of the policy

condition , in case it is found that any untrue or incorrect statement is contained in the proposal or any material information is withheld then subject to the provision of section 45 of the Insurance Act, the policy shall be void and all claims to any benefit in virtue hereof shall cease and determine. . Since the DLA suppressed material information regarding her health, her nominee (the present complainant) is not entitled to the death claim. Hence the complaint being devoid of any merit is dismissed.

BHUBANESWAR OMBUDSMAN CENTRE

Complaint No-21-003-1936 Death Claim

Sri Nala Behera VS Tata AIA Life Insurance Co. Ltd.

Award dated 23rd January, 2015

Fact:- Brief case of the complainant is that in the year 2009 his wife late Sukanti Dei took a policy bearing no. U067087464 from the OP . The complainant was the nominee under the policy. Unfortunately, Sukanti Dei died on 18.09.2009. So the complainant lodged a death claim with the OP which repudiated the claim on the ground that his wife, the deceased life assured, had less annual income than what she stated in the proposal form while taking the policy. He made a number of correspondences with OP to reconsider his case, but in vain. Finally he approached this forum for Redressal.

The OP files SCN stating that it issued the said policy for a sum assured of Rs 240000/- on 07.08.2009 basing upon the information supplied in the proposal form. Upon receipt of death claim intimation from the complainant, investigation was carried out. Investigation revealed that the insured had annual income of Rs 10000/-, having no permanent house nor any agricultural land. In support of such contention the complainant himself submitted an affidavit. Moreover the complainant earns Rs 200/- as monthly pension. But the DLA had mentioned her occupation as tailoring with annual income of Rs 120000/- in the proposal form for taking the policy. So the claim of the complainant was rightly repudiated .However OP paid account value of Rs 3283.84 to the complainant. So it prays for outright dismissal of the complaint.

Award:- The complainant reiterates that he has about 10 to 12 acres of agricultural land. His late wife was doing tailoring business and was also having 40 heads of goat. He and his deceased

wife were earning from agricultural land, tailoring and Goat business etc. Her annual income was sufficient enough. Photo-copy of the Khatians as submitted by the complainant supports his oral statement. The main plank of attack from the side of the OP is the affidavit sworn by the complainant. The affidavit has been made in English but the deponent Nala Behera-the present complainant has signed in Oriya. The scribe has not given any endorsement to the effect that the contents were read over and explained to the deponent. The deponent-complainant has stated that besides signing in Oriya he cannot read and write. In such circumstances the affidavit is not free from doubt and suspicion. It is not intelligible as to why and under what contingency the complainant sworn such an affidavit so as to nullify his own case. The entire situation leaves a bad taste in the mouth. Solely on the basis of that affidavit one cannot jump over to a conclusion that the deceased life assured had made any misrepresentation regarding her annual income. On the other hand, there are ample materials before this forum that the husband of the deceased life assured has sufficient landed property to lead a standard life . Since she was doing agriculture, tailoring and goat business her annual income in these days of soaring of price cannot be less than the amount shown in the proposal form.It has been made clear that apart from said affidavit there is no other material on the basis of which any inference can be drawn against the shown income of the DLA. It is needless to mention here that the materials as produced by the complainant are sufficient enough to support his case. In such circumstances it cannot be inferred that the DLA made any misrepresentation regarding her income in the proposal form. Thus the plea of the OP gets a grand rebuff. Since the complainant is the nominee under the policy he is very well entitled to get the death claim. The OP cannot escape liability on the basis of an affidavit which is not free from doubt and suspicion. The OP is hereby directed to settle the death claim of the Complainant without least delay.

BHUBANESWAR OMBUDSMAN CENTRE

Complaint No-21-006-1926 Death Claim

Sri Kalyan Mallick VS Birla Sun Life Insurance Co. Ltd.

Award dated 29th January, 2015

Fact:- Brief case of the complainant is that in the year 2010 and 2011 his wife Late Kuntali Mallik took two number of policies bearing no. 004431553 and 004691408 respectively from the OP. Kuntali Mallik died on 06.07.2011 due to heart attack. Being the nominee under the policies he lodged death claim which was repudiated by OP on the ground of suppression of material facts regarding her health at the time of submission of proposals. So the complainant made a number of correspondences, but in vain. Finally, he approached this forum for redressal. The OP files SCN stating that the deceased life insured was diagnosed to be suffering from Carcinoma of Oropharynx or Nasopharynx and was treated for the same. Besides, she was hospitalized before her application for insurance. But the deceased life insured suppressed such material facts at the time of signing the application/ proposal forms while taking the policies. So, the OP rightly repudiated the claim.

Award:- The photo-copies of the proposal forms submitted by the DLA on dated 27.09.2010 and 31.01.2011, medical prescription dated 22.07.2010 of Dr. Anil Ch. Mohanty, requisition for Hematological Examination dated 28.09.2010 and 27.10.2010 of Department of Oncopathology, Acharya Harihar Regional Cancer Centre, Cuttack are filed on behalf of the OP. A careful scrutiny of those documents goes to show that the DLA was treated on 22.07.2010, 05.08.2010, 10.08.2010 and 16.08.2010 for Carcinoma of Oropharynx, Carcinoma Nasopharynx etc. In spite of that the DLA did not disclose all these material facts relating to her health in the proposal forms submitted on dated 27.09.2010 and 31.01.2011 and negated the questionnaires at Q.No. 14 of both the proposals. As rightly pointed by the representative of OP, the relevant clause of the policy terms and conditions under the head "Validity and Non-Disclosure" clearly says failure to disclose or misrepresentation of a material fact will allow the OP to terminate the contract or deny the claim, subject to the provisions of Section 45 of the Insurance Act,1938. Thus, the action taken by the OP in repudiating the death claim of the complainant appears to be in conformity with the terms and conditions of the policies which bind both the parties. Since the DLA

suppressed material facts regarding her health while taking the policies in question, the complainant is not entitled to the death claim. So the complaint being devoid of any merit is dismissed.

BHUBANESWAR OMBUDSMAN CENTRE

Complaint No-24-001-1916 Death Claim

Smt Snehamayee Senapati VS LIC of India Berhampur D.O.

Award dated 27th January, 2015

Fact:- Brief case of the complainant is that in the year 2009 her husband late Padmalochan Nanda took a policy bearing no. 572467288 from the OP for a sum assured of 500000/- under salary saving scheme. The premiums under the policy were paid regularly. Unfortunately, Padmalochan Nanda died on 27.07.2011 due to cardiac arrest. Being nominee, the complainant lodged a death claim with the OP which repudiated it. She made a number of correspondences, but in vain. So she approached this forum. The OP files SCN stating that the deceased life assured suffered from Heart ailments and was admitted into Capital Hospital, Bhubaneswar on 16.01.2007 as evident from OPD ticket No. 50785 dated 16.01.2007 and IRD No. 41323 dated 16.01.2007 for the treatment of HTN, CAD, RD Inf. wall MI/Dyspesia. The DLA was also treated at Institute of Medical Science & Sum Hospital, Bhubaneswar on 19.07.2008 for chest pain with a noting of old Inf. M.I and also at SCB medical College, Cuttack on 02.08.2008 for DM. But the DLA suppressed such material facts while taking the policy and answered in negative in the proposal form. So the OP rightly repudiated the death claim of the complainant.

Award:- I have elaborately gone through the photo-copies of OPD prescription dated 16.01.2007 of Capital Hospital, Bhubaneswar, OP registration slip dated 19.07.2008 of Sum Hospital, Bhubaneswar, OPD ticket dated 02.08.2008 of SCB Medical college, Cuttack and proposal form dated 28.04.2009 along with terms and conditions of the policy. It is seen that the DLA was admitted into Capital Hospital, Bhubaneswar on 16.01.2007 and discharged on 19.01.2007 for HTN, CAD, Inf.Wall MI, Dyspesia etc. On 19.07.2008 he took treatment in Institute of Medical Science & Sum Hospital, Bhubaneswar for chest pain. Also he was treated at SCB Medical College, Cuttack on 02.08.2008 for Diabetes Mellitus. It was also found that the DLA had availed leave on sick ground from his employer from 16.01.2007 to 20.01.2007, 11.06.2007 to 20.06.2007 and from 18.07.2008 to 21.08.2008 as ascertained from the photo-copy of the medical leave particulars of Rushikulya Gramya Bank. A minute scrutiny of the photo-copy of relevant proposal form clearly indicates deliberate suppression of usual state of health by the

DLA. While answering to the questionnaires under personal history at Sl.No.11 of the proposal form, the DLA replied in the negative and disclosed his usual state of health as good. Obviously, he withheld material information regarding his health . At this juncture Clause 5 of the policy condition very well comes in to play. As per the said clause, in case it is found that any untrue or incorrect statement is contained in the proposal or any material information is withheld then subject to the provision of section 45 of the Insurance Act, the policy shall be void and all claims to any benefit in virtue hereof shall cease and determine. This being so, I do not find any infirmity in the action taken by the OP by repudiating the claim of the complainant. Since the DLA suppressed material information regarding her health, her nominee (the present complainant) is not entitled to the death claim. Hence the complaint being devoid of any merit is dismissed.

BHUBANESWAR OMBUDSMAN CENTRE

Complaint No-BHU-L-036-1314-1954 Death Claim

Sri Hemanta Kumar Tarai VS Reliance Life Ins.co.Ltd.

Award dated 23rd January, 2015

Fact:- The case of the Complainant in brief is that in the year 2011 his father late Brahmananda Tarai took a policy from the OP . Unfortunately, Brahmananda Tarai died on 19.09.2012 due to natural death. Being the nominee under the policy he lodged a death claim with the OP. But the OP repudiated the death claim on the ground that the deceased life assured had understated his age at the time of submission of proposal for taking the policy. He made a number of correspondences, but in vain. Finally, he approached this forum. Despite service of notice the OP does not file SCN .

At the time of hearing before this forum, the complainant states that the death claim was repudiated by the OP on vague ground . He adds that the age of his father was 43 years as on 01.01.1994 as per Voter ID card. Moreover, the DLA was illiterate and had no other proof regarding age. The Rrepresentative appears on behalf of the OP openly declares that OP is going to settle the death claim of the complainant. He adds that necessary process has already been started and claim would be settled within 15 working days.

Award:- The photo-copy of the policy schedule submitted on behalf of the complainant is readily available in the file. On a minute scrutiny of the said document it is found that the father of the complainant Brahmananda Tarai took the policy from the OP for a sum assured of Rs 100000/-. The policy commenced on 27.03.2011.

The complainant is the nominee under the policy. The life assured died on 19.09.2012. Age of the DLA as recorded in the policy is in consonance with the age as mentioned in his voter ID (photo-copy of which is available in the file).The representative of OP clearly discloses that the insurer is going to settle the death claim of the complainant within 15 working days for which necessary process has already been started. In such a circumstance it appears to be well and good that the OP should pay the death claim to the complainant within 15 working days positively without fail. Hence The complaint is allowed. The OP is hereby directed to settle the death claim of the Complainant as early as possible, not later than the time limit as disclosed before this forum.

BHUBANESWAR OMBUDSMAN CENTRE

Complaint No-21-001-1937 Death Claim

**Sri Brajendra Kumar Pradhan VS LIC of India, Bhubaneswar
D.O.**

Award dated 2nd February, 2015

Fact:- Brief case of the complainant is that in the year 2008 his wife late Bijaya Laxmi Mantri @ Pradhan took a policy bearing no. 587245193 from the OP for a sum assured of Rs 105000/-. The policy commenced on 20.09.2008 and was revived on 19.02.2012. The complainant was the nominee under the policy. Unfortunately, Bijaya laxmi Mantri @ Pradhan died on 19.02.2012 while she was hospitalized at District Head Quarter Hospital, Nayagarh. Being the nominee the complainant lodged death claim. The OP repudiated the claim on the ground of suppression of material facts regarding her health in the personal statement while reviving the policy and refunded a sum of Rs 16124/-. The complainant made a number of correspondences, but in vain. So, he approached this forum.The OP files SCN stating that after payment of 1st premium in respect of the policy further premium was not paid. So the policy lapsed. Then it was revived on 15.02.2012 by the DLA on payment of arrear premiums for 3 years and on submission of personal statement regarding health. The DLA died on 19.02.2012 i.e. after 4 days of revival of the policy. The OP states that the DLA had under gone treatment for Chronic Rheumatic Heart Disease and Mitral Stenosis with Congestive Cardiac Failure at District Head Quarters Hospital, Nayagarh from 10.02.2012 till her death. Obviously, the policy was revived during the hospitalization period i.e. on 15.02.2012. Since the DLA suppressed such material facts in the personal statement regarding her health while reviving the policy on 15.02.2012, the OP

rightly repudiated the claim of the complainant, but refunded the revival amount of Rs 16124/-.

Award:- In support of its case the OP produces a photo-copy of the Bed Head Ticket no. 21949 dated 10.02.2012 issued by DHH, Nayagarh for treatment of Bijaya Laxmi Pradhan. Neither the OP nor the complainant has filed copy of personal statement regarding health submitted by the DLA at the time of revival of policy on 15.02.2012. I have elaborately gone through the BHT along with the policy terms and conditions. It is found that the DLA Bijaya Laxmi Pradhan was hospitalized on 10.02.2012 for treatment of chronic Rheumatic Heart Disease and mitral Stenosis with Congestive Cardiac Failure and died on 19.02.2012. So, it is quite apparent that the DLA revived her policy while she was under treatment. The OP repudiated the claim of the complainant on the ground of suppression of material facts regarding the health of DLA at the time of revival of policy. Though the representative of OP undertook to submit the copy of the Personal statement submitted by the DLA for reviving her policy on 15.02.2012, the same was not submitted nor even any written communication was made to this forum showing the reason of failure. It seems discourteous on the part of the officer of the OP. Giving an undertaking before a forum and failure to comply the same does not seem to be appropriate. However in absence of the aforesaid personal statement one cannot jump over to a conclusion that the DLA suppressed material fact regarding her health, as alleged by the OP. Thus the plea of OP fails for want of adequate proof. Since the DLA died during operation of the policy and since because the complainant is the nominee under the policy, he is entitled to the death claim from the OP. Hence the OP is hereby directed to settle the claim of the complainant without least delay.

BHUBANESWAR OMBUDSMAN CENTRE

Complaint No-24-001-1938 Death Claim

Smt Dipali Behera VS LIC of India, Sambalpur D.O.

Award dated 2nd February, 2015

Fact:- Brief case of the complainant is that in the year 2008 her brother late Prakash Chandra Das took a policy bearing no. 593526029 from the OP for a sum assured of Rs 125000/-. Unfortunately Prakash Chandra Das died on 22.11.2009 due to drowning in the river. Being the nominee, the complainant lodged a death claim. Unfortunately OP paid only the sum assured of the policy but not the accidental benefit. It asked for viscera report of the DLA which was not available in the office of Sub Collector,

Rourkela. The complainant made a number of correspondences, but of no avail. So, she approached this forum for Redressal. The OP files SCN stating that the nominee Dipali Behera has been paid the death claim of Rs 126407/- vide Cheque No. 305375 dated 19.07.2010 .The double accident benefit has not been paid as the complainant fails to submit the viscera report and Final verdict of Sub-Divisional Magistrate about death of the DLA. OP further states that as per post mortem, report the stomach contents of the DLA had mild pungent smell and opinion of the Doctor was kept reserved awaiting viscera report. In absence of those two reports OP is unable to categorize the death as natural/suicide/accidental/murder etc. As soon as the same is received from the complainant, decision regarding accidental claim would be taken up.

Award:- Photo-copies of policy bond and Police papers are readily available in the file. I have elaborately gone through those vital documents. In fact Clause 11 of the policy conditions deals with the accidental benefit. As per said Clause , if at any time when this policy is in force for the full sum assured or reduced sum assured in case of partial surrender of the policy, the life assured, before the expiry of the policy term or before the policy anniversary on which the age nearer birthday of the life assured is 7 years, whichever is earlier, is involved in an accident resulting in either permanent disability or death and the same is proved to the satisfaction of the corporation, then the corporation agrees in the case of death of the life assured to pay an additional sum equal to the accident benefit sum assured under the policy. Clause 11 (b) (i) makes it clear that the corporation will not be liable to pay the additional sum assured if the disability or death of the life assured shall be caused by intentional self injury, attempted suicide, insanity or immorality whilst the life assured is under the influence of intoxicating liquor, drug or narcotic. Perhaps this is why the OP minutely analyses the contents of the police papers so as to reach a definite conclusion. As it appears, on the information regarding drowning death of the DLA the local police registered U.D. Case No. 24 dated 23.11.2009. The investigating officer held inquest over the dead body of the deceased and then sent the dead body for autopsy. The medical officer S.D.Hospital,Panposh conducted autopsy and opined that the time since death was within 12 to 24 hours prior to P.M. examination. However he collected viscera and send the same to SFSL through police for chemical examination. He kept reserved his opinion regarding cause of death awaiting analysis of viscera. To my utter surprise the P.M. report does not reflect presence of whitish contents as submitted by OP's representative. It simply indicates that the stomach contents has got mild pungent smell. Had there been any consumption of alcohol, drug or narcotic by the DLA , the doctor must have detected trace of it at the time of P.M. examination. But the entire P.M. report does not emit any scent regarding it. Further the

viscera was taken to SFSL by the police. So it is the duty of the police to procure report before conclusion of the investigation. But without doing the same the I.O. submitted final report on 26.06.2010 declaring that the cause of death of the deceased was due to accidental drowning and there was no question of suspicion of any foul play. In such circumstances I do not find any good reason as to why the OP is unnecessarily waiting for viscera report. It seems to be a useless pursuit. Now it is abundantly clear that the complainant deserves accidental benefit as per Clause 11 of the policy condition. So the OP is liable to pay the same to her. Hence the OP is hereby directed to settle the claim of the complainant without any further delay.

BHUBANESWAR OMBUDSMAN CENTRE

Complaint No-BHU-L-029-1314-1958 Death Claim

Sri Deepak Kumar Sahoo VS LIC of India, Cuttack D.O.

Award dated 04th February, 2015

Fact:- Brief case of the complainant is that in the year 2010 his mother late Saraswati Sahoo took a policy bearing no. 587074264 from the OP for a sum assured of Rs 1000000/-. The policy commenced on 28.01.2010. The complainant was the nominee under the policy. Unfortunately, Saraswati Sahoo died on 29.12.2011. Being the nominee, the complainant lodged a death claim. But the OP repudiated the claim on the ground that the deceased life assured had withheld material information regarding her age and health in the proposal form while taking the policy. The complainant made several representations for reconsideration of the matter, but of no avail. So, he approached this forum. The OP files SCN stating that the policy in question was issued to the DLA taking the date of birth as 10.02.1967 as mentioned in the proposal form. However, the actual date of birth of the DLA as per Claim Form 'E' and Medical Service Book is 28.02.1959. So there is understatement of age by 8 years. Similarly, the DLA was hypertensive and was on treatment since October, 2009 i.e. prior to taking the policy. In spite of that she suppressed such material facts and did not mention the same in the proposal form while taking the policy. So, the OP rightly repudiated the claim of the complainant.

Award:- It is also admitted that the actual date of birth of the DLA is 28.02.1959. There is also no dispute that the DLA was

suffering from Hypertension since October,2009. Keeping in view these admitted points, let us now switch over to the materials on record so as to reach a definite conclusion on the controversy. Although the OP, chiefly, advances his plea on the basis of misstatement in the relevant proposal form, the same is not produced despite undertaking of the OP's representative to present the same within a week positively without fail. I do not understand what prevented the OP to produce the said proposal form for perusal of this forum. When the basic document i.e. the connected proposal form is not available, it cannot be said that the DLA made any misstatement as to her age and health therein. Thus the plea taken by the OP does not sustain. Since the DLA died during continuance of the policy and since because the complainant is the nominee under the policy, he is entitled to the death claim. In absence of adequate proof the OP cannot escape liability on a flimsy ground that the DLA understated her age in the proposal form and suppressed her health condition therefrom. Hence the OP is hereby directed to settle the death claim of the complainant without least delay.

BHUBANESWAR OMBUDSMAN CENTRE

Complaint No-BHU-L-029-1314-2003 Death Claim

Smt Kunti Bag VS LIC of India, Sambalpur D.O.

Award dated 24th February, 2015

Fact:- Brief case of the complainant is that in the year 2001 her husband late Sarna Chandra Bag took a policy bearing no. 591008384 from the OP for a sum assured of Rs 40000/- under salary saving scheme. The policy and risk commenced on 28.03.2001. She was the nominee under the policy. Sarna Chandra Bag died on 17.12.2012. Being the nominee, the complainant lodged a death claim with OP. On 14.02.2013 OP settled death claim at Rs 28080/- on the policy after deducting Rs 74480/- from the total payable amount of Rs 102560/-. As per the complainant the said policy had run for 11 years 3 months and her husband received survival benefit claim twice i.e. in 03/2005 and 03/2009. Further, as per special features of the policy the sum assured under the policy as on 28.03.2011 is Rs 120000/-. The complainant reiterates that OP should have informed her husband about non-receipt of premiums by giving an opportunity to him to pay the premium directly. But OP did not do so. So Policy was paid up and death claim was paid accordingly. This gave rise to less payment of death claim. So she approached this forum for redressal of her grievance. The OP files SCN stating that the policy was under salary saving scheme i.e the premium was being deducted from salary by the employer and remitted

to LIC for adjustment. At the time of death of DLA the policy status was reduced paid up. The First unpaid premium was 06/2012 with gaps 5/2009,05/2010,07/2010,08/2010,10/2010,11/2010,12/2010,01/2012 and 04/2012. Premium from 06/2012 to 11/2012 were also not received from the employer. DLA died on 17.12.2012. So death claim on reduced sum assured was settled on 14.02.2013 for Rs 28080/-. OP reiterates that as per SSS the Paying Authority is liable to make arrangement for deduction of premium from salary and to remit the same to LIC. The policy holder shall be entirely responsible for any consequences on account of non-payment of premium on the policy for reasons beyond control of PA. The policy holder should make arrangement for remittance of premium directly to prevent policy being lapsed. As regards intimation of gaps, the OP pleads that it has been intimated to the employer as well as to the policy holder. Thus, it is always the responsibility of the insured to ensure the deduction of premium from salary and keep the policy in force.

Award:- Photo-copy of the policy bond is readily available in the file. Clause 2 of the policy conditions deals with payment of premium. As per said clause, a grace period of one month but not less than 30 days will be allowed for payment of yearly, Half yearly or Quarterly premiums and 15 days for monthly premium. If death occurs within this period and before payment of premium then due, the policy will still be valid and the sum assured will be paid after deduction of the said premium and also unpaid premiums falling due before next policy anniversary of the policy. If the premium is not paid before expiry of the days of grace the policy lapses. If the policy has not lapsed and the claim is admitted in case of death under a policy where the mode of payment of premium is other than yearly, unpaid premium, if any, falling due before the next policy anniversary shall be deducted from the policy amount. Keeping in view this Clause let us now switch over to the facts and circumstances of the present case. OP has submitted photo-copy of the Letter of Authorisation for insurance under SSS being executed by the Complainant. I have elaborately gone through the same. Basically it is a letter by virtue of which the life assured authorised his Drawing and Disbursing Officer (DDO) to deduct the premium amount from his salary and remit the same to the OP. In this Authorisation letter the life assured undertakes responsibility for due remittance of premium and to keep the policy in force. The death of the life assured occurred on 17.12.2012. OP paid the death claim on reduced sum assured taking the first unpaid premium as 06/2012 with 15 gaps. The DLA during his life time did not make any effort to keep his policy in force and to arrange adjustment of gaps in premium. This indicates lapses on the part of the life assured . The OP has rightly settled the death claim on the policy on reduced sum assured as the policy was not in force on the date of death of the life assured. In such circumstances, the complainant is not entitled to get the full death claim as prayed for. Hence the complaint being devoid of any merit is hereby dismissed.

BHUBANESWAR OMBUDSMAN CENTRE

Complaint No-BHU-L-036-1314-1975 Death Claim

Sri Baisnab Dash VS Reliance Lfe Ins.Co.Ltd.

Award dated 13th February, 2015

Fact:- Brief case of the complainant is that in the year 2012 his son took a policy from the OP for a sum assured of Rs 235000/- who died on 05.07.2012 in his house at Debang due to heart attack. Being the nominee under the policy, he lodged a death claim with the OP which repudiated the claim on the ground of suppression of material fact relating to health of the DLA. So, the complainant approached this forum for redressal of his grievance. The OP files SCN stating that the DLA died on 05.07.2012 due to heart attack. Investigation was carried out which revealed that the DLA was hospitalized and treated for heart disease since December,2011 which was prior to signing of the application form .But the DLA did not disclose the same while answering the question on page 3 of the application form.

Award:- After a careful scrutiny of Photo-copies of medical prescriptions dated 22.12.2011 and dated 18.01.2012 of Dr.P.K.Pattanaik regarding treatment of DLA it is seen that both the documents have been prepared in the letter head of Dr. P.K.Pattanaik, MBBS and have been signed and sealed as Medical Officer I/C CHC, Muribahal. There is an overwriting on the prescription dated 22.12.2011 and it appears that the date of the prescription has been changed from 22.12.2012 to 22.12.2011. But the most peculiar fact is that even though both the prescriptions are of different dates, the medical officer has signed them on 19.02.2012. I fail to understand if actually Dr.P.K.Pattanaik treated the DLA on 22.12.2011 and on 18.01.2012, then what prompted him to sign the prescriptions subsequently on 19.02.2012. No explanation to that effect is forthcoming. All these facts and circumstances compel me to hold that those prescriptions are not free from doubt and suspicion and constrain me to rely upon the same. Apart from these two prescriptions there is no other material to show that the DLA was suffering from heart disease prior to taking the policy. In absence of it the plea of the OP regarding suppression of material fact by the DLA fails.Since the DLA died during continuance of the policy , the OP is liable to settle the death claim. It cannot escape liability by levelling a fragile plea which is not sustainable for want of adequate material. Hence the complaint is allowed. The OP is hereby directed to settle the death claim of the complainant without least delay.

BHUBANESWAR OMBUDSMAN CENTRE

Complaint No-BHU-L-043-1314-1978 Death Claim

Sri Bhimsen Biswal VS Shriram Lfe Ins.Co.Ltd.

Award dated 26th February, 2015

Fact:- The case of the complainant in a nutshell is that his son took a policy from the OP. who died on 18.03.2011. Being the nominee under the policy the complainant lodged a death claim with OP which repudiated the claim on the ground that the DLA had more policies of other insurers and did not disclose the same in the proposal form while taking the policy. He made representation to OP for reconsideration of his claim, but in vain. So, he approached this forum for redressal.

The OP files SCN stating that the DLA submitted a proposal and took the policy for a sum assured of Rs 600000/- with date of commencement 28.01.2011 and term 25 years. On receipt of death intimation on 30.06.2011, OP carried out investigation.. The investigation revealed that the DLA suppressed certain facts with regard to his financial status and about having multiple policies with other insurance companies. It came to light that the DLA was working as supervisor in OMC and earning Rs 8000/- per month. Had he disclosed the same it would have influenced the underwriter for issuing the policy. So OP rightly rejected the claim of the complainant.

Award:- Photo-copies of Proposal form dated 25.01.2011, policy documents and e mail of other insurers are available in the file. I have elaborately gone through the same. It appears that the DLA was having insurance policy no. 18287307 for a sum assured of Rs 135400/- from ING Vysya Life Insurance, policy no. 500-6738636 for a sum assured of Rs 184610/- and policy no. 500-6738701 for a sum assured of Rs 210839/- from Bharati Axa Life insurance . All these policies were taken in December,2010 i.e. prior to taking this case policy. In spite of that the DLA suppressed such material facts and did not disclose the same in serial number 22 of the proposal form. The situation clearly attracts forfeiture Clause 11 of the policy condition. Since the statement given in serial number 22 of the proposal form appears to be untrue the insurance contract becomes null and void and the premiums paid under the policy are forfeited. This being so, the OP has rightly rejected the claim of the complainant. Hence the complaint being devoid of any merit, is dismissed.

BHUBANESWAR OMBUDSMAN CENTRE

Complaint No-21-007-1920 Death Claim

Sri Narahari Palai VS Max Lfe Ins.Co.Ltd.

Award dated 3rd February, 2015

Fact:- Brief case of the complainant is that in the year 2009 his grand Mother-in-Law took a policy from the OP for a sum assured of Rs 158628/- who died on 01.06.2010. Being the nominee under the policy, the complainant lodged a death claim. But OP did not settle the same despite of number of correspondences .So he approached this forum for Redressal.

The OP files SCN stating that the deceased life assured submitted her Voter ID card showing her age as 54 years while taking the policy. Basing on this card, OP issued the policy on 10.06.2009 for a sum assured of Rs 158628/-On receipt of death claim intimation from the complainant ,OP conducted investigation. After talking to the son of the deceased life assured and her neighbors it was found that the life assured was a widow house wife of about 73 years of age at the time of her death and this fact was confirmed by the entries made in the Voter list of 2010. But in the proposal form her age was 55 years by 2010 . There was a difference of 18 years in DLA's age . So, the death claim of the complainant was rightly repudiated by the OP on the ground of misstatement of age by the DLA while taking the policy.

Award:- . After a careful scrutiny of photo-copies of Policy documents and the proposal form dated 08.06.2009 it is found that at the time of submission of said proposal form the DLA furnished her Voter ID card as the Age proof. The age mentioned in the proposal form is in consonance with that entered in the voter ID. Column 7 of the proposal form is meant for nature of age proof. It includes passport, voter ID card, Driving license , Municipality Birth certificate, school/college certificate and PAN. But the said column does not reflect that the voter list is a kind of age proof. In fact voter list is not a piece of evidence regarding age of a particular person. That is why column 7 rightly does not include voter list as a proof of age. In spite of that the investigator of OP unnecessarily laid emphasis on the entries of voter list regarding age of the DLA and compared it with that mentioned in the proposal form. The procedure is totally wrong and on the basis of such a wrong procedure the OP repudiated the death claim of the complainant. It may here be noted that the oral statement collected from the son and neighbours of the DLA as regards her age cannot override documentary proof of voter ID card. Thus, the conclusion arrived at by the OP on the basis of voter list of the year 2010 that the DLA did not disclose her right age with intent to defraud the company is thoroughly wrong and erroneous. So it cannot be supported. The OP

cannot escape liability on a fragile ground that the DLA suppressed her actual age, by wrongly giving undue importance to the entries of a voter list . As a matter of fact the entries in a voter list is not a piece of age proof, but the age mentioned in a voter ID is a piece of evidence regarding age, as rightly included in column 7 of the connected proposal form. Hence the complaint is allowed. The OP is hereby directed to settle the death claim of the complainant without least delay.

BHUBANESWAR OMBUDSMAN CENTRE

Complaint No-BHU-L-004-1314-1979 Death Claim

Sri Bhimasen Biswal VS Aviva Lfe Ins.Co.Ltd.

Award dated 26th February, 2015

Fact:- Brief case of the complainant is that his son took two number of policies from the OP. He died on 18.03.2011. Being the nominee under the policy the complainant lodged a death claim with the OP which repudiated the claim on the ground that the DLA had more life insurance policies of other insurers, but did not disclose the same in the proposal forms while taking the present policies. He made representation to OP for reconsideration of his claim ,but in vain. So, he approached this forum for redressal.

OP files SCN stating that on 05.04.2013 On receipt of death intimation, OP carried out investigation and found that the DLA had a number of policies from other insurers for a total sum assured of Rs 1272039/- . In spite of that he concealed the said facts and did not disclose it in the proposal forms. Further, he was working as a daily wage earner at mining works and was earning Rs 70000/- per annum. As such he was not in an economical state of taking multiple policies. It was also obtained through RTI that the DLA had submitted a fake school certificate in support of his date of birth at the time of taking the policy. So OP repudiated the death claim of the complainant.

Award:- Here the attack is bifold. OP rejects the claim of the complainant on the ground of – (i) suppression of materials that the DLA was having multiple insurance policies of different companies and (ii) suppression of age. With regard to those grounds of attack there are documents such as photo-copies of the proposal forms in respect of the present policies, e mail letter dated 09.05.2013 received from Bajaj Allianz and Co. and the information supplied by Board of Secondary Education, Odisha, Cuttack in its letter No. 760 dated 13.06.2013 under RTI. I have elaborately gone through the same.

As it appears, the present policies arose out of proposals dated 18.12.2010 and 30.12.2010. In the subsequent proposal the DLA has disclosed the insurance details arising out of former proposal. However the e-mail letter of Bajaj Allianz throws light regarding a policy of which the risk commenced on 06.01.2011. This being a subsequent transaction the DLA did not rightly incorporate it in the earlier proposals. Thus the first ground of attack fails for want of adequate materials. Further, it is apparent from the proposal forms that the DLA submitted his school Certificate as his age proof. But the letter no 760 dated 13.06.2013 of Board of Secondary Education, Odisha , Cuttack clearly reflects that the date of birth given in the school certificate does not tally with the record of the Board. This constitutes misstatement of age and very well attracts Clause 15 of the policy conditions thereby rendering the policy null and void and forfeiture of amount actually paid in respect of those policies. Hence the complaint being devoid of merit is dismissed.

BHUBANESWAR OMBUDSMAN CENTRE

Complaint No-BHU-L-036-1314-1972 Death Claim

Sri Dhaneswar Sahoo VS Reliance Life Insurance Co.Ltd.

Award dated 13th February, 2015

Fact:- In short, the case of the complainant is that in the year 2012 his wife took a policy form the OP for a sum assured of Rs 58030/-. She died on 30.08.2012. Being the nominee under the policy, the complainant lodged a death claim with the OP which repudiated the claim on the ground of misstatement of age by the DLA and the age proof provided at the time of taking the policy was false and inaccurate. So, the complainant approached this forum.

The OP files SCN stating that basing on the proposal submitted by the DLA it issued the policy with risk commencing from 09.08.2012 .The DLA died on 30.08.2012 i.e. after 21 days from the date of issuance of the policy. On investigation it was found that the DLA had produced false particulars and documents in respect of her age proof along with proposal form. She had produced a duplicate Voter ID card bearing no. OR/19/119/50056 issued in 2002 along with proposal where the age was 49+ years and policy was accepted. Further OP reiterates that the DLA was of 57 years as per voter list of 2013 while giving proposal. So the claim of the complainant was repudiated.

Award:- A careful scrutiny of the Photo-copies of Policy Schedule and proposal form dated 8.08.2012 goes to show that the DLA furnished her Voter ID card as the Age proof. The age mentioned in

the proposal form is in consonance with that entered in the voter ID. Column 1 of the proposal form has stated about nature of age proof. It includes School Certificate/Transfer Certificate/ Mark Sheet, Baptism Certificate, Marriage Certificate, Employer Certificate, Valid Pass Port, Defence ID card, Govt. Pension Order, Driving License, Municipal birth certificate, PAN Card and others where V.I.D. has been filled up. But the said column does not reflect that the voter list is a kind of age proof. In fact voter list is not a piece of evidence regarding age of a particular person. That is why the said column rightly does not include voter list as a proof of age. In spite of that the OP unnecessarily laid emphasis on the entries of voter list regarding age of the DLA and compared it with that mentioned in the proposal form. The procedure is totally wrong and on the basis of such a wrong procedure ,the OP repudiated the death claim of the complainant.

Further the complainant has filed a photo-copy of Transfer certificate dated 04.06.1977 of Bainsia M E school wherein the age of the DLA has been clearly entered as 01.01.1963 . It is strictly in consonance with that stated in the proposal form. Thus, the conclusion arrived at by the OP on the basis of voter list of the year 2013 that the DLA had furnished false particulars and documents in respect of her age proof with proposal form is thoroughly wrong and erroneous. So it cannot be supported.

Since the DLA died during the continuance of the policy and since because the complainant is the nominee under the policy , he is entitled to the death claim from the Insurer. The OP cannot escape liability on a fragile ground that the DLA suppressed her actual age, by wrongly giving undue importance to the entries of a voter list. Hence

the complaint is allowed. The OP is hereby directed to settle the death claim of the complainant without least delay.

BHUBANESWAR OMBUDSMAN CENTRE

Complaint No-BHU-L-025-1314-2149 Death Claim

Sri Ajay Pradhan VS Exide Life Insurance Co.Ltd.

Award dated 30th March, 2015

Fact:- Case of the complainant in short is that his father took a policy from OP. Upon the death of his father-DLA , being the nominee under the policy he lodged a death claim with OP which repudiated it on the ground of misrepresentation of age by the DLA . Finding no alternative he approached this forum for redressal of his grievance.

The OP files SCN stating that, on investigation it was found that the DLA misrepresented his age while availing the policy. As per Job Card bearing no. OR-12-010-010-008/7757 the age of the DLA was 63 years as on 16.02.2006 . Similarly as per voter ID card the age of DLA is 42 years as on 01.01.1994. But the DLA mentioned his age as 50 years in the proposal. So there was understatement of age by the DLA resulting rejection of claim.

Award:- . I have elaborately gone through Photo-copies of proposal form , policy schedule , Job card, Voter ID card and PAN card readily available in the file . The policy in question has been accepted by OP on the basis of proposal dated 05.01.2013 submitted by the DLA wherein the date of birth is mentioned as 01.03.1962 and the Age proof given is PAN Card. The age of the DLA was then 50 years. The date of birth of DLA as mentioned in the proposal is in consonance with that given in PAN card. Serial No. 7 of proposal form relates to age proof. It includes School Certificate, Driving License, Birth certificate and PAN Card as standard age proof. Peculiarly enough, the OP rejected the claim on the basis of age given in the job card and voter ID card. Had these documents been standard age proofs of a particular person, then they must have found place in serial no. 7 of proposal form meant for age proof. It has rightly accepted the PAN card of the DLA as his age proof. Now when the question of payment for death claim arises it cannot be allowed to escape liability. Hence the complaint is allowed. The Op is hereby directed to settle the death of the complainant without least delay.

BHUBANESWAR OMBUDSMAN CENTRE

Complaint No-BHU-L-029-1314-2083 Death Claim

Smt Rebati Behera VS L.I.C.Of India Bhubaneswar D.O.

Award dated 18th March, 2015

Fact:- Case of the complainant in short is that her husband took a policy from the OP commencing from 28.05.2003 for a sum assured of Rs 30000/- .Due to death of her husband on 31.07.2003 she lodged death claim with the OP. But OP intimated that nothing would be paid as the claim was a time barred claim. So she approached this forum for redressal.

The OP files SCN stating that it received the death claim intimation on 09.01.2008 while the death took place on 31.07.2003. So it became a time barred case. OP adds that as per claim form, the DLA died due to Chronic Peptic Ulcer. Further at the time of applying for a duplicate policy on 19.12.2006 through Advocate , the matter regarding death of the DLA was not disclosed. The cause of death of

DLA is different in different documents. All such materials prevented the OP even to go for an ex-gratia payment.

Award:- I have elaborately gone through the Photo-copies of policy bond, proposal form, Claim form 'B' and pleader notice dated 19.12.2006. It appears from policy bond that Rukuna Dei (his wife) is the nominee. But the claim has been lodged by Rebati Behera. No material has been produced to the effect that Rukuna Dei and Rebati Behera are one and the same person. However the insurer has made several correspondences to Rebati Behera, the present complainant, in connection with claim.

It is alleged that the DLA died on 31.07.2003. I fail to understand what prevented the nominee to lodge death claim soon after death of DLA. No explanation to that effect is forthcoming. Although the complainant reiterates to have made several correspondences to the insurers with regard to the death of DLA, not a single scrap of paper to that effect has been produced. Rather it is found that on 19.12.2006 the present complainant made a pleader's notice to the OP for issue of a duplicate policy as the original was destroyed. To my utter surprise in the said letter the death of the DLA had not been disclosed.

It is quite apparent from the claim form 'B' (front page) that the primary cause of death of the DLA is chronic peptic ulcer. In fact Chronic peptic ulcer is a mucosal defect which penetrates the muscularis mucosae and muscularis propria, produced by acid-pepsin aggression. As per the claim form 'B' the DLA was suffering from said disease 15 days before his death. But the proposal on the basis of which DLA took the policy was submitted on 31.05.2003. I do not think by declaring good health condition the DLA suppressed any material fact as his disease chronic peptic ulcer was detected much after submission of proposal. Since the insured died during continuance of the policy the nominee is rightly entitled to the death claim from the OP. The insurer cannot escape liability on flimsy ground. Hence the complaint is allowed to the extent as indicated above. The Op is hereby directed to settle the death claim of the nominee.

BHUBANESWAR OMBUDSMAN CENTRE

Complaint

No-BHU-L-046-1314-2114

Death

Claim

Smt Padi Nahak VS Tata AIA Life Ins.Co.Ltd.

Award dated 25th March, 2015

Fact:- The case of the complainant in a nut-shell is that her husband took a policy from the OP . Unfortunately, he died on 23.10.2011. Being the nominee under the policy the complainant lodged a death claim with the OP which rejected it on the ground that the DLA died on 31.01.2011 i.e. prior to the commencement of policy, but not on 23.10.2011 as emphasized by the complainant. So she approached this forum for redressal of her grievance.

The OP files SCN stating that the complainant Padi Nahak, is the wife of DLA and the nominee under the policy. On 25.09.2012 OP received death claim intimation-cum-claimant's statement along with the death certificate from the complainant intimating that the DLA died on 23.10.2011. On investigation it was found that the DLA died on 31.01.2011 and not on 23.10.2011 as revealed from the reply given by Registrar of Births and Deaths, Berhampur Municipality vide their letter no. 408 dated 19.10.2012. The date of proposal being 28.02.2011 it is clear that the DLA had died prior to taking the policy. So OP repudiated the death claim.

Award:- Photo-copies of proposal dated 28.02.2011 submitted by the DLA, policy terms and conditions, Death Certificate filed by the complainant and letter no. 408 dated 19.10.2012 of Registrar of Births and Deaths , Berhampur Municipality are readily available in the file. A careful scrutiny of those documents goes to show that basing on the proposal dated 28.02.2011 submitted by Mangaraj Nahak, the OP issued the policy bearing no. C156635277 for a sum assured of Rs 108000/-. Padi Nahak is the nominee under the policy. The complainant lodged death claim with the OP stating that the DLA died on 23.10.2011 and produced a photo-copy of death certificate issued by Medical officer I/C, C.H.C., Khandadeuli (Ganjam) having registration No. 471/2011 dated 03.11.2011. However the information supplied by Registrar of Births and deaths, Berhampur Municipality vide letter no. 408 dated 19.10.2012, as obtained through RTI Act clearly reflects that the death of DLA occurred on 31.01.2011 which was registered vide no. 731/2011. Thus, it is quite apparent that the DLA died on 31.01.2011 and not on 23.10.2011 as claimed by the complainant. Since the date of

proposal is 28.02.2011, it is clear that Mangaraj Nahak had died prior to taking the policy.

Now it is abundantly clear that the so called proposal was not submitted by the diseased Mangaraj Nahak as he was dead on 28.02.2011(date of proposal). Thus the insurance contract which arose out of the transaction becomes void abinitio. In the result neither the complainant is entitled to get the death claim nor there arises any liability of the OP to pay the same. Hence the complaint being devoid of any merit, is hereby dismissed.

BHUBANESWAR OMBUDSMAN CENTRE

Complaint No-BHU-L-001-1314-2148 Death Claim

Sri Kartik Shabar VS Aegon Religare Life Ins.Co.Ltd.

Award dated 31st March, 2015

Fact:- The case of the complainant in a nut-shell is that his wife Sajani Shabar took a policy bearing no. 121013655932 from the OP on 16.10.2012. Unfortunately, Sajani Shabar expired on 17.02.2013 at Badapalli. The complainant lodged a death claim with the OP which repudiated the same on the ground that the deceased life assured was a house wife and was not doing tailoring business as stated in the proposal. Reiterating that his wife was doing tailoring business inside the house, the complainant represented to OP for reconsideration of claim, but in vain. So he approached this forum for redressal of his grievance. The OP files SCN stating that based on information provided in the proposal dated 13.10.2012 and documents submitted by the DLA it issued the policy for a sum assured of Rs 290000/- with risk commencing from 16.10.2012. The life assured died on 17.02.2013 while the policy was in force. On receipt of death intimation investigation was carried out. It came to light that the DLA was a labourer and had no fixed income. She was a house wife and was suffering from fever, headache and vomiting since a couple of days before her death. She was taken to CHC Balugaon and diagnosed for cerebral malaria. Her case was referred to MKCG Medical College and Hospital for treatment. On 17.12.2013 she had a cardio respiratory arrest at her residence and expired on the very same day. OP reiterates that the Sarapanch of Badapalli G.P. and neighbourers confirm the above. In spite of that the DLA suppressed these material facts and did not disclose the same in the proposal form. So OP repudiated the claim.

Award:- Here in this case the DLA submitted proposal dated 13.10.2012 showing her annual income as Rs 200000/- and the

exact nature of duty as tailoring. Keeping reliance upon the said statement OP issued the policy in question. Subsequently when the question of death claim arose it advanced contradictory pleas. In the SCN it blew hot and cold in the same breath and pleaded that the DLA was a house wife. Again it pleaded that she was a labourer and had no fixed income. It is difficult to decide which version is to be believed and which one is to be discarded. As per OP, after receipt of death claim intimation it carried out investigation. On the basis of outcome of said investigation it rejected the claim. But to my utter surprise no material, not even a single scrap of paper, has been placed before this forum indicating that in fact there was any such investigation. No material has been produced to show that the DLA was a labourer or a house wife and has no fixed income. On the other hand it is reiterated by the complainant that the DLA was doing tailoring business and was earning a lot. In absence of any definite material regarding misstatement of occupation by the DLA in the proposal, no sane man can switch over to a sudden conclusion that the deceased suppressed certain material fact regarding her occupation and did not disclose the same in the proposal while taking the policy. Thus the plea advanced on behalf of OP cannot be countenanced. Now it is crystal clear that the complainant is the nominee under the policy. The DLA died while the policy was effective. Obviously, the OP is liable to pay the death claim to the complainant who is entitled to the same. It cannot escape liability on some flimsy grounds. Hence the OP is hereby directed to settle the death claim of the complainant without least delay.

BHUBANESWAR OMBUDSMAN CENTRE

Complaint No-BHU-L-006-1314-2136 Death Claim

Sri Satrughan Sethi VS Bajaj Allianz Life Ins.Co.Ltd.

Award dated 11th March, 2015

Fact:- In short, the case of the complainant is that in the year 2012 his wife late Kasturi Sethi took a policy bearing no. 0278936078 from the OP for a sum assured of Rs 180000/-. Kasturi Sethi died on 30.10.2012 due to diarrhoea. Being the nominee under the policy, the complainant lodged a death claim. But OP repudiated the claim on the ground that the DLA was suffering from Multiple Myeloma and had taken treatment from 28.02.2012 to 20.03.2012. Reiterating that the DLA had never suffered from such disease nor she had been treated under any doctor, the complainant represented to OP for reconsideration of his claim, but of no avail. So he approached this

forum. The OP files SCN stating that on the basis of proposal submitted by the complainant it issued the policy which commenced on 26.08.2012. The DLA died on 30.10.2012 just after 65 days of taking the policy. On investigation it was found that the DLA had been hospitalized/taken treatment for Multiple Myeloma from 28.02.2012 to 20.03.2012 at S.C.B. Medical College and Hospital, Cuttack. Though this material fact was known to the DLA, she suppressed the same and did not disclose it in the proposal form. The DLA answered in negative to the relevant questionnaires of the proposal form. So as per clause 6 of policy terms and conditions OP rightly repudiated the death claim.

Award:- Photo-copies of proposal form dated 25.08.2012, policy schedule and BHT of SCB medical College and Hospital, Cuttack are readily available in the file. I have elaborately gone through these documents. It is found that the DLA was admitted into S.C.B. Medical College and Hospital, Cuttack on 28.02.2012 for treatment of Multiple Myeloma and registered vide no. E 27404 dated 28.02.2012 being referred by MKCG, Hospital, Berhampur. She continued there till 20.03.2012. In spite of that the DLA did not disclose this material fact relating to her health in the proposal form submitted on dated 25.08.2012 and negated the questionnaires at Q.No. 14 of proposal. As rightly pointed by the representative of OP, the relevant clause of the policy terms and conditions under the head "Non-Disclosure" clearly says that in case of non-disclosure or fraud or misrepresentation in any document leading to the acceptance of the risk, the company may at its discretion repudiate the claim, subject to the provisions of Section 45 of the Insurance Act, 1938. Thus, the action taken by the OP in repudiating the death claim of the complainant appears to be in conformity with the terms and conditions of the policy which binds both the parties. Since the DLA suppressed material facts regarding her health while taking the policy in question, the complainant is not entitled to the death claim. Hence the complaint being devoid of any merit is hereby dismissed.

BHUBANESWAR OMBUDSMAN CENTRE

Complaint No-BHU-L-001-1314-2162 Death Claim

Sri Ramesh Chandra Kumbhar VS AEGON Religare Life Ins. Co.Ltd.

Award dated 31st March, 2015

Fact:- Brief case of the complainant is that in the year 2012 his father late Rasananda Kumbhar took a policy bearing no. 120513522687 from the OP for a sum assured of Rs 100000/-. Unfortunately, Rasananda Kumbhar died on 20.07.2013. Being the nominee under the policy, the complainant lodged a death claim with OP which repudiated it on the ground of misstatement regarding of occupation and income by DLA at the time of taking the policy. The complainant made representation to OP for reconsideration of his claim, but in vain. So he approached this forum for redressal of his grievance.

The OP files SCN stating that on the basis of proposal and other documents submitted by the DLA it issued the policy having policy issue date 28.05.2012 for a sum assured of Rs 100000/-. On 29.10.2013 OP received claim intimation from the complainant intimating that the DLA died on 20.07.2013. On investigation it was found that the details of occupation and income stated by the DLA in the proposal form were false. OP reiterates that the DLA was a BPL card holder, which is issued to citizens with annual income less than Rs 12000/-. But the DLA stated his nature of duties as selling goods and annual income as Rs 110000/-. As the DLA misstated the information in the proposal, OP repudiated the claim.

Award:- Here in this case the insurer rejected the death claim on the ground of misstatement of DLA's occupation and income in the proposal while taking the policy. It is reiterated that the DLA was a BPL card holder and his annual income was less than Rs 12000/- per annum for which BPL card was issued to him.. But to my utter surprise no such material has been placed before this forum to infer that the DLA was actually having a BPL card and his income was less than what had been shown in the proposal dated 24.05.2012. In absence of any definite material to that effect the action taken by the insurer cannot be bolstered. Although the complainant says so many things it is of no consequence for want of documentary support.

Undisputedly, the DLA took the policy during his life time. There is also no dispute that the complainant is the nominee under the policy. Since the DLA died during continuance of the policy the OP is very well liable

to pay the death claim to the complainant. Hence the complaint is allowed. The OP is hereby directed to settle the death claim of the complainant without least delay.

BHUBANESWAR OMBUDSMAN CENTRE

Complaint No-BHU-L-006-1314-2155 Death Claim

Sri Bhikari Charan Routa VS Bajaj Allianz Life Ins. Co.Ltd.

Award dated 11th March, 2015

Fact:- Brief case of the complainant is that in the year 2011 he took a policy bearing no. 0209111275 from the OP on the life of his daughter Sandhya Rani Routa for a sum assured of Rs 147000/- . The policy and the risk commenced on 11.03.2011. Sandya Rani Routa died on 18.01.2013. Being the father and policy holder under the policy he lodged death claim. But the OP repudiated his claim. The complainant made a number of representations, but of no avail. So, he approached this forum.

The OP files SCN stating that on the basis of proposal submitted by the complainant it issued the policy. The DLA died on 18.01.2013. On investigation it was found that the DLA was hospitalized and treated for Thalassemia Major on 11.02.2011. Though this material fact was known to the DLA and to the complainant (father of DLA) prior to making the proposal , the complainant deliberately concealed /suppressed it in the proposal form by answering in negative the relevant points. So as per Clause 6 of policy terms and conditions, OP rightly repudiated the death claim of the complainant.

Award:- Photo-copies of proposal form dated 11.03.2011, policy schedule and BHT of MKCG Hospital, Berhampur, are readily available in the file. I have elaborately gone through these documents. It is found that the DLA was admitted into Paediatric Department of MKCG.Hospital, Berhampur on 11.02.2011 for treatment of B.Thalassemia Major and registered vide no. 3966 dated 11.02.2011. In spite of that the complainant (father of DLA) did not disclose this material fact relating to the health of his daughter in the proposal form submitted on dated 11.03.2011 and negated the relevant questionnaires. As rightly pointed by the representative of OP, the relevant clause of the policy terms and conditions under the head " Non-Disclosure" clearly saysthat in case of non-disclosure or fraud or misrepresentation in any document leading to the acceptance of the risk, the company may at its discretion repudiate the claim, subject to the provisions of Section 45 of the Insurance Act,1938. Thus, the action taken by the OP in repudiating the death claim of the complainant

appears to be in conformity with the terms and conditions of the policy which binds both the parties. Since the complainant(father of DLA) suppressed material facts regarding health of his daughter while taking the policy in question, he is not entitled to the death claim. Hence the complaint being devoid of any merit is hereby dismissed.

BHUBANESWAR OMBUDSMAN CENTRE

Complaint No-BHU-L-014-1314-2002 Death Claim

Sri Ela Subash VS Edeilweiss Tokio Life Ins. Co.Ltd.

Award dated 2nd March, 2015

Fact:- Brief case of the complainant is that in the year 2012 his mother took a policy through online from the OP for a sum assured of Rs 15,00,000/-. She died on 27.12.2012 while she was carried to hospital . Being the nominee under the policy the complainant lodged a death claim with OP which repudiated it .So, he approached this forum for redressal.

The OP files SCN stating that on 05.04.2013 it received death claim intimation from the complainant. Investigation was carried out, which revealed that the DLA Ela Paramma actually died 1 ½ years prior to the date of filing of the application for insurance. OP reiterates that the Sarapanch who gave Cremation certificate regarding death of DLA on 27.12.2012, the same Sarapanch Sri Trinath Behera had given a letter stating that the DLA EIA Paramma died earlier, sometime in January,2011. The death of the DLA has also been registered in December,2011 in the Anganwadi Register. OP adds that the nominee-complainant managed to obtain the policy in the name of DLA through online application with a view to grab a huge sum of money.

Award:- In the present context Regulation 4 of the IRDA (Protection of Policy Holder's Interest), 2002 is very clear. As per the said regulation, except in cases of a Marine Insurance Cover, where current market practices do not insist on a written proposal form, in all cases, a proposal for grant of a cover must be evidenced by a written document. To my utter surprise, a clear deviation is marked in the present case. Apart from online application there is no written document. The reason is best known to the insurer. Peculiarly enough, the RTI reply in letter no. 675 dated 13.12.2013 as submitted on behalf of OP relates to one A.Paramma whose death occurred on 23.01.2012 due to old age. So this reply cannot be connected with the DLA who was E.Paramma. Of course, it is true that the photo-copy of the extract of entry regarding date of death of the DLA in Anganwadi Register, Darubhadra (Ganjam) is filed from the side of the OP and it shows that Ela Paramma died on 27.12.2011. But the complainant files photo-copy of the Death

Certificate issued by Register of Births and Deaths, Berhampur (Ganjam) showing that the DLA died on 27.12.2012. Obviously, the latter predominates over the former i.e. the entry in Anganwadi Register. It may here be noted that the said death certificate is followed by a series of medical papers, pathological report, money receipt etc. reflecting treatment of the DLA at Sriram Hospital, Berhampur (Ganjam) prior to her death.

Some sort of emphasis is laid upon the Certificate of Sarpanch, Darubhadra G.P. A careful scrutiny of the same goes to show that the complainant on 28.01.2013 obtained a certificate from Trinath Behera, Sarpanch, Darubhadra G.P. who revealed that the DLA died on 27.12.2012. But on 12.11.2013 the same Sarpanch granted a certificate to the OP stating the time of death of the DLA as January,2011. No reliance can be reported on such contradictory report of Sarpanch. The most Interesting fact which comes to light during overall scrutiny of the available materials is that the materials produced on behalf of OP are even found to be inconsistent with each other with regard to time of death of DLA. When the extract of Anganwadi Register discloses the date of death as 27.12.2011, the photo-copy of RTI reply reveals it as 23.01.2012. So it is difficult to decide from among the materials produced on behalf OP which one is to be believed and which one is to be discarded. The OP cannot escape liability on fragile grounds. Hence the complaint is allowed. The OP is hereby directed to settle the death claim of the complainant without least delay.

BHUBANESWAR OMBUDSMAN CENTRE

Complaint No-BHU-L-029-1314-2090 Death Claim

Sri Bibhu Prasad Sahoo VS L.I.C.Of India Cuttack D.O

Award dated 20th March, 2015

Fact:- Brief case of the complainant is that in the year 2011 his father late Bandhu Sahoo took a policy bearing no. 598627500 from the OP for a sum assured of Rs 60000/-. The policy commenced on 28.12.2011. Bandhu Sahoo died on 18.07.2012. Being the nominee under the policy, the complainant lodged a death claim with OP which did not settled the same.. He made communication with OP, but of no avail. So he approached this forum for redressal of his grievance. The OP files SCN stating that the DLA died within 6 to 7 months after taking the policy. On investigation it was found that the DLA was suffering

from CVA, HTN a year before the policy. The Medical prescription dated 16.12.2010 of Dr. S.K.Giri clearly shows that DLA was taking treatment for CVA, HTN and was advised to consult Urologist immediately. DMR opined that DLA had polycystic kidney disease that caused hypertension. Such polycystic kidney disease exists since birth, and manifests in adulthood. In spite of that the DLA suppressed such material facts regarding his health and did not disclose the same in the proposal form. So OP repudiated the death claim.

Award:- The OP repudiated the claim of the complainant on the ground of suppression of material facts regarding health of DLA in the proposal ,basing solely upon the medical prescription of Dr.S.K.Giri. Photo-copy of the medical prescription is available in the file. On a careful scrutiny of the aforesaid medical prescription it is seen that it is of dated 16.12.2011 when the DLA took treatment from Doctor S.K.Giri. But the proposal form duly filled in was submitted on 29.10.2011 i.e. prior to treatment under Doctor S.K.Giri. Thus the contention of OP that the DLA suppressed material facts regarding his health in the proposal fails. The OP has wrongly repudiated the death claim of the complainant. Hence the OP is hereby directed to settle the death claim of the complainant without further delay.

BHUBANESWAR OMBUDSMAN CENTRE

Complaint No-BHU-L-006-1314-2156 Death Claim

Smt Snehalata Behera VS Bajaj Allianz Life Insurance Co.Ltd.

Award dated 10th March, 2015

Fact:- Brief case of the complainant is that in the year 2012 her husband late Patitapaban Behera took a policy bearing no. 022898321 from the OP for a sum assured of Rs 125000/- . Her husband paid two premiums amounting to Rs 100884/- on the policy. After the death of Patitapaban Behera, life assured the complainant , being the nominee under the policy lodged a death claim with the OP. But the OP repudiated the death claim on the ground that the DLA had suppressed some material facts regarding his health while taking the policy. The complainant made a number of representations, but of no avail. So, she approached this forum for Redressal. The OP files SCN stating that on the basis of proposal submitted by the DLA it issued the said policy which commenced on 28.03.2012. The DLA died on 18.07.2013. On investigation it was found that the DLA had consulted/treated since 14.12.2011 as a case of Carcinoma Lower Alveolus-Buccal Mucosa with

past history of surgery for the same in 2000, 2001 and 2008. Though this material fact was known to the DLA prior to making the proposal , he deliberately concealed /suppressed the same in the proposal form by answering in negative the relevant points. So as per Clause 6 of policy terms and conditions , OP rightly repudiated the death claim of the complainant.

Award:- Photo-copies of proposal form dated 30.03.2012, policy schedule and OPD/casualty progress Sheet of Kalinga Hospital limited, Bhubaneswar are readily available in the file. I have elaborately gone through the same. It is found that the DLA was treated at Kalinga Hospital limited , Bhubaneswar on 14.12.2011 for treatment of Carcinoma Lower Alveolus-Bucal Mucosa. Again he was treated on 08.02.2012, 07.03.2012 and also on different dates up to 11.03.2013. Moreover the authorized representative of the complainant openly declares that his father-DLA was suffering from cancer since 2000. In spite of that the DLA did not disclose those material facts relating to his health in the proposal submitted on dated 30.03.2012 and negated relevant questionnaires of proposal form. As rightly pointed by the representative of OP, the relevant clause of the policy terms and conditions under the head " Non-Disclosure" clearly says that in case non-disclosure or fraud or misrepresentation in any document leading to the acceptance of the risk, the company may at its discretion repudiate the claim, subject to the provisions of Section 45 of the Insurance Act,1938. Thus, the action taken by the OP in repudiating the death claim of the complainant appears to be in conformity with the terms and conditions of the policy which binds both the parties. Since the DLA suppressed material facts regarding his health while taking the policy in question, the complainant is not entitled to the death claim. Hence the complaint being devoid of any merit is hereby dismissed.

BHUBANESWAR OMBUDSMAN CENTRE

Complaint No-BHU-L-017-1314-2113 Death Claim

Smt Padi Nahak VS Future Generali Life Insurance Co.Ltd.

Award dated 25th March, 2015

Fact:- In brevity the case of the complainant is that her husband late Mangaraj Nahak took a policy bearing no. 00783843 from the OP . Unfortunately, Mangaraj Nahak died on 23.10.2011. Being the nominee under the policy the complainant lodged a death claim with the OP which rejected it on the ground that the DLA died on 31.01.2011 i.e. prior to commencement of policy, but not on 23.10.2011 as demanded

by the complainant. So she approached this forum for redressal of her grievance. The OP files SCN stating that basing upon the proposal it issued the policy to the DLA on 31.03.2011. On receipt of death intimation from the complainant, investigation was carried out . It came to light that the DLA actually passed away on 31.01.2011 . This was prior to the date on which proposal was signed for taking the policy. OP reiterates that the death certificate issued has been cancelled by Registrar of Births and Deaths. Further the Anganwadi register shows that the death of the life assured occurred on 31.01.2011 . So the claim of the complainant was rejected .

Award:- The death certificate filed by the complainant shows that the DLA died on 23.10.2011. But the certified copy of the death certificate clearly indicates that the death certificate furnished by the complainant has been cancelled as there is variation of date of death of DLA. The entry in the Anganwadi register shows that the Date of death of DLA is 31.01.2011. The proposal was submitted by the DLA on 12.03.2011 which is after the death of DLA. So OP rightly rejected death claim. Photo-copies of proposal dated 12.03.2011 submitted by the DLA, policy terms and conditions, Death Certificate and Anganwadi register are readily available in the file. A careful scrutiny of those documents goes to show that basing on the proposal dated 12.03.2011 submitted by Mangaraj Nahak, the OP issued the policy for a sum assured of Rs 130000/- . Padi Nahak is the nominee under the policy. The complainant lodged death claim with the OP stating that the DLA died on 23.10.2011 and produced a photo-copy of death certificate issued by Medical officer I/C C.H.C., Khandadeuli (Ganjam) having registration No. 471/2011 dated 03.11.2011. In the photo-copy of Death certificate submitted on behalf of OP the same Medical Officer I/C has clearly endorsed on the face of it that the death certificate is temporarily cancelled as there is variation of date of death of Mangaraj Nahak. Further the photo-copy of Anganwadi Register shows the date of death of Mangaraj Nahak is 31.01.2011. Thus, it is quite apparent that Mangaraj Nahak died on 31.01.2011 and not on 23.10.2011 as claimed by the complainant. Now it is abundantly clear that the proposal was not submitted by the diseased Mangaraj Nahak as he was dead by the time of submission of proposal on 12.03.2011. Obviously the insurance contract which arose out of the transaction becomes void abinitio. In the result neither the complainant is entitled to get the death claim nor there arises any liability of OP to pay the same. Hence the complaint being devoid of any merit, is hereby dismissed.

BHUBANESWAR OMBUDSMAN CENTRE

Complaint No-BHU-L-029-1314-2132 Death Claim

Smt Tapaswini Panda VS LIC of India, Sambalpur DO

Award dated 31st March, 2015

Fact:- Brief case of the complainant is that her father had taken 3 policies from OP. He died on 15.03.2012 due to heart attack. Being the nominee the complainant lodged death claim with OP which settled death-claims in respect of two policies but repudiated with regard to 3rd one bearing policy no. 593967375 on the ground that the age of the DLA was stated as 59 years in the proposal instead of 67 years as per voter list of 2010. She made representation to OP for reconsideration of her claim, but in vain. So she approached this forum for redressal .

The OP files SCN stating that the policy in question was a high risk plan with low premium where the maximum age at entry is 50 years with non-standard age proof like voter ID card and 60 years with standard age proof. Such policy cannot be granted to a person above 50 years of age with non-standard age proof. The DLA had not given standard age proof in all 3 policies. The age of DLA in the proposal was 59 years. On enquiry it was found that in the voter list of 2010 the age of DLA was 67 years. The complainant was asked to submit the school certificate of DLA which was a standard age proof, but she could not produce it. As the age of DLA was 67 years which was impermissible under such the death claim was repudiated by the OP.

Award:- On a minute scrutiny of the photo-copy of the proposal dated 18.09.2010 as submitted by the DLA it is found that the column meant for nature of age-proof submitted on the front of the proposal form has been filled in with the words "policy status". The age and the date of birth have been mentioned as 59 and 18.03.1952 respectively. As admitted by the complainant herself the DLA had taken two other policies previously. When the photo-copies of proposals in respect of previous policies are scrutinized it is seen that the relevant columns reflect previous policy (P.P.) , 59 and 18.03.1952 in one of the same and voter card (V.C.), 54 and 01.01.1952 in the other. If actually voter card was previously submitted as age proof, I do not understand why the complainant does not come forward with the same to show the actual age of the DLA. No plausible explanation to that effect is forthcoming.

The OP relies upon the voter list of 2010 and pleads that the DLA was aged about 67 years while taking the policy. But he suppressed such material fact and disclosed his age as 59 years as that particular policy-plan was meant for persons up to age of 60 years.

But the complainant opposes the voter list as wrong and erroneous on the ground that it reflects identical card number of the DLA and one Haribandhu Prasad Suna at serial number 296 and 428 respectively. I find some strength in the contention of the complainant. However the photo-copy of proposal dated 30.03.2005 as submitted by the complainant herself is produced on behalf of the insurer. The complainant openly admits before this forum that in the year 2005 she took a policy from OP for sum assured of Rs 30000/- . A careful scrutiny of the photo-copy of said proposal goes to show that serial number 7 relates to family history and in that column the complainant had disclosed the age of her father as 63 years. If it is true then on a bare calculation the DLA must have attained the age of 68 years in the year 2010 when he submitted proposal for the policy under controversy.

In view of above facts and circumstances it can be safely concluded that the complainant has failed to prove the actual age/date of birth of the DLA at the time of taking the policy in question. The available material indicates that the DLA was aged about 68 years at the relevant point of time. In spite of that he showed his age as 59 years and date of birth as 18.03.1952 in the proposal submitted by him on 18.09.2010. Clearly, this amounted to suppression of age. As such the OP has rightly rejected the death claim. The claim of the complainant fails for want of adequate material. Hence the complaint being devoid of any merit is dismissed.

BHUBANESWAR OMBUDSMAN CENTRE

Complaint No-BHU-L-006-1314-2158 Death Claim

Sri Raghunath Behera VS Bajaj Allianz Life Ins. Co. Ltd.

Award dated 11th March, 2015

Fact:- Brief case of the complainant is that in the year 2012 his wife took a policy from the OP for a sum assured of Rs 198000/- . She died on 10.09.2012. Being the nominee under the policy, the complainant lodged a death claim. But the OP repudiated the death claim on the ground that the DLA had understated her age by 29 years by submitting a fake document at the time of taking the policy. So, he approached this forum for Redressal.

The OP files SCN stating that on investigation it was found that the DLA had submitted fake age proof i.e. Gram Panchayat Certificate and understated her age by 29 years at the time of taking the policy. Though this material fact was known to the DLA prior to making the proposal , the DLA deliberately concealed /suppressed it in the proposal form. OP reiterates that Sarapanch's Certificate collected by it, reflects that the life assured's age was 65 years. This data relating to age of DLA is supported by series of documents like MENREGA job card, Voter List of 2013, register of local CHC and medical prescription wherein age was tempered. So as per Clause 6 of policy terms and conditions , OP rightly repudiated the death claim of the complainant.

Award:- Photo-copies of proposal form dated 16.04.2012, policy schedule, voter list of 2013, Certificate of Sarapanch dated 13.04.2012 and copy of voter ID card are readily available in the file. I have elaborately gone through these documents. It is found that the DLA furnished Village Panchayat Certificate as the age proof along with the proposal for taking the policy. The age mentioned in the proposal is in consonance with that mentioned in Panchayat Certificate having date of birth as 01.02.1976. As per Voter ID card the DLA was 18 years as on 01.01.1994. Thus the age of the DLA given in proposal is not only in consonance with Sarapanch's Certificate but also with the voter ID.

As a matter of fact the date of birth of a particular person is well reflected in the birth certificate, School Certificate, Horoscope etc. So these are considered to be valid age proofs. As it appears, there is a column with regard to age proof in the proposal form. The said column includes Birth Certificate, SSC Certificate, Driving License, Passport and PAN as the documents relating to age proof of the proposer. None of these standard documents has been produced by the DLA while taking the policy. He produced Sarapanch's Certificate as his age proof and it was duly mentioned in the relevant column specified for other age proof. But to my utter surprise neither the voter list nor MANREGA job card nor CHC register nor medical prescription upon which the OP reposes utmost reliance , has been included in the proposal form as a standardised age proof. In such a circumstance the OP cannot be allowed to be swayed by the age given in those documents which are neither considered to be valid age proofs nor find place in the appropriate column of the proposal form Since the DLA died during the continuance of the policy and since because the complainant is the nominee under the policy, he is entitled to the death claim from the insurer. The OP cannot escape liability on such a fragile ground that the DLA suppressed her actual age by submitting a fake certificate, by wrongly giving undue importance to the entries of non-standardised age proofs. Hence the complaint is allowed. The OP is hereby directed to settle the death claim of the complainant without least delay.

BHUBANESWAR OMBUDSMAN CENTRE

Complaint No-BHU-L-006-1314-2078 Death Claim

Sri Sambhu Prasad Sahu VS Bajaj Allianz Life Ins. Co. Ltd.

Award dated 11th March, 2015

Fact:- In short, the case of the complainant is that in the year 2013 his father took a policy from the OP for a sum assured of Rs 131000/-. He died on 24.02.2013. Being the nominee, the complainant lodged a death claim. But OP repudiated the claim on the ground of submission of fake age proof. So he approached this forum.

The OP files SCN stating that on investigation it was found that the DLA had produced a fake school leaving certificate in respect of his age proof and a photograph of a young person along with proposal form. As per the Aadhar Card of the DLA the date of birth is 22.01.1954 but in the proposal he had mentioned the date of birth as 12.06.1967. OP adds that the ID card issued from Rastriya Swasthya Bima Yojana shows the age of the DLA as 58 years and also in Voter ID card his age is 40 years as on 01.01.1994. The Head Master of Bagada Govt. Primary School, Bagada has informed that the SLC produced by the DLA was not issued from their school. Moreover, the School issues certificate in Oriya and not in English.

Award:- A careful scrutiny of Photo-copies of proposal form dated 21.01.2013, policy schedule, transfer Certificate dated 13.07.2012 of Govt. Primary School, Bagada, Aadhar Card, Voter ID card and Certificate of Sarapanch of Mahalet Gram Panchayat goes to show that the DLA produced the SLC/TC as the age proof along with the proposal form. The date of birth mentioned in the proposal form is in consonance with that entered in the SLC/TC i.e.12.06.1967 and age is 45 years. In the present case the DLA supplied his SLC/TC as his age proof. But the OP impeaches the entries therein on the ground of an endorsement made on the face of it. It is seen that the said endorsement has been made by in-charge Head Master of the Primary School. As per the endorsement the certificate has not been issued by the School. It is not known whether the endorsement has been made by the in-charge Head Master, whether he is authorised to do so and whether that endorsement is in conformity with school record. Several questions arise on the genuineness of the said endorsement. The position becomes grave particularly when the complainant files a photocopy of the relevant TC with Head Master's endorsement thereby confirming the data as true and in accordance with school record. I do not understand why the OP entered upon an insurance contract believing the TC as genuine and subsequently impeached the contents therein particularly when a claim arose. However on the basis of an endorsement alone, the entire document cannot be brushed aside. The OP cannot escape liability on a fragile ground. Hence the complaint is

allowed. The OP is hereby directed to settle the death claim of the complainant without least delay.

BHUBANESWAR OMBUDSMAN CENTRE

Complaint No-BHU-L-046-1314-2088 Death Claim

Sri Jitendra Barik VS TATA AIA Life Ins. Co. Ltd.

Award dated 30th March, 2015

Fact:- Sans unnecessary details, the case of the complainant is that his father took two policies from OP . He paid Rs 9809/- towards initial deposit on 22.08.2011 for taking the policy No. c 671627126. Suddenly, he died on 24.08.2011. Being the nominee under both the policies, the complainant lodged death claims. OP settled death claim under one policy but rejected the claim on other policy no. C 671627126. It refunded only the premium amount of Rs 9659/- on the ground that there was no liability under the said unconcluded contract but limited to refund of premium paid. So he approached this forum for Redressal.

The OP files SCN stating that it paid death claim in one policy and declined the claim in other policy no. C671627126 as LA expired before the issuance of the policy. OP reiterates that the DLA had signed the proposal/application form on 22.08.2011 for the said policy and the policy was issued on 25.08.2011. OP further submits that it received the initial deposit of Rs 9809/- from the DLA and granted a receipt wherein it was specifically mentioned that 'Acceptance of deposit does not constitute risk commencement. It starts after acceptance of risk by the company". As the DLA died before issuance of the policy i.e. before acceptance of risk by the OP it repudiated the claim.

Award:- Actually a contract of insurance is a contract by which one party in consideration of price paid to him adequate to the risk, becomes security to the other, that he shall not suffer loss, damage, or prejudice by the happening of perils specified to the certain things which may be exposed to them. The parties to a contract of insurance are the insured and the insurer. The person who undertakes the risk is called the Insurer and the person whose interests are protected is called the Assured. As in case of any other contract a contract of insurance is formed by a proposal followed by an acceptance. In a life insurance contract particularly, the inception of a valid and binding contract relates to payment of the 1st premium and whatever took place prior to it must be regarded as mere negotiation and adjustment of

preliminaries, the presumption being that there shall be no contract till the 1st premium is paid and the policy is issued. In fact there is no contract binding the company unless the proposer assents to or complies with the terms of the company. The parties must agree upon every material term in order to have a binding contract of insurance. A contract of insurance is concluded only when the party to whom an offer is made accepts it unconditionally and that acceptance is communicated to the proposer. Keeping in view the established principles of Law on insurance contract let us now switch over to the particular facts and circumstances of the present case.

After a careful scrutiny of the Photo-copies of proposal form dated 22.08.2011, receipt of initial premium and policy documents it is seen that deceased Iswar Barik deposited Rs 9809/- on 22.08.2011 with the OP which granted a receipt being superscribed with a condition that acceptance of deposit does not constitute risk commencement which starts after acceptance of risk by the company. Thus it is clear that OP accepts the offer (Proposal and 1st Premium) conditionally. Then the policy containing the terms and conditions of the insurance contract was issued on 25.08.2011 when the risk commenced. But by the time of issuance of policy and commencement of risk the insured was no more on this mundane earth. Thus it can be safely inferred that there was no concluded contract in between the insured and the insurer by the time when the insured died. In such a circumstance the nominee-complainant is neither entitled to get the death claim nor OP is liable to pay the same. Hence the complaint being devoid of any merit is hereby dismissed.

BHUBANESWAR OMBUDSMAN CENTRE

Complaint No-BHU-L-017-1314-2153 Death Claim

Sri Gadadhar Sahoo VS Future Generali Life Ins.Co.Ltd.

Award dated 25th March, 2015

Fact:- Brief case of the complainant is that in the year 2012 his mother took a policy from the OP for a sum assured of Rs 90000/- which commenced on 24.08.2012. Unfortunately she died on 30.11.2012. Being the nominee under the policy the complainant lodged a death claim with the OP which repudiated it on the ground of misrepresentation of age by the DLA at the time of taking the policy. The OP refunded a sum of Rs 7403/- to the complainant towards the premium paid on the policy. Hence the present grievance.

The OP files SCN stating that on investigation it came to light that the DLA was more than 70 years of age as on the date of proposal and not approximately 50 years as stated in it. The Voter list of 2013 shows the

age of the DLA as 74 years. Village Sarapanch has also certified that the DLA was approximately 74 years of age at the time of death.

Award :- A careful scrutiny of Photo-copies of proposal form dated 24.08.2012, policy document, Voter ID card, Voter List 2013 and Sarapanch,'s certificate goes to show that the DLA produced the voter ID card in relation to her age proof along with the proposal form. The age of DLA as mentioned in the proposal form is 50 years and it is in consonance with that entered in the voter ID card. Column 1 of the proposal form has stated about nature of age proof. It includes School/college Certificate, Municipal certificate , Passport, PAN card, Driving License, Ration Card, Voter ID Card and others . But the said column does not specifically reflect that the voter list is a kind of age proof. In fact voter list is not a piece of evidence regarding age of a particular person. That is why the said column rightly does not include voter list as a proof of age. In spite of that the OP unnecessarily laid emphasis on the entries of voter list regarding age of the DLA and compared it with that mentioned in the proposal form. The procedure is thoroughly wrong and erroneous. Next comes the question of Sarapanch's Certificate. The local Sarapanch certifies on the basis of voter list of 2013 that the DLA was aged about 74 years at the time of her death. The evidentiary value of Voter list of the year 2013 with regard to age of DLA has been well discussed above on the face of voter ID as furnished while taking the policy. Since the source of knowledge of the Sarapanch as regards the age of DLA is not otherwise but the voter list of 2013, it is not acceptable. The OP cannot escape liability on a fragile ground. Hence the complaint is allowed. The OP is hereby directed to settle the death claim of the complainant without least delay.

BHUBANESWAR OMBUDSMAN CENTRE

Complaint No-BHU-L-029-1314-2035 Death Claim

Smt Smati Jena VS L.I.C Of India Berhampur

Award dated 25th March, 2015

Fact:- The case of the complainant in short is that her husband took a policy from the OP. Unfortunately he died on 08.04.2011 due to kidney failure at his native village Goudia Boroda. After his death the complainant lodged a death claim with the OP which became callous. The complainant made a number of correspondences, but of no avail. So she approached this forum .

The OP files SCN stating that due to non-payment of premium the policy lapsed having first unpaid premium (FUP) as 06/2010. The policy holder-DLA revived the policy on 19.02.2011. On investigation it was found that the DLA was under treatment at CARE Hospital, Vishakhapatnam from 30.03.2011 to 07.04.2011 . From the discharge

summary it was learnt that the DLA was a known case of HTN, and came with swelling of limbs, fever, distension of abdomen, vomiting, known nephritic syndrome for treatment on 04.02.2011. In spite of that the DLA suppressed these material facts regarding his health and did not disclose the same while reviving the policy on 19.02.2011. So OP repudiated the death claim.

Award :- On a careful scrutiny of photo-copy of the Discharge Letter of Department of Nephrology, CARE Hospitals, Vishakhapatnam it is found that the DLA was admitted into the said hospital on 30.03.2011 and was discharged on 07.04.2011 where Nephrotic Syndrome-FSG, ILD, SEPSIS and HTN were diagnosed. It was also found that the DLA was a known case of HTN and came with swelling of limbs, fever, distension of abdomen, vomiting Known Nephritic Syndrome for treatment on 04.02.2011.

Although the OP, chiefly, advances its plea on the basis of suppression of material fact by the DLA in the declaration of good health form, the same is not produced. The representative of OP openly declares that he is unable to produce the basic document as it is not available in the office. I do not understand what happened to that important document and how it became missing, if actually the DLA furnished such a declaration during revival of the policy on 19.02.2011. No plausible explanation to that effect is forthcoming. In absence of the basic document, no sane man can believe for a moment that the DLA as pleaded by OP really submitted such a declaration of good health thereby suppressing his health condition as reflected in the discharge letter granted by the CARE Hospital, Visakhapatnam. Thus the plea taken by the OP finds no leg to stand.

Hence the complaint is allowed. The OP is hereby directed to settle the death claim of the complainant without least delay.

BHUBANESWAR OMBUDSMAN CENTRE

Complaint No-BHU-L-021-1314-2147 death Claim

Sri Syama Sundar Panda VS ICICI Pru Life Ins.Co.Ltd

Award dated 27th March, 2015

Fact:- Sans unnecessary details, the case of the complainant is that his wife took a policy from the OP for a sum assured of Rs 482400/-. She died of natural death on 27.08.2012 at her village Talarampalli. Being the nominee under the policy the complainant lodged a death claim with the OP. But it repudiated his claim on the ground that the DLA was not engaged in any vegetable Business and misrepresented her occupation, income and her suffering from Cancer.

The OP files SCN stating that upon the Application/proposal forms and other documents submitted by the complainant, it issued the policy which commenced from 25.07.2012. The policy documents were dispatched to the complainant on 28.07.2012. OP received the death claim intimation on 19.10.2012 informing that DLA died on 27.08.2012. It was found that the DLA had given false replies to the question regarding income and occupation details in the application form. Had the income and occupation been disclosed correctly, OP would not have issued the policy. So the claim of the complainant was rejected and intimated to him .

Award :- At the time of hearing before this forum, the complainant states that he is a BPL card holder. He is entitled to get the claim. The representative on behalf of OP. states that it came to light from the entries in BPL card issued to the complainant that the DLA had no income and her family income was Rs 10000/- per annum. The DLA was a housewife. But she suppressed these material fact regarding her income and occupation and did not disclose the same in the proposal form . I have elaborately gone through Photo-copy of the policy documents and proposal dated 17.07.2012 and BPL Card . The proposal form dated 17.07.2012 clearly reflects that the DLA was doing Vegetable business and her annual income wasRs 250000/-The BPL card issued on dated 31.07.2007 by Tahasildar, Khallikote shows that the DLA was a housewife and had no independent income. In spite of that she suppressed these material facts and did not disclose the same in the proposal form dated 17.07.2012 correctly while taking the policy.Since a contract of insurance is a contract based on utmost good faith and since because the DLA manifestly suppressed her occupation and income in the proposal submitted on dated 17.07.2012, she committed a breach. So the insurer is not liable to pay the death claim . I find no infirmity in the procedure adopted by the OP in rejecting the death claim of the nominee-complainant. Hence the complaint being devoid of any merit, is dismissed.

BHUBANESWAR OMBUDSMAN CENTRE

Complaint No-BHU-L-009-1314-2016 death Claim

Smt Koushalya Oram VS Birla Sun Life Ins.Co.Ltd

Award dated 18th March, 2015

Fact:- Brief case of the complainant is that in the year 2012 her husband took a policy from the OP for a sum assured of Rs 1500000/- which commenced on 17.03.2012. He died on 13.07.2012 due to Hepatitis at their residence but her death claim was repudiated by the compny . So she approached this forum.

The OP files SCN stating that on investigation it was found that the DLA was a labourer and had falsely stated his annual income as Rs 120000/- in the proposal form. OP adds that the DLA got injury in neck and leg with infection for which he took treatment prior to taking the policy. The DLA suppressed these material facts

Award :- After a careful scrutiny of Photo-copy of the proposal form dated 07.03.2012 it is found that the occupation of the DLA was service. He was working as a supervisor under Binayak Transport, Sambalpur and his annual income was Rs 120000/-. OP has filed a photo-copy of Affidavit sworn by the complainant before Notary Public, Sambalpur on 28.10.2013. The claim has been rejected only on that basis. It is seen that the contents of the Affidavit are in English. But the complainant has signed in Oriya. There is no endorsement on the affidavit to the effect that the contents therein were read over and explained to the deponent and after knowing and understanding the same to be true she put her signature. More so, the complainant declares before this forum that she does not know English. Only with a hope to get the claimed amount she subscribed her hand to the said affidavit even without knowing its contents. In such circumstances, no reliance can be reposed upon the said affidavit. The OP fails to produce any other evidence in support of its case. Thus the plea that the DLA suppressed his occupation and annual income while taking the policy gets a grand rebuff for want of adequate material. So she is entitled to get the death claim from the OP. The insurer cannot escape liability on a fragile ground. Hence the complaint is allowed. The OP is hereby directed to settle the death claim of the complainant without least delay.

BHUBANESWAR OMBUDSMAN CENTRE

Complaint No-BHU-L-029-1314-2137 Death Claim

Sri Gagan Bihari Parida VS L.I.C.Of India Bhubaneswar DO.

Award dated 13th March, 2015

Fact:- Case of the complainant in short is that his wife took a policy from the OP. Subsequently she died. After her death the complainant lodged a death claim with OP which repudiated the same on the ground that the DLA suppressed some material facts regarding her health .. So, he approached this forum for redressal. The OP files SCN stating that on investigation it was found that the DLA was treated at SCB Medical College and Hospital, Cuttack for Rheumatic Heart Disease in low condition on 25.07.2011 with breathlessness and recurring vomiting and died on the same day i.e. on 25.07.2011. The DMR opined that the DLA was suffering from the disease since childhood. As the DLA suppressed such material facts regarding her health and did not disclose the same in the proposal while taking the policy, OP repudiated the death- claim.

At the time of hearing , the complainant states that he is entitled to get the death claim. The representative appears on behalf of OP states that the DLA was suffering from RHD about six years prior to her death.

Award :- . I have elaborately gone through Photo-copies of policy bond (1st page only), proposal form, BHT of SCB Medical College and Hospital, Cuttack, and DMR opinion . The BHT of SCB Medical College & Hospital, Cuttack shows that the DLA was admitted on 25.07.2011 for RHD and MS, PAH, in CCF low condition. RHD is the abbreviation for Rheumatic Heart Disease and MS for Multiple Scierosis which is a Chronic Disease and attacks central nervous system. PAH stands for Pulmonary Artery Hypertension. Similarly CCF is the short form of Congestive Cardiac Failure. It is a condition in which heart loses ability to pump blood efficiently throughout the body. The Bed Head Ticket indicates that the DLA was a known case of Heart Disease which was detected since last 6 years. But the Doctor makes it clear by writing in bold letters that no document was available regarding the same. In absence of any documentary proof it cannot be said that the DLA was suffering from heart disease since last 6 years and she was a known case of heart disease. The DLA got admitted into the hospital on 25.07.2011 and on the very same day she died while taking treatment. As per the Divisional Medical Referee (DMR), congestive cardiac failure is an old disease of childhood and on the basis of this opinion alone the OP repudiated the death claim. Of course, it is true that congestive cardiac failure is a chronic, long term condition although it can sometimes develop suddenly. In such a circumstance one cannot jump over to a conclusion that the DLA was suffering from CCF since her childhood. In absence of any definite proof the OP cannot rely upon the assumption of the DMR. In the case of DLA the CCF may have developed suddenly. Here in this case the proposal submitted by DLA is of dated 13.10.2010 showing her good health condition. Record lacks any material reflecting adverse health condition of DLA prior to submission of proposal. The BHT dated 25.07.2011 does not lend support to the plea advanced on behalf of the OP. The OP cannot escape liability on a flimsy ground. Hence the complaint is allowed. The OP is hereby directed to settle the death- claim of the complainant without least delay.

BHUBANESWAR OMBUDSMAN CENTRE

Complaint No-BHU-L-009-1314-2039 Death Claim

Sri Udaya Behera VS Birla Sun Life Insurance Co.Ltd.

Award dated 12th March, 2015

Fact:- Brief case of the complainant is that in the year 2012 his son late Rabindra Kumar Behera took a policy bearing no. 005598419 from the OP for a sum assured of Rs 152800/- . Rabindra Kumar Behera died on 01.06.2012 due to drowning in Salia reserve at Malabelapada. Being the nominee under the policy , the complainant lodged a death claim with the OP which repudiated the claim on the ground that the death certificate submitted was a fake document. Reiterating that the death Certificate was a true and authentic document, he represented to Op for reconsideration of his claim, but of no avail. So he approached this forum. The OP files SCN stating that on the basis of proposals/application submitted by the DLA it issued the policy to the DLA having policy issue date 31.05.2012 for a sum assured of Rs 152800/- at an annual premium of Rs 9986.74. OP received the death claim intimation from the complainant wherein it was mentioned that the DLA died on 01.06.2012 with cause of death as asphyxia due to drowning. On enquiry it was found that the Death certificate of the DLA submitted by the Complainant was a fake document. OP adds that the village Sarapanch has certified the death of DLA as a forge one as the date of death of DLA was 29.05.2012. OP reiterated that as the actual date of death of DLA was 29.05.2012 i.e. prior to issue of policy . In fact the DLA had died before signing the proposal/application form for the relevant policy. So OP rightly repudiated the death claim.

Award:- Photo-copies of the proposal form dated 29.05.2012 basing on which the policy has been issued, Policy details (1st page) , Death Certificate dated 13.07.2012 and Certificates dated 08.09.2012 and dated 01.02.2013 of Sarapanch Kumbhargaoon G.P. are readily available in the file. I have elaborately gone through those documents. It is found that the policy issue date is 31.05.2012 and the complainant is the nominee under the policy. It is quite apparent from the Death Certificate dated 13.07.2012 issued by Registrar of Births and Deaths cum Medical Officer, PHC Sumandal(Ganjam) that the DLA Rabindra Kumar Behera, S/o Udaya Behera died at Malabelapada on 01.06.2012. The OP attacks this death certificate on the basis of a certificate rendered by Sarapanch, Kumbhargaoon G.P. and pleads that it is a fake document. It is needless to mention here that the Sarapanch concerned has no authority to impeach a death certificate issued by appropriate authority . More so, the Sarapanch concerned is found to have given contradictory certificates on 08.09.2012 and 01.02.2013 thereby lending support to

the cases of both the parties. The entire plot seems to have been designed with a view to avoid death claim. Since the DLA died during the continuance of the policy and since because the complainant is the nominee, he is very well entitled to death claim. The OP cannot avoid liability on some fragile grounds like impeaching a death certificate on the basis of Sarapanch's opinion which is found to be self-contradictory. Hence, the OP is hereby directed to settle the death claim soon.

CHANDIGARH OMBUDSMAN CENTRE

Geeta Vs. Edelweiss Tokio Life Insurance Company Ltd.

ORDER

(Under the Redressal of Public Grievances Rules 1998 and Arbitration & Conciliation Act, 1996)

ORDER DATED 18.02.2015

- 1. FACTS:** ***On 03.11.2014, Mrs. Geeta filed a complaint about a non-receipt of death claim under policy number 002590778E from Edelweiss Tokio Life Insurance Company Ltd. whereby, her husband Late Shri. Harkesh Singh had invested around Rs. 20,730 in February 2014. Suddenly, the husband expired on 19.03.2014 and she sent death claim papers to the company on 23.04.2014 but, the death claim was repudiated by the company without giving any reason.***
- 2. FINDINGS:** ***The representative of the company explained that during the investigation, it was confirmed that deceased life assured Shri. Harkesh Singh was admitted in Metro Heart Institute, Faridabad in January 2014 with complaint of chest-pain frequently one month prior to hospitalization. In this context, he was diagnosed with Chest Pain , Acute Gastritis , Colelithiasis, Accelerated HTN and K/C/O Guttae Psoriasi and underwent treatment prior to the***

date of proposal. Further, the medical records revealed that the life assured was a known case of Hypertension since last one year and was advised to take antibiotics, anti-hypertensive along with mild anti anxiety drugs at the time of discharge in January 2014. Ultimately, he expired on 19.03.2014 . In fact, the pre-existing disease was not disclosed in the proposal form dated 24.02.2014. Therefore, the claim was repudiated on the grounds of non-disclosure of pre-existing illness.

3. DECISION: *As per the evidence placed on record regarding medical treatment of the deceased life assured by the company, it is established that the deceased life assured was suffering from illness prior to the date of proposal. This material fact of his illness was not disclosed at the time of proposing for insurance. Keeping in view this factual position, the complaint was dismissed being devoid of any merit.*

CASE NO Aviva/CHD-L-004-1415-309/Gurgaon/Panchkula/22/14

In the matter of Mr Kailash Gupta VS Aviva Life Insurance Co Ltd

ORDER

(Under the Redressal of Public Grievances Rules 1998 and Arbitration & Conciliation Act, 1996)

Order Dated: - 14.11.2014

Facts: - On 17.04.2014 Shri Kailash Gupta had filed a complaint against Aviva Life Insurance Co Ltd. about a non release of insurance death benefits. In 2011. Smt. Hem Gupta wife of Shri Kailash Gupta purchased a policy bearing No. ALA3065075 from Aviva Life Insurance Company wherein she paid two annual premiums of Rs 8911/- each. Then in January, 2013 Smt Gupta got ill and was treated at P.G.I. Chandigarh. On 17/05/2013

she was admitted in P.G.I. Chandigarh due to illness and she remained under treatment and unfortunately died on 25/08/2013. In the mean time they were unable to deposit the third annual premium due to expenses in the medical treatment. Subsequently as a nominee Shri Kailash Gupta applied for death claim which was rejected by the Company due to a non deposit of third annual premium within due date/grace period. Hence, feeling aggrieved, he has approached this office to seek justice.

Findings:- The insurer clarified the policy was issued on the basis of details furnished in the signed proposal form NUP14142572. Although documents were delivered to the policy holder which clearly mentioned the terms and condition of the policy and the premium paying term as twenty years. But the Policyholder paid only two years regular premium and did not deposit the third premium. In this connection, with the grace period upto 28/04/2013 the policy lapsed without acquiring any value with no amount payable under the policy. Then policy being Term Insurance Plan nothing was payable as per term and conditions. In this context the Company sent the premium notice and other updation to the policy holder at a regular interval.

Decision: - The policyholder did not bother to deposit the premium Thereby causing the policy to be lapsed. As per policy terms and conditions, under the lapsed policy the death claim is not payable.

CASE NO. CHD-L-019-1415-0728/Mumbai/Zirakpur

In the matter of Shri O P Verma Vs HDFC Life Insurance Company Ltd.

ORDER

**(Under the Redressal of Public Grievances Rules 1998 and
Arbitration & Conciliation Act, 1996)**

Order Dated: - 16.06.2015

Facts: - On 26.06.2014, Shri O P Verma had filed a complaint in this office against HDFC Life Insurance Company about a repudiation of a death claim under a policy bearing number 15672635 purchased on 20.12.2012 on a life of a daughter, Ms. Shashi Bala after conducting her medical examination. Unfortunately, after a payment of two premiums, Ms, Shashi Bala expired in February, 2014. Thereafter, the Company rejected the death claim on a ground that the life assured did not disclose that she was suffering from Cervical Tuberculosis with Quadriplegia at the time of buying of a policy. However, as per his view, she was not suffering from any such disease and was not even under treatment of any doctor at that time. Hence, feeling aggrieved, he has approached this office to seek justice.

Findings: - The insurer clarified that the policy bearing number 15672635 was bought on 21.12.2012 for an annual premium of Rs. 97,521/= to be paid for 10 years. Subsequently, Ms. Shashi Bala died in February, 2014 after a payment of two premiums. In this connection, the claim was declined on the grounds of

non-disclosure of material fact that she was suffering from Cervical Tuberculosis with Quadriplegia and was obtaining treatment at PGI, Chandigarh. In this context, this fact was not disclosed by her while answering the relevant questions listed in the proposal form.

Decision: - There appears to be no deficiency in service on the part of the company. In fact, Ms. Shashi Bala deliberately suppressed the fact that she had been treated for Tuberculosis for which she had conducted hospitalization while proposing for the policy and indicating her health profile / status. Moreover, medical history and health condition is of a vital information for underwriting of an insurance policy and assessment of mortality risks. Keeping in view this factual position, the complaint is dismissed.

CASE NO. Bajaj/2422/Pune/Gurgaon/24/13

Shri Robin Rana 2422 Vs Bajaj Allianz Life Insurance Co. Ltd

Order dated 08.11.2013

Death Claim

Facts:

Shri Robin Rana filed a complaint that his father late Shri Avinash Kumar purchased a policy bearing number 0172725492. After the death of his father he submitted claim papers, but the company repudiated the claim on the ground of non-disclosure of material facts about pre-existing disease.

Findings:

The insurer clarified the position stating that the life assured did not disclose information about his adverse health history. And he was suffering from Type II Diabetes case for 15 years and hypertension for 3 years. Being concealment of material facts, the claim was rejected.

Decision:

Held that contention of the insurer that the deceased had concealed material facts is not justified as the life assured was medically examined in detail by the company's Dr. Chadha. Moreover, did not produce any treatment details prior to insurance. In view of the factual position, an award is passed to settle the death claim.

**CASE NO. FGI/1987/22/13/Mumbai/Mohali
Smt. Tejinder Kaur Vs FGI Life Ins. Co. Ltd.**

Order dated 03.01.2014

Facts:

Smt. Tejinder Kaur was sold an insurance policy bearing number 1027696 for a sum of Rs.13500/- in August 2012. Her application for cancellation on 05.11.2012 due to forged signature on proposal forms was not responded by the company.

Findings:

The insurer clarified that the policy was issued on the basis of details furnished in the proposal forms and the policy was delivered on time, but she did not opt to return the policy within free look period. In view of a delay, request for cancellation/a refund was declined.

Decision:

Held that there is deficiency in service on the part of the company. In fact the signature of Smt. Tejinder Kaur prima facia does not tally with the signature on Aadhaar Card submitted by her. Moreover, her request was within reasonable time. Accordingly, an award is passed with a direction to the insurance company to refund the premium paid.

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CASE NO. LIC/545/Rohtak/Ambala/24/14

Shri D K Bhatnagar Mehta Vs Life Insurance Corporation of India

**Order dated 22.01.2014
Payment**

Maturity

Facts:

Shri D K Bhatnagar had filed a complaint about a nonpayment of a maturity claim of 3 policies bearing numbers 170163389, 170397993 and 171854920 despite a repeated follow up action.

Findings:

The insurer in its reply clarified that all the three policies belong to salary saving scheme. Due to premium gaps and non-receipt of requisite documents maturity claim payment was not released.

Decision:

It is a case of gross deficiency in service on the part of insurer. Moreover his request for transfer of policies and change of mode was not considered. Keeping in view an award is passed to release the maturity proceeds

considering policies in force after effecting deduction of unpaid premiums without charging any late payment interest and pay the maturity claim accordingly.

CASE NO. CHD-L-001-1314-0001
Smt. Karuna Devi Vs Life Insurance Corporation Of India

Order dated 03.02.2014

Death Claim

Facts:

Smt. Karuna Devi filed a complaint about a non-payment of a death claim of a policy bearing number 153377947 of late Ms Champa Devi due to non-disclosure of material facts of pre-existing disease.

Findings:

The insurer in its reply clarified that a policy was issued on 07.11.2009 for a sum of Rs.2lacs. The policyholder died of a breast cancer on 04.10.2012 she was suffering from the disease prior to insurance which was not disclosed while proposing for insurance. Thus the claim was repudiated.

Decision:

Held that there is no deficiency in service on the part of the company as it denied a claim, on the basis of a non disclosure of a pre existing disease. Infact, Late Ms. Champa Devi was suffering from a disease of a breast cancer prior to a date of granting insurance cover as per records of Indira Gandhi Medical College & Hospital Shimla and her employer. Keeping in view, the complaint is dismissed.

CASE NO. CHD-L-021-1314-0629
Shri Shamsher SinghVs ICICI Pridental Life Ins. Co. Ltd

Order dated 13.03.2014

Death Claim

Facts:

Shri Shamsher Singh had filed a complaint challenging the order of repudiation of claim under policy numbers 15987485 of his wife, Smt. Jasvir Kaur on the ground of non-disclosure of material facts while effecting the policy.

Findings:

The insurer agreed that the life assured had taken "ICICI Pru Pure Protect Classic" plan for a sum assured of Rs.15 lacs on the basis of the information furnished in a signed proposal form. But she did not disclose the material information of her earlier insurance amounting to Rs.40 lacs from other Insurance Company. Shri Shamsher Singh is himself an Insurance Advisor, thus the claim was rejected.

Decision:

Taking into consideration all the records available in the file and also the contentions of the parties concerned, the Ombudsman ruled that the life assured was accountable for all the answers and the declaration in the proposal papers, if the declaration proves to be wrong, the contract become null and void and all the benefits will be forfeited. Infact, Late Smt. Jasvir Kaur being a graduate was not disclosed by the nominee, Shri Shamsher Singh Insurance Advisor was aware of the nuances of case. Keeping in view this factual position, the complaint is dismissed.

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CASE NO. CHD-L-36-1314-0285 & CHD-L-36-1314-0927

In the matter of Ms. Vandana Vs Reliance Life Insurance Company Ltd,

ORDER

**(Under the Redressal of Public Grievances Rules 1998 and
Arbitration & Conciliation Act, 1996)**

Order Dated: - 08.08.2014

Facts: - On 21.10.2013, Mrs. Vandana filed a complaint in this office against Reliance Life Insurance Company Ltd. about a non-payment of death claim under her husband's policy bearing number 50076238 which was purchased in April, 2012 for a half-yearly premium of Rs. 49,800/=. Earlier, her husband, Late Shri Subhash Chander expired on 23.06.2012 and in November, 2012 she submitted the requisite documents to the company. Even after a continuous follow-up, she did not receive death claim payment. Finally, on 28.06.2013, she was informed that the claim has been repudiated on account of non-disclosure of material fact that Late Shri Subhash Chander suffered from tuberculosis and was undergoing treatment prior to opting for a policy. Thus, feeling aggrieved, she has approached this office for settlement of claim.

Findings: - The insurer clarified that during the investigation conducted by the Company, it has been revealed that Shri Subhash was suffering from tuberculosis before the proposal. As per records from Revised National Tuberculosis Control Programme at CHC, Narwana, Jind, Haryana, it has been established. In this

context, a card attested by Medical Officer, CHC, Narwana was produced to substantiate the matter.

Decision: - In this connection, in order to ascertain a factual position, Sub Divisional Magistrate {SDM}, Narwana was formally addressed to send a detailed report about a latest factual position. On 07.08.2014, a fax from SDM, Narwana indicates that as per report of Senior Medical Officer {SMO}, Narwana / Tahsildar, Narwana. The treatment card of Subhash Chandar aged 45 years occupation Agriculturist R/o Patram Nagar, Narwana; TN No. 361/11 was not issued by GH, Narwana. Instead, as per RNTCP, TB register of TU, Narwana, this TB No. belonged to Rakesh S/o Jhanduram, 22 year Male R/o VPO Dhakal. It was also stated clarified that no TB treatment was given to Subhash Chander from 01.01.2010 till his death i.e. 23.06.2012. In this regard, Tahsildar, Narwana after visiting the address himself reported that on investigation that TB was not the cause of Subhash Chander's death. Actually, it was a sudden death.

An award was passed with a direction to the insurance company to fulfill its obligation by paying the death claim under the policy of Shri Subhash Chander with an interest of 12% from a date on which the claim was lodged by Mrs. Vandana i.e. 12.11.2012 till a date of a final payment by the Company.

CHENNAI

SYNOPSIS

Complaint No. IO (CHN) / L 019/ 1415/ 0432

AWARD No: IO (CHN) / A / LI / 047 / 2014-15

Name of the complainant: Sri.A.Subramanian Vs. HDFC Standard Life Ins. Co. Ltd

Nature of complaint: Rejection of Return of Purchase price.

The complainant, Sri .A. Subramaniam, had taken HDFC Personal Pension Plan with HDFC Standard Life Insurance Co. Ltd.. under Policy No. 15189221 for a Life Term Pension with Return of Capital on Death. The Annuity amount payable being Rs. 5727/- annually, with the First Annuity commencing from 11.05.2012. The Purchase price of this Annuity Policy is Rs. 91376.67/- being the balance amount under the Old Policy No. 00044302 after commutation of 1/3rd of Maturity proceeds. The Commuted value of Rs. 45,232/- was paid to the complainant.

The complainant, had requested the Insurer on 16/04/2013 for cancellation of the above Policy and refund of the Purchase Price. In their rejection letter dated 29.05.2013, the Insurer had noted that annuity plan once chosen cannot be cancelled. The decision of the GRC upholding the rejection was sent to the Complainant on 19.02.2014. The Insurer had directed the complainant to approach the O/o the Insurance Ombudsman. it is observed as follows:-

- i. The request for cancellation of policy and refund of Purchase price under Policy No. 15189221 was rejected by the Insurer quoting Policy Condition.
- ii. As per the copy of Policy Schedule given to the Annuitant under Policy No. 15189221, it is noted under Item No. 12 → **"Benefits/Options exercised are as follows" :**
"In the event of the death of the Annuitant, the annuity will cease and HDFC Standard Life will pay to the mentioned nominee(s) the purchase price of the annuity as mentioned above."
Under Item No. 13, **"Benefits Payable under this Policy"** it is noted as **" The annuity installments as described above will be Payable Annual starting from 26/05/2012 to the Annuitant during his/her life. On the Annuitant's death, the benefits, as applicable, will be payable to the nominee(s).**

c) IRDA Circular No. 248 dated 08.11.2011, is guidance for issue of Pension Plans and has no relevance to the request for cancellation of policy and refund of purchase price.

Hence the Complaint is DISMISSED

Complaint No. CHN/L-029/1415 /0437

AWARD No: IO (CHN) /A /LI- 048 /2014-15

Name of the complainant: Smt..Muthulakshmi, Vs. LIC of India, Madurai.

Nature of complainant: Repudiation of death claim.

Policy details:

Policy No.	D.O.C.	Plan & Term	Sum Assured	Mode	Premium.
746445773	15.02.2011	108-25	400000	Yly	30524/-

First Unpaid Premium was 02/2013. The above life assured died on 06.05.2012 due to Cardiac arrest within a period of 1 year 2 months 21 days from the commencement of the policy. The complainant, preferred the claim for the policy monies with the Insurer. The Insurer in their repudiation letter dated 17.02.2014,, the Insurer has informed the complainant that (a) the life assured was having congenital heart disease, large subaortic VSD, Cyanotic cardiomyopathy, severe LV Dysfunction and severe pulmonary hypertension for which he had taken treatment from 17.11.2010 to 22.11.2010 (b) he did not disclose these facts in his proposal.

On perusal of the documents submitted it is observed as under:-

❖ Death claim under policy bearing no. 746445733 on the life of Sri.S.Ganesh Kumar (DLA) was repudiated by LIC of India, Madurai Division (Insurer) on the grounds as noted in Para -2.

❖ In the Discharge Summary of Meenakshmi Mission Hospital and research Centre, Madurai, it is recorded that the D.O.A.→17.11.2010. D.O.D. → 22.11.2010. In the Diagnosis it is noted as follows:

Congenital Heart Disease, Large Sub aortic VSD, R- L Shunt (Eisenmeingers), Cyanotic Cardiomyopathy, Severe LV Dysfunction, Severe Pulmonary Hypertension. It is also recorded that the patient is a not a k/c/o DM/PTB. His condition on Discharge –GOOD.

❖ The proposal was completed under Non Medical Scheme.

❖ In CIR given by the Sr. Branch Manager of Sivakasi Branch, has recorded the treatment taken in 2010 and opined that the DLA was possessing good health afterwards till his death.

❖ From the above records, non disclosure pre-proposal illness of congenital heart problem has been clearly established.

❖ No action or even an explanation letter has been called for from the Agent, who had slated in the ACR that he was knowing the DLA for the past SIX months.

❖ The death claim intimation was received on 02.05.2013. Claim papers were received at Divisional Office on 13.06.2013. Claim Investigation Report was entrusted on 27.06.2013, but received on 25.11.2013. The decision on the above Death claim was communicated on 17.02.2014 only after a considerable and avoidable delay.

Hence, an EXGRATIA amount of Rs. 30,000 /- (Rupees Thirty Thousand only) under the Policy is awarded.

Complaint No. IO (CHN) / L 029/ 1415/ 0401

AWARD No: IO (CHN) / A / LI / 049 / 2014-15

Name of the Complainant: Smt. V.Chandra Vs. L.I.C. of India, Vellore.

Nature of complaint: Repudiation of death claim

Policy No.	D.O.C.	Plan/ Term	Sum Assured	Mode	Premium	FUP.
731091 178	28.05.2 000	111.25	100000	Qly	390.00	02/201 3

The policies were completed under Medical Scheme. Date of birth at the time of taking the policy: 11.09.1965 and the age at entry is 35 years. The Life assured died on 03.03.2013 due to Fever. The insurer in the repudiation letter dated 17.02.2014. had noted that the DLA had misrepresented his correct Date of Birth & age and the same was not disclosed in the proposal form. The case was decided without a personal hearing of both parties

On perusal of the documents submitted it is observed as follows:-

- i) In the Record sheet with Admn. No. 500 issued by the Head Master, P.V.Middle School, Tirumani, K.V.Kuppam, the Date of Birth of the DLA is recorded as 11.09.1965. Hence his age nearer birth day at the time of taking the policy works out to 35 years.
- ii) In the Death Certificate dated 15.03.2013 issued by Dy.Tashildar, Katpadi, Govt. of Tamil Nadu, the DLA's age is noted as 75 years.
- iii) ** In the Transfer Certificate No.95 dated 26.07.1958 issued by the Head Master, Board High School, Katpadi (under Admission No. 3478), the Date of Birth is recorded as 09.07.1938.

- iv) ** In the A.P.S.R.T.C. "Staff Retirement Benefit Scheme – 1989" issued by the Secretary, A.P.S.R.T.C. S.R.B.S., Hyderabad, it is recorded that the Date of birth of M.Varadarajan as 09.07.1938 & his Date of retirement as 31.07.1996.
- v) ** In the Identity Card for Retired Employee issued by the Depot Manager, A.P.S.R.T.C., Palamaner, the Date of birth is noted as 09.07.1938 & the Date of retirement as 31.07.1996.

"ALL THE ABOVE DOCUMENTS WERE SUBMITTED BY THE COMPLAINANT HERSELF".

The Insurer has contended that for the age of 62, this Policy would not have been given as the Maximum age at entry for this Policy being 35 years. The averment of the complainant that the Agent has wrongly given the Date of birth and proof of the same, could not be sustained as he himself is a party and signatory to the Insurance contract.

From the above records made available to this Forum, it is clear that the age of the DLA at the time of taking the policy in 2000 was 62 years. and the same was not correctly given in the proposal form submitted at the time of taking the Insurance Policy..

The Insurer had offered refund of premium paid which amounts to Rs. 19890/-, which the complainant can avail.

The Complaint is DISMISSED

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Complaint No. CHN/L-029/1415 /0557

AWARD No: IO (CHN) /A /LI- 050 /2014-15

Name of the Complainant: Smt.S.Sakthi Vs. LIC of India, Chennai Division – I.

Nature of complaint: Partial Repudiation of death claim

Policy No.	D.O.C.	Plan & Term	Sum Assured	Mode	Premium. (Rs.)
713504216	22.03.2003	150.30	100000	hLY	579.00
713854958	28.04.2004	149.16	100000	qLY	1885.00

First Unpaid Premiums were 09/2013 and 10/2011 respectively. The above policies were "REVIVED" ON 28.03.2011 under Loan cum Revival for the dues 01/2010 to 01/2011 (5 Qly) for the First policy and for the dues 03/2010 to 03/2011 (3 Hly) for the second policy. The above life assured died on 29.09.2013 due to Heart attack. within a period of 2 years 6 months 1 day from the Date of revival of the policies.

The Insurer has repudiated the claim on 15.04.2014 nullifying revival on the grounds that the life assured had made deliberate mis-statements and withheld material information from them regarding his health at the time of effecting the insurance. In the repudiation letter, the Insurer has informed the complainant that (a) the life assured was having Diabetes Mellitus for 05 years (b) he did not disclose these facts in his proposal.

On perusal of the documents submitted it is observed as under:-

❖ The Policy was "REVIVED" on 28.03.2011 on the basis of DGH & Medical Report. But copy of the Medical report is not made available to this Forum.

❖ In Claim Form B (Medical Attendant's Certificate" dated 14.11.2013 issued by Dr..S.B. Lohitashwa, MD (Genl. Med.) of St. John Medical College Hospital, Bangalore, it is noted as

Primary Cause --> Cardiogenetic Shock

Secondary cause -> Diabetes Mellitus.

For Q.No. 6 --"What other diseases or illness (i) preceded or (ii) co-existed with that which immediately caused his death? - It is answered as (i) "Diabetes Mellitus". (ii) Since 5 years.

For the Question: Give history of such disease or illness stating

(a) Date when first observed? ()

(b) By whom treated? () NO ANSWERS WERE GIVEN

(c) By whom history reported to you? ()

❖ In the Claim Form B1"Certificate of Hospital Treatment" dated 14.11.2013 issued by the same Hospital, Answers to Q.No.

6(b).. Was the history reported by the patient himself or

By some one else? Someone else.

6 (c).. If the history was not reported by the patient himself .. Kailash Vyas , the name and relationship of the person who reported ... Friend.

For Q.No. 7 . Was there any other disease or illness which

Preceded or co-existed Diabetes Mellitus

for

the Past 5 years.

All other questions remain unanswered.

❖ In the Report Sheet dated 12.05.2010 of "Oscar Diagnostic Centre, Porur, Chennai", it is noted in the Bio-Chemistry Test Report as follows:

Blood Sugar (Fasting) 96 mgs/dl as against Normal Range of 70-110 mgs/dl

Blood Sugar (Postprandial) 124 mgs/dl as against Normal range of Upto 140

mgs/dl.

❖ In CIR given by the Asst. Branch Manager of C.B.O.-2, Chennai, has noted "He was Diabetic for 3-4 years. Not able to details exact onset of Diabetes. Prior to date of revival he was suffering from diabetes. Hence claim may be Repudiated ?"

❖ From the above records, non disclosure of pre-proposal illness of Diabetes has not been clearly established, through any Medical reports or prescription.

- ❖ While there is no specific proof of Diabetes Mellitus for 5 years, yet the complainant agrees that the DLA was taking tablets for diabetes for the past 3 years. .
- ❖ Policy No. 713504216 has run for 7 years upto the date of revival and 10 ½ years up to FUP and Policy No. 713854958 has run for 5 ¾ yaers upto revival and 7 ½ years upto FUP.
- ❖ The policy had been called in question after 2 years from the revival and hence attracts the provisions of Sec 45 of the Insurance Act 1938, which shifts the onus of proof of fraudulent intentions on the part of the Insured to the Insurer. The DLA had revived the Policy on 29.03.2011 and died on 29.09.2013 , i.e. after 2 years 6 months from the date of revival. One cannot attribute any fraudulent intention on the part of the DLA in reviving the policy. It was also observed that the DLA has paid two quarterly premiums subsequent to the date of revival under Policy No. 713504216.

Hence, an EXGRATIA amount of Rs. 85,000 /- (Rupees Eighty Five Thousand only) under both the Policies is awarded

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Complaint No. CHN/L-029/1415 /0516

AWARD No: IO (CHN) /A /LI- 051 /2014-15

Name of the Complainant: Smt.M.Maragatham Vs. LIC of India, Chennai Division -II

Nature of complaint: Repudiation of death claim

Policy No.	D.O.C.	Plan & Term	Sum Assured	Mode	Premium. (Rs.)
718707415	30.09.2008	91.17	50000	Qly	929.00
718707549	06.10.2008	91.07	50000	Qly	929.00

First Unpaid Premiums were 03.2011 and 04/2011 respectively. The above life assured died on 14.03.2011 due to Jaundice within a period of 2 years 5 months 15 days and 2 years 05 months 08 days from the respective Dates of commencement of the policies..

In the repudiation letter dated 19.03.2014, the Insurer has informed the complainant that (a) the life assured was an alcoholic for 20 years (b) there has been a gross understatement of age by about 12 years (c) he did not disclose these facts in his proposal.

On perusal of the documents submitted is observed as under:-

In Claim Form B (Medical Attendant's Certificate" dated 30.04.2013 issued by Chief Asst. Surgeon of Govt. Stanley Hospital, Chennai, it is recorded as

Primary Cause → Hemetenesis

Secondary cause → Decompensate Liver Disease.

For Q.No. 5 (a) Were his habits sober and temperate? --- It is answered as "Alcoholic > 20 years?".

For Q.No. 6 –“What other diseases or illness (i) preceded or (ii) co-existed with that which immediately caused his death? – It is answered as (i) Old pulmonary Tuberculosis

For the Question: Give history of such disease or illness, answers were given as below:

Date when first observed? .. No answer

(a) By whom treated? .. Took treatment for 6 months.

(b) By whom history reported to you? .. No answer.

❖ In the Claim Form B1“Certificate of Hospital Treatment” dated 14.11.2013 issued by the same Hospital, answers were given as:

Q.No. 6(b).. Was the history reported by the patient himself or

By some one else? Attender.

6(c) .. If the history was not reported by the patient himself ..
, the name and relationship of the person who reported... Wife.

For Q.No. 7 . Was there any other disease or illness which

Preceded or co-existed ... Old PTB. Took treatment for 6 months. (No further details available).

❖ In the “DECLARATION OF AGE” in Form No. 5096 (R) dated 06.10.2008, signed by the DLA, the Agent and the Dev. Officer, it is stated that the Date of Birth as 10.06.60 and the Age as 48 years. It is further declared that the DLA have no other reliable documentary evidence of age.

❖ But in the ration Card No. 01/G/0242487 issued in May 2005, the age of the DLA is recorded as 57 years (which was received after the death of the Life assured).

❖ From the above records, non disclosure of the pre-proposal habit of alcoholism has not been clearly established, through any Medical reports or prescription for having taken any treatment.

❖ Both the Policies were run for more than 2 years as on Date of death.

❖ The policy had been called in question after 2 years from the commencement and hence attracts the provisions of Sec 45 of the Insurance Act 1938, which shifts the onus of proof of fraudulent intentions on the part of the Insured to the Insurer.

❖ No reply has been received from the Agent. No action seems to have been taken by the Insurer.

Hence, an EXGRTIA amount of Rs. 15,000/- (Rupees Fifteen thousand only) under both the policies is awarded to be paid to the complainant

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Complaint No. IO (CHN) / L 041/ 1415/ 0521

AWARD No: IO (CHN) / A / LI / 0052 / 2014-15

Name of the complainant: Sri.K.Natarajan Vs. SBI Life Insurance Co, Ltd.

Nature of complaint: Repudiation of death claim

The complainant's son , Sri. N.Sivakumar, had taken a SBI Life – Money Back Option-2 policy from SBI Life Insurance Co. Ltd. under Policy No.. 14032793805. The Date of Commencement was from 07.03.2011 for a term of 15 years for a Sum Assured of Rs.6,00,000/- under Annual Mode and with an Instalment premium of Rs. 49616/-.The above life assured died on 03.05.2013 due to Kidney disease, within a period of 02 years 01 month 24 days from the Date of Commencement of the Policy.In their repudiation letter dated 13.05.2014, the Insurer had noted that the DLA was suffering from Diabetes Mellitus and Kidney disease and was taking treatment prior to effecting Insurance and the same was not disclosed at the time of taking the policy on 09.03.2011.

On perusal of the documents submitted, it is observed as follows

In the copy of proposal form dated 07.03.2011 for SBI Life – Money Back Plan , the answers to Question No. (8) on "Medical and other detail of the Life to be assured" are given as under :

8 (iii) During the Last 10 years, have you undergone or advised to under go hospitalisation or tests or medical treatment? Answered as "NO".

8(xiv) Do you have Diabetes or have ever suffered Or treated or have you been advised to Undego investigation for Diabetes?Answered as "NO".

8(xv) Are you suffering from or did you suffer(b) Kidney Disease? Answered as "NO"

(c) In the Discharge Summary dated 24.01.2013 of Meenakshi Mission Hospital & Research Centre, Madurai, it is noted in the Diagnosis as (the D.O.A.:15.01.2013 & D.O.D.: 24.01.2013 under I.P.No.602260/438752) Disseminated Tuberculosis, Coomb's Direct Positive, Auto Immune Haemolytic Anemia, Type II Diabetes Mellitus. For Past History, it is recorded as "Not a known case of Pulmonary tuberculosis, Hypertension".

(d) In the Discharge Summary dated 21.04.2013 of Apollo Hospital, Madurai, it is noted in the Diagnosis as (the D.O.A.:17.04.2013 & D.O.D.: 21.04.2013 under UHID .No.19427) Dengue Fever, Chronic Hepatitis, CKD Stage II, Anemia, Diabetes Mellitus.. For Past History, it is recorded as "Known DM on treatment, k/c/o of CKD with ? pylonephritis, k/c/o of Chronic alcoholic & smoker".

e) In the Discharge Summary dated 26.07.2013 of Govt. Rajaji Hospital, Madurai, it is noted in the Diagnosis as (the D.O.A.:(01.05..2013 & D.O.Death.: 03.05.2013 under IP No.29258) DM/Diabetes acute acidosis, Chronic Kidney disease,? Meningo encephalitis.

For the Question in Part IV , it is noted as:

Date of which the patient first observed such disease?. Diabetes Mellitus for 5 years, Alcoholic for 2 years.

From the hospital records made available to this Forum, it is clear that the DLA was having Diabetes and was taking treatment for the same, which were not given in the proposal form dated 07.03.2011 submitted at the time of taking the policy.

The complainant's version during the hearing that his son was admitted for "MINOR" ailments is not tenable.

The Complaint is DISMISSED

Complaint No. CHN/L-024/1415 /0538

AWARD No: IO (CHN) /A /LI- 0053 /2014-15

Name of the complainant: Smt. S.Visalakshi Vs. India First Life Insurance Co. Ltd.

Nature of complaint: Repudiation of death claim

Policy No. / COI No.	D.O.C.	Term	Sum Assured	Mode	Premiu m. (Rs.)
G0000013 /G0000013-09377	07.03.20 12	300 months	Rs.17,66, 140	Single	25,139. 00
G0000091/ G0000091-01784	25.05.20 12	132 months	Rs.7,26,7 82.	Single	4899.74

The above Life assured had taken Housing Loan from Bank of Baroda, Vadapalani Branch, Chennai, who are the Master Policy holders in tie-up with India First Life Insurance Co. Ltd. The above life assured died on 07.03.2012 due to Cardio respiratory arrest, within a period of 1 years 10 months 28 days and 1 year 08 months 10 days from the respective Dates of commencement of the policies.. The Outstanding Loan as on date of death Rs.15, 93,069.00 & 3,31,124.00 respectively totaling Rs. 19,24,193.00. The complainant Smt.S.Visalakshi's, Father-in law Sri.G.Manoharan (Father of the DLA), who was the nominee under the policies preferred the claim for the policy monies with the Insurer. The Insurer has repudiated the claim on 07.03.2014 on the grounds that the life assured had made deliberate mis- statements and withheld material information from them regarding his health at the time of effecting the insurance. In the repudiation letter, the Insurer has informed the complainant that (a) that the DLA was suffering from pancytopenia (b) he did not disclose these facts in his Health Declaration Form attached to the Membership Form while taking Housing Loan from Bank of Baroda. Meantime, the Nominee, Sri. G.Manoharan died on 07.08.2014.

On perusal of the documents submitted it is observed as under

In the Certificate issued by Bethesda Hospital –Child Care Centre, Chennai-73 dated 05.02.2014, it is noted that the DLA is a k/c/o of Autoimmune Chronic Liver Disease – Hepatic Cirrhosis with Portal Hyper Tension died in Ambulance due to Cardio respiratory arrest.

In the Discharge summary of CMC, Vellore dated 08.12.2013, for the period 04.11.2013 to 08.12.2013, wherein one of the diagnoses is pancytopenia. In the history given in the discharge summary, it is stated that "Mr. Senthil Ganesh, 30 years old software engineer from Chennai presented with history of hyper pigmentation of both limbs in 2010. During evaluation he was found to have pancytopenia and peripheral smear showing leucopenia with hyper pigmented neutrophils/LFTs-1.3.5/5/7.9/3.5/-22/173 and on further evaluation bone marrow showed adequate haemopoietic elements with mild megaloblastic changes. He took treatment till August 2011 and stopped. Hb & TLC repeated in January 2012 was normal". However, the policies start from 07.03.2012 & 25.05.2012.

The report dated 16.02.2012 from The Madras Andrology & Assisted Reproduction Research Centre, Chennai does not pertain to the alleged treatment for pancytopenia. The complainant's further submission regarding consultation papers from Dr. Rajasekaran, does not relate to the referred ailment of pancytopenia.

- ❖ From the above records, non disclosure of the pre-proposal illness has been clearly established
- ❖ The Insurer has not produced the copy of Membership Form – Group Credit Life Plan dated 25.05.2012, to confirm the correctness of answers given to the "Health Declaration for member".
- ❖ The initial repudiation letter dated 30.04.2014 and the reply to the Appeal letter dated 02.06.2014, which is signed by the same person i.e. S.Hemalopathy (Head-Claims). The review letter has not been issued from the Grievance Redressal Department as required under the Grievance Redressal Procedure envisaged under the Protection of Policy Holder's Regulation 2002.

Hence, the complaint is PARTIALLY ALLOWED ON EX-GRATIA BASIS for Rs. 3,00,000/-

Complaint No. CHN/L-029/1415 /0508

AWARD No: IO (CHN) /A /LI- 0054 /2014-15

Name of the complainant: Smt. R.Kolangi Vs. LIC of India, Vellore

Nature of complaint: Repudiation of death claim

Policy No.	D.O.C.	Plan & Term	Sum Assured	Mode	Premium.
736349232	20.03.2012	165.16	62500	Yly	3002.00

FUP under the policy was 03/2013.. The above life assured died on 04.05.2012 within a period of 01 month and 14 days from the commencement of the policy due to Stomach Pain..

In the repudiation letter dated 13.02.2014, the Insurer has informed the complainant that (a) the life assured was suffering from Ankylosing Spondilitis for 11 years and he underwent total hip replacement (b) he did not disclose these facts in his proposal.

On perusal of the documents submitted it is observed as under:-

- ❖ In the Discharge Summary issued by Rajiv Gandhi Govt. General Hospital, Chennai, it is noted that the DLA was a k/c/o Ankylosing Spondilitis for B/L Total hip replacement.
- ❖ In the case sheet of the same hospital, it is noted that the DLA was a k/c/o Ankylosing Spondilitis and Scalp psoriasis with Hip replacement being treated by Rheumatology.
- ❖ In the case sheet of the same hospital, reveals total Hip replacement done to the DLA in 2001,2003 and 2005.
- ❖ The Policy was completed under NON MEDICAL SCHEME.
- ❖ From the above records, non disclosure of pre-proposal illness prior to proposal has been established.

However, the following points needs to be taken into consideration.

- a) In CIR dated 07.08.2013, given by the Branch Manager of Ulundurpet Branch, states that the death is due to stomach pain and giddiness. Hence the claim may be settled.
- b) The Divisional Medical Referee (DMR) had opined that the claim can be admitted as there is no nexus between undisclosed ailment and cause of death.
- c) No action has been taken against the Agent.
- d) The Claims papers dated 21.01.2013 were given to the Insurer. There is no Inward seal for receipt of the same. But the decision of repudiating the death claim was communicated only on 13.02.2014, which is much beyond the time limit prescribed by IRDA for processing of an Early Claim.

Hence, the complaint is **PARTIALLY ALLOWED ON EX-GRATIA BASIS** for Rs.6500/-.

Complaint No. IO (CHN) / L 041/ 1415/ 0591

AWARD No: IO (CHN) / A / LI / 0056 / 2014-15

Name of the complainant: Sri.A.Anbarasu Vs. SBI Life Insurance Co, Ltd.

Nature of complaint: Repudiation of death claim

The complainant's wife , Smt. J.Ruby Carolina, had taken a SBI Life – Smart Ulip policy from SBI Life Insurance Co. Ltd. under Policy No.. 33025728804. The Date of Commencement was from 21.12.2009 for a term of 03 years for a Sum Assured of Rs.2,50,000/- under Half yearly Mode and with an Instalment premium of Rs. 25,000/- The Policy was revived on 23.12.2013 on the basis of Declaration of Good Health (DGH) for the (terminal) Hly. Due 06/2012. The above life assured died on 25.12.2013 due to DCLD/PHT/Encephalopathy/HRS , within a period of 04 years 04 days from

the Date of Commencement of the Policy and within 02 days from the Date of revival of the policy. In their repudiation letter dated 21.03.2014, the Insurer had noted that the DLA was suffering from cancer and was taking treatment prior to effecting Insurance and the same was not disclosed at the time of taking the policy on 21.12.2009. On perusal of the documents submitted, it is observed as follows:-

iii. In the copy of proposal form dated 17.12.2009 for SBI Life – Smart ULIP Plan the answers to Question No. 8 (iv) on “Medical and other detail of the Life to be assured” are given as under :

8 (iv) During the Last 10 years, have you undergone or advised to under go hospitalisation or tests or medical treatment? Answered as “NO”.

8(xv) Are you suffering from or did you suffer(a) Cancer/Leukemia/Lymphoma? Answered as “NO”

(c) In the PSG Hospitals, Coimbatore Report dated 08.06.2009, it is recorded in the Case Sheet as “k/c/o CA -(Rt) Cheek. .On Radio Chemotherapy – since 7 years in 2002.

(d) In the Death Summary dated 23.12.2013 of Vela Hospital Pvt. Ltd., Coimbatore, it is noted in the Diagnosis as (the D.O.A.:23.12.2013 & D.O. Death.: 25.12.2013 under IP.No.583/2013) DCLD /PHT / ENCEPHALOPATHY /HRS”.

e) In the Declaration of Good Health (DGH) dated 23.12.2013 (on the day of admission to Vela Hospital), which was witnessed by her Husband (complainant) himself, incorrect answers were given for health questions.

e) From the hospital records made available to this Forum, it is clear that the DLA was having Cancer and was taking treatment for the same, which were not disclosed in the proposal form dated 17.12.2009 submitted at the time of taking the policy.

f) The Insurer has already settled an amount of Rs. 1,43,950/- on 20.03.2014 being the Fund value on the above policy on 20.03.2014 through NEFT.

g) The Insurer had quoted a “wrong Q.No. as 13 (iv) & 13 (xv) of the proposal in the repudiation letter dated 21.03.2014, where as there are no such questions available in the proposal form. Even in the reply to the appeal vide letter dated 26.06.2014, this error was not noticed and no rejoinder / corrective letter has been sent to the claimant.

h) No action has been taken against the Agent who introduced this proposal as he was duty bound to advice the Life assured properly at the time of revival of the Policy/issuance of the policy.

Hence, the complaint is **PARTIALLY ALLOWED ON EX-GRATIA BASIS** for
|Rs.20,000/-

Complaint No. CHN/L-029/1415 /0454

AWARD No: IO (CHN) /A /LI- 057 /2014-15

Name of the complainant: M.Karunakaran Vs. LIC of India, Chennai
Division – I.

Nature of complaint: Repudiation of death claim

Policy No.	D.O.C.	Plan & Term	Sum Assured	Mode	Premium. (Rs.)
705315283	10.11.2010	149.16	500000	Yly	40,272/-

First Unpaid Premium was 11/2012. The policy was completed under Non Medical Scheme. The above life assured died on 04.11.2013 due to Carcinoma Right breast within a period of 1 year 11 months 24 days from the Date of Commencement of the policy.

In the repudiation letter dated 16.12.2013, , the Insurer has informed the complainant that (a) the life assured was a k/c/o of Carcinoma. Biopsy reports dated 18.06.2005 of Lakshmiram Biopsy Centre, Coimbatore confirms Carcinoma. (b) Discharge summary dated 03.11.2012 of Apollo Hospital, Chennai shows that the DLA underwent bilateral oophorectomy in June 2005 and Chemotherapy in 2006 (c) she did not disclose these facts in her proposal.

On perusal of the documents submitted, it is observed as under:-

❖ As per the Discharge summary dated 03.11.2012, (D.O.A. : 01.11.2012 AND D.O.D.03.11.2012 / Discharged on request), it is recorded in the Diagnosis as k/c/o Carcinoma right breast, s/p modified radical mastectomy / bilateral oophorectomy in June 2005; chemotherapy and radiotherapy in 2006. Was on periodic follow up to December 2010. Then patient lost the follow-up.

❖ In the Death Summary of Govt. Rajaji Hospital, Madurai, dated 04.11.2012, (D.O.A.: 03.11.2012 & D.O.Death : 04.11.2012 – 11.55 a.m.), it is noted as “ Pt. k/c/o Ca Breast (Right) post surgery – chemotherapy & Radiotherapy – 2004”.

❖ In Claim Form B (Medical Attendant’s Certificate” dated 04.02.2013 issued by Dr..Dr.K.Prem Kumar, of GRH (Madurai Medical College), Madurai, it is recorded as

Primary Cause --> Cardio respiratory arrest

Secondary cause -->Carcinoma of Right breast.

For Q.No. 6 –“What other diseases or illness (i) preceded or (ii) co-existed with that which immediately caused his death? – It is answered as (i) None (ii) None

For the Question: Give history of such disease or illness stating

(a) Date when first observed? --- 03.08.2012

(b) By whom treated? -- No answer

(c) By whom history reported to you? .. --- No answer

❖ In the Claim Form B1 "Certificate of Hospital Treatment" dated 04.02.2013 issued by the same Doctor/ Hospital, Answers to Q.No.

6(b).. Was the history reported by the patient himself or

By someone else?

..... By Husband

6 (c).. If the history was not reported by the patient himself ..

, the name and relationship of the person who reported ... By Husband

For Q.No. 7 . Was there any other disease or illness which

Preceded or co-existed ...

❖ The following Reports submitted by the Claimant/Insurer were examined:

Name of the Lab. /Hospital	Nature of Report	Date	Findings
G.K.N.M.Hospital, Coimbatore	MRI Scan Report	25.12.2005	No Vertebral / Sacral metastatic lesions
G.K.N.M.Hospital, Coimbatore	Radio Diagnosis Report	06.04.2006	Essentially a normal study.
G.K.N.M.Hospital, Coimbatore	Radio-Isotope Bone Scan Report	25.06.2007	NOT suggestive of any skeletal metastasis.
Right Scan Lab., Thanjavur	HRCT	09.09.2007	Normal
Right Scan Lab., Thanjavur	HRCT	10.09.2007	Normal
Right Scan Lab., Thanjavur	USG Abdomen Report	11.09.2007	GB & other Solid Organs Normal.
Jay Vee Gastro Care KR.A. Hospital, Thanjavur	Gastroscopy Report	26.06.2007	Normal

However, the Complainant has not produced any reports for the period 2008

2009 & 2010 as agreed upon during the hearing, even after a lapse of one week.

❖ From the above records, non disclosure of pre-proposal illness of Carcinoma of Right breast has been clearly established, through Medical reports.

❖ The complainant's contention that the LA was examined by the Medical Doctor of the Insurer at the time of accepting the proposal is not tenable, as there is no evidence of Medical report submitted at the time of proposal as the

policy was completed under "NON MEDICAL SCHEME" which is available for the "Govt. employees" as per their Under writing norms.

❖ In CIR given by the Sr.. Branch Manager, Coimbatore, it is noted that the "LA was not aware of the sickness. She was reporting to duty till the 24th September 2012. The Claim is genuine".

❖ The copy of proposal form has not been sent to the LA alongwith the policy which is violation of PPI Regulations 2002.

❖ No explanation is called for from the Agent (who knows the DLA for the past 10 years as per Agent's Confidential Report), leave alone any action taken on him.

❖ Hence, the complaint is PARTLY ALLOWED ON EX-GRATIA BASIS for Rs. 1,00,000/-

❖ *****

Complaint No. IO (CHN) / L 029/ 1415/ 0534

AWARD No: IO (CHN) / A / LI / 0058 / 2014-15

Name of the complainant: Sri. R.Sivakumar Vs, L.I.C. of India, Tirunelveli.

Nature of complaint: Repudiation of Death Claim

Policy No.	D.O.C.	Plan/Term	Sum Assured	Mode	Premium
323292558	28.12.2009	179.20	200000	Qly	2682.00

First Unpaid premium 09/2012. The Life Assured died on 17.07.2012 due to Follicular Lymphae – Grade III within a period of 02 years 05 months and 19 days from the Date of commencement of policy. In their repudiation letter dated 28.05.2014, the Insurer had noted that the LA withheld material information regarding her previous policy and also submitted another proposal for assurance on the same day at another branch and the same was not disclosed in the proposal form. The Insurer has produced a list of other policies taken on the DLA, which are :

No	Policy No.	D.O.C.	Plan/Term	Sum Assured	Code	Name
	1956036	.03.200	.18	0000	03971	rat - 10
	0251559	.01.199	.20	0000	9175	rat - 10
	3330264	.12.200	9.20	0000	03971	gercoil -

	3292558	.12.200	9.20	0000	4675	gercoil -I	
	4034077	.03.201	.21	0000	2687 1	gercoil -	
	4034479	.03.201	.21	0000	5567 1	gercoil -	
	4035343	.03.201	.21	0000	0397 1	gercoil -	

- iv. From the papers submitted by the Insurer, Policy No. 323330264 (Proposal dated 28.12.2009) for a Sum Assured of Rs. 2 lakhs with D.O.C. 28.12.2009 under Non Medical was completed in Nagercoil – II Branch (Br. Code No. 7251). Simultaneously another proposal was submitted at Nagercoil – I branch on the same day for a Sum Assured of Rs. 2 lakhs. under Non Medical Scheme.
- v. In the Proposal Form dated 28.12.2009, (submitted at Nagercoil – II) signed for effecting Insurance, under Q.No. 7 ..If your life now being proposed for another assurance ...or any other proposal under consideration in any office of the corporation or to anu other Insurer ?Answered as "NO".
- vi. Under Q.No. 9 : Details of your previous Insurance ... Only one policy Number 320956036 for Rs.1lac only shown. The other policy No. 320225559 for another Rs. 1 lac was not shown. (Both cases were completed under Non Medical Scheme.
- vii. As per the Underwriting procedure of the Insurer, Maximum Insurance cover that can be given to a"House-wife" under Category III female lives is Rs. 5 lacs only. But all the policies were given through different Agency under Non Medical Scheme without giving Full previous policy particulars. From the above details noted in Para No. 8 (b), it Is clearly proved that the details regarding previous policies were not furnished in the proposal forms submitted for Assurances. And also not preferring any Appeal against the repudiated policies numbered 5 to 7 gives room for doubting the real intention of the DLA in taking so many simultaneous policies.

The Complaint is DISMISSED

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Complaint No. IO (CHN) / L 029/ 1415/ 0592

AWARD No: IO (CHN) / A / LI / 0059 / 2014-15

Name of the complainant: Sri. S.Vijayakumar Vs L.I.C. of India, Vellore

Nature of complaint: Repudiation of death claim

Policy No.	D.O.C.	Plan/ Term	Sum Assured	Mode	Premium	Duration to D.O.C.
735323 645	26.03.2 009	196.09	50000	Hly	4031.0 0	2Y6M3 D

The policies were completed under Non- Medical Scheme. The First Unpaid Premium under the policy was 09/2011. The Life assured died on 29.09.2011 due to Ischemic Dilated Cardiomyopathy. In their repudiation letter dated 31.03.2013, the Insurer had noted that the DLA had suffered from Ischemic Heart Disease, Severe LV dysfunction Pulmonary and the same was not disclosed in the proposal form .

On perusal of the documents submitted, it is observed as follows:-

- i. As per the Discharge Summary of Narayana Hrudayalaya Hospitals, Bangalore dated 24.09.2011 , it is noted that the D.O.A. was on 19.09.2011 and D.O.D. was on 24.09.2011. (Discharged at request). It is recorded in Final Diagnosis : IHD, OLD AWMI (2006 & 2011), CONGESTIVE CARDIAC FAILURE, SEVERE LV DUSFUNCTION (LVEF -15% to 20%), PULMONARY THROMBOEMBOLISM,....

It is also recorded under Previous History as a H/o AWMI (2006 & 2011), H/o PTE, Right UL DVT, H/o IVC filter implantation done on 25.08.2011.

- ii. In the Claim Form B (Medical Attendant's Certificate) dated 13.01.2012 issued by Govt. Stanley Hospital, Chennai, it is noted under Q.No. 4 (c) as follows:

How long had he/she been suffering from this Disease before his/her death? () 5 years on treatment for () Coronary artery disease. () Based on History.

Under Q.No. 6 –Give History of such Disease or illness stating

(b) Date which first observed -- 5 years.

(c) BY whom treated -- Took treatment outside- (Details not available

- iii. In the Claim Form B1 (Certificate of Hospital Treatment) issued by the same hospital, it is answered as follows:

Q.No. 5 (a) What was the exact history Reported by patient at the Time of admission? () k/c/o CAD/Ischemic DLMP () On irregular treatment – 5 years () closed.

iv. In the CIR dated 14.03.2013 by the Asst.Branch Manager(Sales), L.I.C. of India, Tirupathur Branch has noted "Based on enquiries made, he had been taking treatment prior to the date of proposal. Claim may be repudiated".

v. The Insurer had settled Claim under other two policies held by the DLA. From the hospital records made available to this Forum, it is clear that the DLA is a known case of having Heart Disease prior to the date of proposal , which were not given in the proposal form submitted at the time of taking the Insurance Policy..

Hence, the Complaint is DISMISSED

Complaint No. IO (CHN) / L 006/ 1415/ 0553

AWARD No: IO (CHN) / A / LI / 060 / 2014-15

Name of the complainant: Smt. B.Jayalakshmi Vs. Bajaj Allianz Life Insurance Co Ltd,

Nature of complaint: Repudiation of death claim

The complainant's husband , Sri.M.Balakrishnan , had joined as a Member for Insurance through The Erode District Central Co-operative Bank Ltd,(EDCCB), who are covered under Master Policy No. 0140505080 with Bajaj Allianz Life Insurance Co. Ltd. . He had applied for Sarve Shakti Suraksha Policy under the above Group insurance scheme, through membership form no. 0222595521 dated 21.12.2009. The member's cover commenced on 21.12.2009 as per Certificate of Insurance. The life assured, Sri.M.Balakrishnan was issued Certificate of Insurance (COI) under Membership Policy no.0222595521 for a sum assured of Rs.1,25,000/-..An Amount of Rs. 5,000/- was collected as Annual premium towards Group Term Insurance Cover under the above Master policy. The life assured died on 21.01.2013. He had remitted the Fourth yearly premium of Rs. 5,000/- on 29.12.2012 by cash to Erode District Central Co-operative Bank Ltd. Mulanur. On 27.05.2014, the Insurer repudiated the claim on the grounds that the policy was in lapsed status as renewal premium due 21/12/2012 was not paid. The Insurer had offered the Fund value of Rs. 13116/--.

2. On perusal of the documents submitted,it is observed as under:

a) The DLA had paid the premium of Rs. 5000/- for 2012, at Erode District Central Co-operative Bank Ltd. Mulanur Br. on 29.12.2012 by cash. (Copy of counterfoil with the Banker's seal was made available to this Forum. A copy of Sarva Shakti Suraksha Bima Yojana (SSS) Renewal Premium Summary cum Payment Voucher No. 340851, for Rs. 17000/-.. covering 13 persons was also sent to this Forum. . In that Summary cum Payment Voucher, there is a reference of the Bank Staff Name as Mrs. Chandra. There is also a noting "Received

by.. ... Bajaj Allianz FSC Name : K.V.Poorna Chandran and Baja Allianz FSC Code: 3A70008328.

A copy of Banker's (EDCCB, Mulanur) communication dated 14.10.2013 addressed to the Sales Manager, Bajaj Allianz Life Insurance Co. Ltd., Arumbakkam, Chennai -106 (which was produced by the complainant) has noted that "Nobody come and collect the premium till date. Our (client) Party expired on 21.01.2013 after the remittance of IVth premium in due date". This letter was sent by Regd. Post Ack. Due, which was duly received by the Company on 21.01.2013 at Chennai.

3. There is no proof with the Insurance company of having asked the bankers of the position of the collection of premium or delay in the payment of premium in respect of this Policy. They were duty bound to get clarification of this aspect from the Bank but have repudiated the claim without examining these facts. The Insurer is surprisingly silent on this aspect and as to how the premium has been accounted for in respect of other policy holders.
4. The Insurer's offer of Rs. 13116/- being the Fund value for the premiums paid, was not accepted by the Complainant. The Insurer has not given any details for calculation of this amount.
5. On serving the Notice, the Insurer has come forward to honour the claim for the Sum Assured with Fund Value totaling Rs. 142277/- vide e-Mail dated 13.11.2014. But the inappropriate decision of repudiating of the claim and settling the Fund Value without going into the other details of payment of the premium due 21.12.2012 on 29.12.2012, makes the Insurer liable to pay the Claim amount alongwith Penal Interest. Subsequently, the Insurer has agreed to pay the Penal Interest as per IRDA guidelines and has sent a revised Mail on 13.11.2014 offering to pay total amount of Rs. 165002.00 with interest.

The break-up figures are as under:

Sum Assured	Rs.1,25,000.00
Fund Value	Rs. 17277.00
Interest upto 20.11.2014	Rs.22725.34
Total	Rs.185002.34.

This was accepted by the complainant.

Again the Insurer had sent a mail dated 22.11.2014 stating the amount was transferred to the Complainant's Bank Account A/c through NEFT, which was confirmed by the complainant also.

Complaint No. CHN/L-029/1415 /0644

AWARD No: IO (CHN) /A /LI- 0063 /2014-15

Name of the complainant: Smt.Bagyalakshmi Vs. LIC , Chennai
Division -II.

Nature of complaint: Repudiation of death claim

Policy No.	D.O.C.	Plan & Term	Sum Assured	Mode	Premium. (Rs.)
719211222	11.05.2010	14.10	100000	Hly	5905.00

First Unpaid Premiums were 11/2012. The above life assured died on 06.07.2012 due to Diabetes Type II, SHT within a period of 02 years 01 month 25 days from the Date of commencement of the policy.

In the repudiation letter 30.03.2013, dated the Insurer has informed the complainant that (a) the life assured was suffering from Systemic Hypertension, Diabetes Mellitus and seizures and was on treatment (b) he did not disclose these facts in his proposal.

On perusal of the documents submitted, it is observed as under:-

❖ In Claim Form B (Medical Attendant's Certificate" dated 05.11.2012 issued by Meenakshi Mission Medical Hospital & Research Institute, Enathur, Kancheepuram, it is recorded as Primary Cause → Type II – DM: Secondary cause → SHT, CKD, ESRD.

For Q.No. 6 –"What other diseases or illness (i) preceded or (ii) co-existed with that which immediately caused his death? – No answer was given.

For the Question: Give history of such disease or illness, answers were given as below: Date when first observed? .. No answer

(a) By whom treated? .. No answer.

(b) By whom history reported to you? .. No answer.

❖ In the Claim Form B1"Certificate of Hospital Treatment" dated 05.11.2012 issued by the same Hospital, answers were given as:

Q.No. 6(b).. Was the history reported by the patient himself or

By some one else? Yes

6(c) .. If the history was not reported by the patient himself ..

, the name and relationship of the person who reported... No answer.

For Q.No. 7 . Was there any other disease or illness which

Preceded or co-existed...T2-DM,SHT,CKD - (No further details available)

❖ In the Discharge Summary dated 03.07.2012, it is recorded as k/c/o DM Type II, SHT on treatment for past 8 years, k/c/o seizures on treatment sine 25 years.

❖ In the prescription dated 01.03.2011 by Dr. V.Seshiah Diabetes Research Institute, Chennai, it is noted from the Lab reports as follows:

Name of test	Units	Reference Range
Fasting Glucose Sugar	mg/dt	100
Random Glucose PP	mg/dt	<140
Cholestrol	mg/dt	100
Uric Acid	mg/dt	<1.5
Urea	mg/dt	<45

From the above records, non disclosure of the pre-proposal illness has not been clearly established, through Medical reports or prescription before the date of proposal.

❖ Claim Forms B & B1 does not indicate the duration of illness recorded.

❖ The Policy had run for more than 2 years as on Date of death.

❖ The policy had been called in question after 2 years from the commencement and hence attracts the provisions of Sec 45 of the Insurance Act 1938, which shifts the onus of proof of fraudulent intentions on the part of the Insured to the Insurer.

❖ No reply has been received from the Agent. No further action seems to have been taken by the Insurer, even though the letter was sent on 30.05.2013.

Hence, an EXGRATIA amount of Rs. 30,000/- under the policy is awarded.

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Complaint No. CHN/L-029/1415 /0638

AWARD No: IO (CHN) /A /LI- 0064 /2014-15

Name of the complainant: Smt.G.Vasantha Valli Vs. LIC of India, Chennai
Dn. -II.

Nature of complaint: Repudiation of death claim.

Policy No.	D.O.C.	Plan & Term	Sum Assured	Mode	Premium. (Rs.)
718858795	16.12.2010	165-10	100000	SSS	408.00

First Unpaid Premiums were 07/2013. The above life assured died on 13.07.2013 due to Sepsis within a period of 02 years 06 months 15 days from the Date of commencement of the policy.

In the repudiation letter 28.03.2014, the Insurer has informed the complainant that (a) the life assured was suffering from Systemic Hypertension, Diabetes Mellitus and coronary heart disease and was on treatment (b) he did not disclose these facts in his proposal

6. On perusal of the documents submitted , it is observed as under:-
- ❖ In Claim Form B (Medical Attendant’s Certificate” dated 16.09.2013 issued by Medical Officer, S.Rly. HQ Hospital. Chennai, it is recorded as
 Primary Cause -→ Acute Meningo, enciphalitis
 Secondary cause → Sepsis.
 - ❖ In the Claim Form B1”Certificate of Hospital Treatment” dated 16.09.2013 issued by the same Hospital, answers were given as:
 Q.No. 4 .. What at the time of admission was
 (a) the nature of his complaint? ... Fever, Loose stools.
 Q.No. 6(b).. Was the history reported by the patient himself or
 By some one else? Patient
 For Q.No. 7 . Was there any other disease or illness which
 Preceded or co-existed No answer
 - ❖ In Claim Form E (Certificate by Employer), the Leave availed on Sick grounds is only 3 days from 24.06.2010 to 26.06.2010 (which is prior to the date of proposal), and the subsequent leave on sick grounds were availed after the date of proposal.
 - ❖ The THREE pages (said to be a copy of Railway treatment Book) does not contain either the name of the patient/Employee, his age or his address. Hence, it could not be taken as evidence pertaining to this life assured. However, the complainant herself had admitted during the hearing that her husband had taken treatment for TB & was an alcoholic.
 - ❖ The DMR has also opined that there is no relation to present illness to cause of death.
 - ❖ From the above records, non disclosure of the pre-proposal illness has not been clearly established, through any Medical reports or prescription for having taken any treatment before the date of proposal.
 - ❖ The Policy had run for more than 2 years as on Date of death.
 - ❖ The policy had been called in question after 2 years from the commencement and hence attracts the provisions of Sec 45 of the Insurance Act 1938, which shifts the onus of proof of fraudulent intentions on the part of the Insured to the Insurer.

Hence. an EXGRTIA amount of Rs. 25,000/- under the policy is awarded.

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Complaint No. CHN/L-029/1415 /0713

AWARD No: IO (CHN) /A /LI- 065 /2014-15

Name of the complainant: Smt. Geetha Ramesh Vs. LIC of India, Chennai Division – I

Nature of complaint: Repudiation of death claim

Policy No.	D.O.C.	Plan & Term	Sum Assured	Mode	Premium. (Rs.)
719622647	28.09.2012	165.15	3,50,000.	SSS	1429.00

First Unpaid Premium was 05/2013.. The policy was completed under Non Medical Scheme. The above life assured died on 09.05.2013 due to Hepatorenal Syndrome & congestive Cardiac failure within a period of 07 months 11 days from the Date of Commencement of the policy.

In the repudiation letter dated 15.04.2014, the Insurer has informed the complainant that (a) the life assured was suffering from Diabetes Mellitus and Chronic Kidney disease and a k/c/o decompensated Chronic Liver disease, Portal Hypertension, HBSAG positive and pulmonary TB and had taken treatment for ATT prior to the date of proposal (b) he did not disclose these facts in his proposal.

On perusal of the documents submitted, it is observed as under:-

❖ **As per the Discharge summary dated 07.05.2013, (D.O.A. : 03.05.2013 AND D.O.D.07.05.2013 (Discharged on request), it is recorded in the Diagnosis as HBS Ag: Positive /DCLD/ PORTAL HYPERTENSION / ASCITIES /PTB/ S/P ASCITIS FLUID TAPPING.**

❖ **In the History of the same Discharge summary it is recorded as k/c/o DCLD/ PORTAL HYPERTENSIOIN/ HBSaB POSITIVE / ASCITIES/PTB. Took ATT previously. Now stopped. (But duration of illness not noted)**

❖ **In Claim Form B (Medical Attendant's Certificate) dated NIL issued by Dr..K.K.Vijayakumar, of Govt. General Hospital, Chennai, it is recorded as Primary Cause -> Hepato Renal Syndrome, Congestive cardiac failure. Secondary cause ->Chronic Renal Disease, Respiratory distress..**

For Q.No. 5(a) Were the habits sober and temperate?.. It is answered as "Non smoker , Non alcoholic"

For Q.No. 6 -"What other diseases or illness (i) preceded or (ii) co-existed with that which immediately caused his death? - It is answered as (i) None (ii) None

For the Question: Give history of such disease or illness stating

(a) **Date when first observed? --- No answer**

(b) **By whom treated? -- No answer**

(c) **By whom history reported to you? .. --- No answer**

❖ **In the Claim Form B1"Certificate of Hospital Treatment" dated 17.06.2013 issued by Dr. Churchil Kumar of ESSVEE Hospital, CHennai, Answers to Q.No.**

6(b).. Was the history reported by the patient himself or

By someone else?

..... By patient

For Q.No. 7 . Was there any other disease or illness which

Preceded or co-existed..No other diseases or illness co-existed.

❖ In CIR given by the Asst. Branch Manager, Ambattur, it is noted as "SUPPRESSION OF FACTS", without any evidences/documents.

❖ In the Claim Form B2,(Certificate of treatment) issued by Dr. K.K.Vijayakumar of Govt. General Hospital, Chennai has noted Col. No. 9 .. Was he treated by you of any previous occasion or any later occasion? .. Answered as 10 years.

If so, please state

- a) Date on which treatment () Various dates
b) Date last attended () Minor ailments
c) Nature of ailment () cough, cold, gastritis.

❖ From the above records, non disclosure of pre-proposal illness has not been clearly established, through Medical records.

❖ The copy of proposal form has not been sent to the LA alongwith the policy which is violation of PPI Regulations 2002.

❖ No explanation is called for from the Agent (who knows the DLA for the past 05 years as per Agent's Confidential Report), leave alone any action taken on him.

Hence, an EXGRATIA amount of Rs.30,000 /- under the Policy is awarded.

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Complaint No. CHN/L-029/1415 /0665

AWARD No: IO (CHN) /A /LI- 0066 /2014-15

Name of the complainant: Smt.T.BABY Vs. LIC of India, Tirunelveli

Nature of complaint: Repudiation of death claim

Policy No.	D.O.C.	Plan & Term	Sum Assured	Mode	Premium.
324105380	18.01.2012	165.15	125000	Yly	6005.00
324041503	10.08.2012	14.15	100000	Qly	1823.00

First Unpaid Premium under the policies were 01/2013 & 02/2013 respectively. The above life assured died on 11.12.2012 within a period of 10 months 23 days & 04 months 01 day from the commencement of the policies due to Acute Myocardial infarction (as per claimant) /""suicide"" as per the Insurer.

The Insurer repudiated the claim on 05.10.2013 on the grounds that the life assured had committed "Suicide" within one year of commencement of Policies which have become null & void as per Policy condition and nothing is payable.

On perusal of the documents submitted, it is observed as under:-

❖ In the claim form B dated 30.12.2012 issued by Dr. W.Samson Chellachon of Willam Hospital, Nagercoil, the cause of death is recorded as follows:

Primary cause → NOT ANSWERED

Secondary cause → Acute Myocardial

❖ In the "Case History" dated NIL issued by the same Doctor & Hospital, it is noted the patient got admitted with h/o sweating and unconscious clinically. (1) B.P. → 160/80 mm mg. (2) O2 → 94% (3) Pulse → 104
The impatient "Nurses Record Sheet" noted the various treatments given to the patient.

❖ The DMR has opined as "treatment is part & parcel for poisoning".

❖ In the CIR dated 15.03.2013 by the BM of Kanyakumari S.O. has noted under Q.No. 11 that "suicide by poison. Death not informed to police station. Postmortem not done".

❖ In another letter dated 25.03.2013, given by the Br. Manager , Nagercoild Unit-I, Branch, has noted that on enquiries with local people, the DLA had committed suicide by consuming toxic substance. The death was not reported to police. The DLA was in huge debt. He has also stated that the persons he enquired refused to give in writing about the details.

❖ From the above records, the exact primary cause of death has not been clearly established.

However, the following points needs to be taken for consideration.

e) The complainant had not denied / challenged the Insurer's version of "Alleged Suicide" either in her appeal to the Zonal Manager, L.I.C. of India, Chennai or in her Appeal to the Hon'ble Ombudsman.

f) No explanation has been called for from the Hospital for not mentioning the "Primary cause of Death" in Claim Form B dated 31.12.2012.

g) The DMR has opined that the "treatment is part & parcel for poisoning".

h) The Insurer has also not proved the "alleged suicide" with any clinching evidences.

Hence, an EX-GRATIA amount of Rs. 75,000/- under both the policies is awarded.

Complaint No. IO (CHN) / L 041/ 1415/ 0729

AWARD No: IO (CHN) / A / LI / 0068 / 2014-15

Name of the complainant: Sri.R.Thiyagarajan Vs. SBI Life Insurance Co, Ltd
Nature of complaint: Repudiation of death claim

The complainant's wife , Smt. T.Vasantha, had taken a SBI Life – Flexi Smart Insurance Policy from SBI Life Insurance Co. Ltd. under Policy No.. 56014341607. The Date of Commencement was from 14.05.2012 for a term of 10 years for a Sum Assured of Rs.1,50,000/- under Annual Mode and with an Instalment premium of Rs. 15,000/- The above life assured died on 30.06.2013 due to Coronary Artery Disease, within a period of 01 year 01 month 16 days from the Date of Commencement of the Policy.

In their repudiation letter dated 07.01.2014, the Insurer had noted that the DLA was a k/c/o DM Type II and Heart disease and was taking treatment prior to effecting Insurance and the same was not disclosed at the time of taking the policy on 14.05.2012 .

On perusal of the documents submitted and the submissions made, it is observed as follows

i. In the copy of proposal form dated 10.05.2012 for SBI Life – Flexi Smart Ins. Plan the answers to Question No. 8 (iv) on “Medical and other detail of the Life to be assured” are given as under :

8 (iv) During the Last 10 years, have you undergone or advised to under go hospitalisation or tests or medical treatment? Answered as “NO”.

8(xv) Are you suffering from or did you suffer(a) Cancer/Leukemia/Lymphoma? Answered as “NO”

(c) In the Discharge Summary dated 08.08.2008 of Sri Ramachandra Medical Centre, Chennai (D.O.A.: 04.08.2008. D.O.D: 08.08.2008), it is recorded in the Final Diagnosis as Dilated Cardiomyopathy(?IDIOPATHIC), Severe Biventricular Dysfunction, Ventricular Arrhythmia.

(d) In the Discharge Summary dated 01.02.2011 of Sri Ramachandra Medical Centre, Chennai (D.O.A.: 31.01.2011. D.O.D: 01.02.2011), it is recorded in the Final Diagnosis as Dilated Cardiomyopathy), Severe LV Dysfunction (LVEF OF 23%), Type II Diabetes Mellitus, Upper Respiratory Tract Infection (Recovering).

(e) In the Hospital Treatment Certificate dated 12.09.2013 of JIPMER, Puducherry, it is recorded Diabetes Mellitus & Hypertension—5 years.

(f) In the Family Physician’s Certificate dated 14.02.2014, by Dr. A.Mohamed Rafee, Sirkali, it is recorded that the nature of disease as Hypertension, Diabetes Mellitus from 2011.

g) From the hospital records made available to this Forum, it is clear that the DLA was having Type II Diabetes Mellitus and was taking treatment for the same, which were not disclosed in the proposal form dated 10.05.2012 submitted at the time of taking the policy.

h) The Insurer has already settled an amount of Rs. 22036/- on 07.01.2014 being the Fund value on the above policy, which the party has already accepted & encashed.

8.The Insurer’s Grievance Cell had not responded to the Appeal made on 24.01.2014 via e-mail, which is a violation of PPI Regulations 2002. The Insurer is advised to take not of it for future.

Hence, the Complaint is DISMISSED.

Complaint No. CHN/L-029/1415 /0747

AWARD No: IO (CHN) /A /LI- 069 /2014-15

Name of the complainant: Smt. J.MEENA Vs. LIC of India, Salem

Nature of complaint: Repudiation of death claim

Policy No.	D.O.C.	Plan & Term	Sum Assured	Mode	Premium. (Rs.)
705817841	13.06.2012	807-20	170000/-	Yly	3669.00

First Unpaid Premium was 06/2013.. The policy was completed under Non Medical Scheme. The above life assured died on 18.11.2012 due to Bone Cancer within a period of 05 months 05 days from the Date of Commencement of the policy.

In the repudiation letter dated 31.03.2014, the Insurer has informed the complainant that (a) the life assured was suffering from Disseminated Tuberculosis with Paraplegia, HIV Stage IV, etc.. and was taking treatment for the same (b) he did not disclose these facts in his proposal. On perusal of the documents submitted and submissions made it is observed as under:-

As per the Death Certificate dated 23.11.2013 of Christian Medical College (CMC) Vellore, (D.O.A. : 07.11.2012 and D.O.D.18.11.2012, it is recorded in the Diagnosis as Staphylocoecal Sepsis, Pyrexia of unknown origin with Paraparesis, Advanced Human Immunodeficiency Virus Infection – Stage IV.

In Claim Form B (Medical Attendant's Certificate) dated 26.03.2013 issued by CMC,Vellore, it is recorded as

Primary Cause -->. Staphylocoecal Sepsis

Secondary cause --> Disseminated Tuberculosis, HIV Infection Stage IV.

For Q.No. 4(c) .. How long had been suffering from this disease before the death?

Answered

as 5 months.

For Q.No. 4(e) .. When were they first observed by the deceased? Answered as 5 months

In the Claim Form B1 "Certificate of Hospital Treatment" dated 26.06.2013 issued by CMC, Vellore , Answers to Q.No.

6(b).. Was the history reported by the patient himself or By someone else?

By patient

For Q.No. 7 . Was there any other disease or illness which Preceded or co-existed ... Disseminated TB, Staphylocoecal Sepsis

In CIR given by the Asst. Branch Manager, Komarapalayam, who has noted many earlier hospital treatments , without any evidences/documents.

From the above records, non disclosure of pre-proposal illness has not been clearly established, through Medical records like prescription, treatment records, eventhough the illness should have been for much longer duration than noted in Claim Form B & B1.

In the Internal Notes for Zonal Office Claims Dispute Redressal Committee, the Regional Manger (L &HPF) has recorded his comments as follows:

" Repudiation may not sustain unless treatment records are collected".

The copy of proposal form has not been sent to the LA alongwith the policy which is violation of PPI Regulations 2002.

No explanation is called for from the Agent (who knows the DLA for the past 01 year as per Agent's Confidential Report), leave alone any action taken on him.

Hence, an EXGRATIA amount of Rs. 5,000 /- (Rupees Five thousand only) under the Policy is awarded to be paid .

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Complaint No. CHN/L-029/1415 /0730

AWARD No: IO (CHN) /A /LI- 070 /2014-15

**Name of the complainant: Smt. B.Anuradha Vs. LIC of India, Chennai
Division – I.**

Nature of complaint: Repudiation of death claim

Policy No.	D.O.C.	Plan & Term	Sum Assured	Mode	Premium.
714548074	28.01.2010	165.15	125000	Mly (SSS)	Rs.511/-

First Unpaid Premium was 08/2011.. The policy was completed under Non Medical Scheme. The above life assured died on 16.07.2011 due to Suicide due to hanging within a period of 01 year 06 months 12 days from the Date of Commencement of the policy.

The Insurer has repudiated the claim on 15.04.2014 on the grounds that the life assured was a known case of alcoholism and had made deliberate mis-statements and withheld material information from them regarding his habits at the time of effecting the insurance.

On perusal of the documents submitted and submissions made it is observed as under:-

In the FIR dated 16.07.2011 of Chitlapakkam Police Station, given by Smt. B.Anuradha (wife of the DLA), it is stated that her husband often drinks and does not go work properly and fights with her. She had made complaints to Tambaram Women Police Station and they have warned him many times. But still he did not correct himself. As usual, on 15.07.2011 morning, he quarreled with me. I was very hurt and so went to my friend's house at Tambaram. When my son came back from the school, he saw the door was locked from inside. He went to his grandma's house at Kundrathur. Again on 16.07.2011, when he came to house, he found it was locked inside. He had doubt and he broke open the door and found his father was hanging from the fan with a yellow colour saree. He informed me about the same. I have no doubt about his death due to hanging. Kindly hand over the body after postmortem. The Police Inquest Report dated 16.07.2011 of Chitlapakkam Police Station also confirms the same version.

In the Postmortem Certificate dated 14.03.2012 issued by Asst. Surgeon of Govt. Hospital, Tambaram, it is recorded in Analysis - as "Alcohol / other poison were not detected." In opinion it is noted as " The deceased appears to be have died of complete hanging + asphyxia".

In the OPD Card dated 18/11/2007 of Sri Balaji Medical College and Hospital, Chrompet, Chennai-44, (under OPD No. 526798), it is recorded as "Ameobic colitis" which the Insurer had taken as "Alcoholic colitis". In CIR dated 30.11.2013 given by the Branch Manager, Pallavaram SSO, it is noted under Col.No.8 (a) (b) as - "Copy enclosed. Leave reveals that he had been on leave frequently since 2008, on one or other kind. On contacting MTC Legal Department H.O., it is understood that he was suspended on three occasions for involving in accidents ostensibly due to drunken driving, a fact which is approved by his family as well. However, there are no individual records

available in the Dept. Hence these comments can be taken as hearsay without any evidences/documents.

From the above records, non disclosure of pre-proposal habit of alcoholism has not been clearly established, through Medical/other records. The admission of his drinking habits by his wife in the FIR as well as during the hearing cannot be set aside even though the duration of this habit could not be clearly established. The copy of proposal form has not been sent to the LA alongwith the policy which is violation of PPI Regulations 2002.No explanation is called for from the Agent (who knows the DLA for the past 01 month as per Agent's Confidential Report), leave alone any action taken on him.

_Hence, an EXGRATIA amount of Rs.25,000 /- (Rupees Twenty Five thousand only) under the Policy is awarded

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Complaint No. CHN/L-029/1415 /0758

AWARD No: IO (CHN) /A /LI- 073 /2014-15

Name of the complainant: Sri R. Jayachandran Vs. LIC of India, Chennai Division – I.

Nature of complaint: Repudiation of death claim

Policy No.	D.O.C.	Plan & Term	Sum Assured	Mode	Premium.
705491966	10.08.2012	14 - 10	500000	Hly	Rs. 29878/-

First Unpaid Premium was 08/2013. The policy was completed under Medical Scheme with Cl. VI Health Extra of Rs. 9.60/000. The above life assured died on 18.05.2013 due to Multiple secondaries, cardio pulmonary arrest/CAD/DM/Metastitis of unknown origin within a period of 09 months 8 days from the Date of Commencement of the policy.

The Insurer has repudiated the claim on 15.04.2014 on the grounds that the life assured had suffered from Coronary Artery Disease and had history of Rheumatoid Arthritis and was on regular treatment prior to the proposal and had made deliberate mis- statements and withheld material information from them regarding her illness at the time of effecting the insurance.

On perusal of the documents submitted and submissions made, it is observed as under:-

❖ The Insurer has accepted the risk imposing Class VI Health Extra of Rs.9.60 per thousand.

❖ In the Discharge Summary of K.S.Hospital dtd 22.12.2013 & 18.1.2013, it is stated that the

DLA was on regular treatment for rheumatoid arthritis in SMF since 4 years (Methotrexate).

❖ Even though there was no specific question in the proposal form regarding the Rheumatoid Arthritis disease under 11(e), the Life Assured had noted "Yes" with remarks "taking medicine mentioned in medical report." Since the proposal declaration precedes the Medical report, any reference to the Medical or other reports be DLA is misleading or mischievous. However, the Insurer has not called for any explanation regarding the medicines taken and details of other diseases.

❖ The Frontier Life Line Hospital case sheets dtd 19.12.2012 does not mention anything about Rheumatic Arthritis.

❖ Claim Form B & B1 does not mention anything about Rheumatoid Arthritis.

❖ The Medical Examiner's report states that the DLA was under treatment during the time of effecting the assurance and was on medication taking Tablets – Prosudoc 10mg, Ecosprin 75mg, Concor 2.5 mg and Rozavel 20mg.

❖ The physician's report dated 20.9.2012 by Dr.G.N.Prasad, Consultant Cardiologist in the Insurer's prescribed format – Annexure II – 11 (Form No LIC03-012) does not mention anything about Rheumatoid Arthritis.

❖ In the Proposal form, the DLA had answered "Yes" for Q.No 11(d) whereas in the repudiation letter of the Divisional Office it is mentioned that the DLA had suppressed about Coronary Artery Disease which is not correct.

❖ From the above records, non disclosure of pre-proposal illness of Rheumatoid Arthritis has been established, through K.S.Hospital Records.

❖ In CIR dated 04.02.2014 given by the Sr Branch Manager, CBO – 2, it is noted under Col.No. 15 as – "From my enquiries it is found that the LA had treatment before date of proposal. But she had mentioned all the details in the proposal and the proposal was admitted with CI VI HE." And in Col No.16 the IO mentions "Since the previous illness was mentioned in Proposal and proposal was accepted at H.E, we may settle the claim.

❖ The copy of proposal form has not been sent to the LA alongwith the policy which is violation of PPI Regulations 2002.

❖ No explanation is called for from the Agent (who recommended the DLA for insurance), leave alone any action taken on him.

Hence, an EXGRATIA amount of Rs. 2,50,000 /- under the Policy is awarded

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Complaint No. CHN/L-029/1415 /0759

AWARD No: IO (CHN) /A /LI- 074 /2014-15

Name of the complainant: Smt. V.Mareeswari Vs. LIC of India, Tirunelveli

Nature of complaint: Repudiation of death claim

Policy No.	D.O.C.	Plan & Term	Sum Assured	Mode	Premium.
323942279	28.06.2012	107/20/15	200000	Yly	24166/-

First Unpaid Premium was 06/2013. The policy was completed under Medical Scheme. The above life assured died on 21.04.2013 due to Myocardial infraction within a period of 09 months 23 days from the Date of Commencement of the policy.

The Insurer has repudiated the claim on 12.02.2014 on the grounds that the life assured had been suffering from Diabetes and Hypertension and had taken treatment from 12.04.2011 to 11.10.2013 which are prior to the proposal and had made deliberate mis-statements and withheld material information from them regarding his illness at the time of effecting the insurance.

On perusal of the documents submitted and submissions made, it is observed as under:-

- ❖ The Insurer as per the Order dated 27.08.2014 by Madurai Bench of Madras High Court had conducted a "Personal Hearing" on 15.11.2014 with the Complainant for the Appeal made to the Zonal Manager, L.I.C. of India, Chennai against the repudiation of death claim. In the minutes, it is recorded that the DLA for suffering from mild BP and sugar for 6 months. The Insurer in its Final reply dated 18.11.2014, had uphold the repudiation of the death claim but considering the pathetic condition narrated by the Claimant, had took a sympathetic view and ordered an Exgratia payment of Rs. 30000/- under the above policy.**
- ❖ In the "Hospital treatment records" (submitted by the complainant herself to the Insurer), the treatment details from 12/04/2011 to 11/10/2012 is recorded for different dates. But that document does not bear the Name of the Hospital, signature of the Doctor, etc.. But the same document bears the name of the patient as "Vaidyalingam" 45/M, OP No. 4333, which cannot be set aside. This document is given to the Insured by the complainant only. She has also said that he was taking treatment from "Primary Health Centre, Perilampatti", which is near to her place of living.**
- ❖ In the above document it is recorded as follows:**

Date	BP /Sugar readings	Remarks
12/04/2011	Rbs - 242 mgs/dl/U.Sugar - (++)	

13/06/2011	BP- 180/120 mm/Hsg.	
21/09/2011	BP - 180/100 mm/U. Sugar - 218 mgs/dl	
16/02/2012	BP - 180/90 mm of Hg/Rbs - 158 mgs/dl	
11/10/2012	BP - 220/150 mm/Rbs - 114 mgs/dl	Uncontrolled Hypertension.
11/10/2012	--	Referred to Kovilpatti GH for further Management.

From the above it is evident that the DLA was taking treatment for BP and Diabetes earlier.

❖ In the Claim Form B dated 21.04.2013 issued by Dr. Seenivasagan, MS, Kovilpatti, the answers were given as follows:

Q.No. 9 (a) Were you deceased's usual Medical Attendant → YES

(b) If so, for how long → Last 5 years

Q.No. 10 When and for what ailment did you treat the ()

Deceased during the three years preceding () NO ANSWER

His last illness? ()

- ❖ In the C.I.R. dated 22.07.2013 issued by SBM, LIC of India, Kovilpatti, no adverse features were noted.
- ❖ In another C.I.R. dated 23.10.2014 issued by BM, LIC of India, Kovilpatti also does not records any major ailment or treatment taken.
- ❖ From the above records, non disclosure of pre-proposal illness of Diabetes and Hypertension has been established.
- ❖ The claimant had admitted that the DLA was taking medicines for BP and Sugar and she only had handed over the treatment details to the Insurer.
- ❖ The copy of proposal form has not been sent to the LA alongwith the policy which is violation of PPI Regulations 2002.
- ❖ **No explanation is called for from the Agent (who recommended the DLA for insurance), leave alone any action taken on him.**

❖ The Insurer had already offered an Exgratia amount of Rs.30000/-

Hence, an EXGRATIA amount of Rs. 50,000 /- under the Policy is awarded.

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Complaint No. IO (CHN) / L 029/ 1415/ 0611

AWARD No: IO (CHN) / A / LI / 0076 / 2014-15

Name of the complainant: Smt T. Vijayalakshmi Vs. L.I.C of India, Chennai-II

Nature of complaint: Repudiation of Death Claim

Policy No.	D.O.C.	Plan/Term	Sum Assured	Mode	Premium
7191679 49	24.03.20 10	179-12	800000	Yly	60460/=

First Unpaid premium was 03/2012. The Life Assured died on 22.02.2012 due to Cardiac Failure within a period of 01 year 10 months and 29 days from the Date of commencement of policy.

In their repudiation letter dated 11.08.2013, the Insurer had noted that the LA withheld material information regarding his health and the same was not disclosed in the proposal form.

On perusal of the documents submitted and the submissions made, it is observed

as follows:-

As per the case sheets of Dr Mohan's Diabetes Specialities Centre, the Life Assured had taken treatment on 18.03.2009 and in the history assessment sheet of the Centre, it is recorded that the Life Assured was diagnosed positive Diabetic since 7 years, detected at the age of 35 years in the year 2002. His Test reports dated 14.03.2009, revealed that he had FBS : 220, PPBS : 267.

From the reports submitted by the Insurer, it is clear that the DLA is a known case of Diabetes Mellitus prior to the date of proposal ,

which was not given in the proposal form submitted at the time of taking the Insurance Policy.

The Complaint is DISMISSED .

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Complaint No. CHN/L-029/1415 /0797

AWARD No: IO (CHN) /A /LI- 077 /2014-15

Name of the complainant: Smt. S.Anandi Vs. LIC of India, Thanjavur

Nature of complaint: Repudiation of death claim.

Policy No.	D.O.C.	Plan & Term	Sum Assured	Mode	Premium.
756826066	27.09.2012	165.16	62500/-	Hly	1582.00

First Unpaid Premium was 09/2013. The policy was completed under Non-Medical Scheme. The above life assured died on 16.05.2013 due to Cardiac attack within a period of 07 months 19 days from the Date of Commencement of the policy.

The Insurer has repudiated the claim on 03.02.2014 on the grounds that the life assured had been suffering from Post MVR for Rheumatic Heart Disease, Severe Biventricular Dysfunction and underwent Mitral Valve Replacement on 16.09.1994 and had taken treatment for further management at Ramakrishna Nursing Home and Heart Care Unit Trichy from 02/2007 to 06/2007 which are prior to the proposal and had made deliberate mis- statements and withheld material information from them regarding his health at the time of effecting the insurance. On perusal of the documents submitted and submissions made, it is observed as under

❖ As per the Hospital records of "JIPMER HOSPITAL, Pondicherry", it is noted as the D.O.A :14.08.1994 & D.O.D.: 17.09.1994 and operated for Mitral Valve Replacement, etc..

❖ As per Ramakrishna Nursing Home, Heart Care Unit, Trichy, it is observed that the DLA was visiting the hospital every month for Post MVR treatment from 10.02.2007 to 26.06.2007.

❖ As per Claim Form B dated 12.08.2012 issued by Dr. Vivek Sundaram of Sundaram Hospital, Trichy, it is noted in Q.No. 4(a) Cause of Death Primary cause:Post MVR for RHD, Severe ventricular dysfunction, Cardiogenic shock. Secondary cause → Chronic AF. Duration noted as 4 years.

❖ From the above records, non disclosure of pre-proposal illness of Mitral Valve Replacement and further treatment taken has been established. However, the following points needs consideration.

In the C.I.R. dated 20.11.2013 issued by BM, LIC of India, Lalgudi, no adverse features were noted and for Q.No. 12 : it is answered as "No treatment had taken prior to the date of Proposal."

In Claim Form E – Certificate by Employer dated 20.07.2013 issued by the Head Master, Panchayat Union Middle School, Thiranipalayam, it is observed that under Q.No. 3 (e) reading "Record of absence from duty during the period" was left "UNANSWERED" and no clarification sought.

The copy of proposal form has not been sent to the LA alongwith the policy which is violation of PPI Regulations 2002.

No explanation is called for from the Agent (who recommended the DLA for insurance), leave alone any action taken on him. There could not be a future deterrent.

The claimant herself had given all the treatment papers from 1994.

It can be observed from the duration of his longevity from the Date of MVR ie 17.09.1994 to his death on 16.05.2013, one cannot attribute any fraudulent intention of the DLA . that too the Insurance policy was taken for a meagre sum insured instead of High risk plans for a larger insurance cover.

Hence, an EXGRATIA amount of Rs. 15,000 /- under the Policy is awarded .
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Complaint No. IO (CHN) / L 029/ 1415/ 0791

AWARD No: IO (CHN) / A / LI / 0078 / 2014-15

Name of the complainant: Smt S. Dhanalakshmi Vs. L.I.C. of India Madurai.

Nature of complaint: Repudiation of death claim

Policy No.	D.O.C.	Plan/ Term	Sum Assured	Mode	Premium	Duration to D.O.C.
746568 401	28.01.2011	91-12	50000	Mly	439.00	1y11m 23d

The policy was completed under Non- Medical Scheme. The First Unpaid Premium under the policy was 01/2013. The Life assured died on 21.01.2013 due to Low Sugar and Heart Problem.

In their repudiation letter dated 12.03.2014, the Insurer had noted that the DLA had suffered from Diabetes Mellitus and had taken treatment as inpatient from 14.10.2009 to 18.10.2009 at St.Joseph Hospital and the same was not disclosed in the proposal form

On perusal of the documents submitted and the submissions made, it is observed as follows:-

- vi. As per the Discharge Summary of St Joseph Hospital, Dindigul dated 18.10.2009 , it is noted that the D.O.A. was on 14.10.2009 and D.O.D. was on 18.10.2009. It is recorded in Final Diagnosis : Type 2DM/Coronary Artery Disease/Anemia/Dilated Cardiomyopathy/Severe Left ventricular dysfunction/COPD.

vii. In the Claim Form B (Medical Attendant's Certificate) dated Nil issued by Dr Vijaya Shankar of St Joseph Hospital, Dindugul, it is noted under Q.No. 5 as follows:

- a) Primary cause of death :
CAD/DCMP/Hypoglycemia
- c) How long had the deceased been suffering from this disease before his/her death. : 4 Years
- e) When were they first observed by deceased : 14.10.2009
- f) What was the date on which you first consulted during the illness : 14.10.2009
- 7) What other disease or illness preceded or coexisted with that which immediately caused his/her death : DCMP/Dilated Cardiomyopathy
Date when such first observed : 27.10.2009
By whom treated : Dr Vijay Shankar
By whom history reported : Patient

viii. In the Claim Form B1 (Certificate of Hospital Treatment) issued by the same hospital, it is answered as follows:

Q.No. 10 Was he/she treated in the hospital on any previous occasion either as inpatient or an outpatient. If so please state : 2009

(a) Date of 1st admission or first time treatment as outpatient : 14.10.2009

(b) Date of discharge and condition on Discharge : 18.10.2009.

From the hospital records made available to this Forum, it is clear that the DLA is a known case of having Diabetes Mellitus and heart Disease prior to the date of proposal, which were not given in the proposal form submitted at the time of taking the Insurance Policy.

Hence, the Complaint is DISMISSED.

Complaint No. CHN/L-029/1415 /0744

AWARD No: IO (CHN) /A /LI- 0079 /2014-15

Name of the complainant: Smt.K.Asha Devi Vs. LIC of India, Chennai Division -II.

Nature of complaint: Repudiation of death claim

Policy No.	D.O.C.	Plan & Term	Sum Assured	Mode	Premium.
719618430	10.07.2012	14.10	200000	Mly(SSS)	1910.00

First Unpaid Premiums were 02/2013. The above life assured died on 16.02.2013 due to Chronic Ethnalolic and Cardio pulmonary arrest within a period of 07 months 06 days from the Date of commencement of the policy. The policy was completed under Medical Scheme.

In the repudiation letter dated 03.02.2014,, the Insurer has informed the complainant that (a) the life assured was suffering from Chronic liver disease,

alcoholic hepatitis and hypothyroidism and was on treatment for the same before the date of proposal (b) he did not disclose these facts in his proposal.

On perusal of the documents submitted and submissions made, it is observed as under

❖ In Claim Form B (Medical Attendant's Certificate) dated 23.04.2013 issued by MIOT Hospital. Chennai, it is recorded as

Primary Cause -> Chronic Ethanolic

Secondary cause -> Cardio pulmonary arrest, Severe Brain Stem Dysfunction, Massive Intracerebral Haemorrhage

In the Claim Form B1 "Certificate of Hospital Treatment" dated 23.04.2013 issued by the same Hospital, answers were given as:

Q.No. 4 .. What at the time of admission was

(a) the nature of his complaint? ... Unconscious state with history of binge alcohol .Drinking on 11.02.2013 Deeply comatosed.

Q.No. 6(b).. Was the history reported by the patient

himself or By someone else? No. by relative.

6(c) If not by patient, name & relationship of

Of the person who reported? Son (Mr.K.Mohan Prasath)

❖ As per Claim Form E (Certificate by Employer), Leave was availed on Sick grounds for 31 days from 09.01.2012 to 08.02.2012 (which is prior to the date of proposal), and the Medical Certificate was issued by Medical Officer, HVF Hospital,Avadi where it is recorded that "suffering from Chronic Liver disease, Alcoholic Hepatitis, Hypothyroidism".

❖ From the above records, non disclosure of the pre-proposal illness has been clearly established, through Medical records of any treatment before the date of proposal.

The following points needs consideration:

The copy of proposal form has not been sent to the LA alongwith the policy which is violation of PPI Regulations 2002.

An explanation is called for from the Agent (who recommended the DLA for insurance) on 03.02.2014 but no reply or any action taken on him.

The policy was completed under "Medical Scheme". The date of Medical report by Doctor Code No.5358 on 08.07.2014, which reveals "NO ADVERSE FEATURES and the answer to Q.No. 15 in which he has certified that on examination he appears mentally and physically healthy. No clarification/explanation has been called for from him.

Hence, an EXGRTIA amount of Rs. 10,000/- under the policy is awarded.

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Complaint No. CHN/L-029/1415 /0818

AWARD No: IO (CHN) /A /LI- 0080 /2014-15

Name of the complainant: Smt. K.Sudha Vs. LIC of India, Thanjavur

Nature of complaint: Repudiation of death claim

Policy No.	D.O.C.	Plan & Term	Sum Assured	Mode	Premium.
756324891	10.02.2011	802.10	220000	Yly	20000.00
756325985	28.04.2011	149.12	100000	Yly	11073.00
756327745	01.12.2011	14.12	100000	Yly	8969.00
756328124	28.12.2011	91.12	55000	Yly	5139.00

First Unpaid Premium was 02/2013,04/2013,12/2012,12/2012 respectively. The policies were completed under Non- Medical Scheme. The above life assured died on 27.08.2012 due to Myocardial infraction within a period of 01 year 06 months 17 days, 01year 03 months 29 days, 08 months 29 days and 07 months 29 days from the respective Dates of Commencement of the policies.

The Insurer has repudiated the claim on 06.05.2013 on the grounds that the life assured had been suffering from Diabetic Mellitus and Systemic Hypertension for which he had taken treatment, which are prior to the proposal and had made deliberate mis- statements and withheld material information from them regarding his health at the time of effecting the insurance.

On perusal of the documents submitted and submissions made, it is observed as under:-

As per the Claim Form B dated 04.10.2010 issued by Dr. Sivakumar, it is answered as follows:

Q.No. 4(a) Primary Cause → Massive Myocardial Infraction.

Secondary Cause → Diabetes Mellitus, Systemic Hypertension.

4(c) How long he has been Suffering..... → 2 years

4(f) What was the date ...First consulted → 08/2010.

❖ As per the Investigation Report dated 04.03.2010 of Thyrolaboratories, Thanjavur, the reading were noted as follows:

LIPID Profile: Total Cholesterol → 238 mg/dl (Normal Range: 125-200)

Triglycerides → 183 mg/dl (Normal Range: 50-150)

As per Jothiram Diagnostic Centre, Thanjavur report dated 31.08.2010,

Sugar (Fasting) → 135 mg/dl (Normal range: 60-90) Urine Sugar (F) → TRACE.

As per Jothiram Diagnostic Centre, Thanjavur report dated 25.08.2010,

Sugar (Fasting) → 286mg/dl (Normal range: 60-90) UREA → 45 (Normal Range: 15-40)

From the above records, non disclosure of pre-proposal illness of Diabetes and Hypertension and the treatment thereof has been established. However, the following points needs consideration.

In the C.I.R. dated 14.12.2012 issued by BM, CAB, LIC of India, Thanjavur, the cause of death is reported as Accident and he recommended the claim for admission. But by letter dated 02.01.2013, he has corrected the cause of death as Heart Attack. This shows the casual approach with which such reports are prepared.

In the Three proposals that were canvassed by Agent Sri. G.Rajendran under Code No. 0006575N, the Height is recorded as 171 Cms, whereas in another proposal procured by Agent R.Poovizhi under Code No. 0079875N, the height is recorded as 161 Cms. No clarification has been sought.

The copy of proposal form has not been sent to the LA alongwith the policy which is violation of PPI Regulations 2002.

No explanation is called for from the Agent (who recommended the DLA for insurance), leave alone any action taken on him. This could have been a deterrent to him for future wrong doings.

The claimant herself had given all the treatment papers.

Hence, an EXGRATIA amount of Rs. 20,000 /- under the Policies is awarded.

Complaint No. CHN/L-029/1415 /0819

AWARD No: IO (CHN) /A /LI- 0081 /2014-15

Name of the complainant: Smt. K.Kavitha Vs. LIC of India, Thanjavur

Nature of complaint: Repudiation of death claim

Policy No.	D.O.C.	Plan & Term	Sum Assured	Mode	Premium.
755985424	28.10.2009	149.16	100000	Qly	2089.00
757139030	23.03.2013	165.11	400000	Mly(SSS)	1633.00

First Unpaid Premium was 07/2013, 10/2013 respectively. Policy No. 755985424 was revived on 13.02.2013 on the basis of Declaration of Good Health (DGH) paying 4 Qly dues 04.2012 to 01.2013. The policies were completed under Non- Medical Scheme. The above life assured died on 09.10.2013 due to Liver failure within a period of 07 months 24 days from the Date of Revival of the first policy and within 06 months 11days from the Date of Commencement of the second policy.

The Insurer has repudiated the claim on 05.05.2014 on the grounds that the life assured had suffered from Alcoholic Liver Disease for which he had taken treatment, which are prior to the date of revival/proposal and had made deliberate mis- statements and withheld material information from them regarding his health at the time of effecting the insurance.

On perusal of the documents submitted and submissions made, it is observed as under:-

As per the Ultrasonogram Report dated 10.01.2012 of Gastro Care Hospital, Trichy, it is recorded in the Impression as "Mild Hepatomegaly with coarse echotexture, Alcoholic liver disease, Mild Spleenomegaly".

As per the Ultrasonogram Report dated 12.07.2013 of Vaishali Digestive Diseases Care, Trichy, it is recorded in the Impression as "Chronic Liver Disease, Spleenomegaly".

In the DGH dated 13.02.2012 given for Revival of policy No.755985424, he has answered the health related questions in "Negative".

In the proposal dated 29.03.2013 given for procuring another policy, he has answered the health related questions in "Negative" and has stated his state of health as "GOOD".

From the above records, non disclosure of pre-proposal illness of Alcoholic Liver disease and Spleenomegaly and treatment taken has been established. However, the following points needs consideration.

❖ In the proposal dated 30.10.2009, the Height is recorded as 165 Cms, whereas in another proposal dated 29.03.2013, the height is recorded as 169 Cms. No clarification has been sought.

❖ In DGH dated 13.02.2013, there is an overwriting in the date which was not authenticated.

❖ The copy of proposal form has not been sent to the LA alongwith the policy which is violation of PPI Regulations 2002.

❖ No explanation is called for from the Agent (who knows the DLA for 2 years), leave alone any action taken on him. This could be a deterrent for the future.

Hence, an EXGRATIA amount of Rs. 20,000 /- under the Policies is awarded.

Complaint No. IO (CHN) / L 029/ 1415/ 0841

AWARD No: IO (CHN) / A / LI / 0082 / 2014-15

Name of the complainant: Smt. T.Lakshmi Vs. L.I.C. of India, Coimbatore.

Nature of complaint: Repudiation of Death Claim

Policy No.	D.O.C.	Plan/Term	Sum Assured	Mode	Premiu m
7655678 81	02.07.20 08	164.10	5,00,000	Yly	1337.00

The First Unpaid Premium under the policy was 02/2011. The Life assured died on 06.08.2010 due to Myocardial Infraction.

In their repudiation letter dated 31.03.2014, the Insurer had noted that the DLA had paid the premium due 02.07.2010 on 06.08.2010 (on the date of death) i.e after the grace period of 15 days and the policy was in a lapsed condition and did not acquire any paid-up value as per the Policy conditions

On perusal of the documents submitted and the submissions made, it is observed as follows:-

ii. The claim under policy nos. 765567881, on the life of Sri.T.Jagadeeswaran (DLA) was repudiated by Life Insurance Corporation of India, Coimbatore Division (Insurer) on the grounds that the Policy was "LAPSED" on the date of death i.e. 06.08.2010 and the premium was paid on the "Date of death" of the DLA.

iii. As per the premium history, the Annual premium due on 02.07.2010 was paid on 06.08.2010, amounting to Rs. 1346/- (including Rs. 9/- towards interest for delayed payment) by cash at 13.08 hrs.

iv. In the Claim Form B (Medical Attendant's Certificate) dated 28.03.2013 issued by Dr. K.Velusamy, M.D. of K.V.Hospital, Palani, he has answered the questions as follows:

Q.No.	Questions raised	Answered as
3(a)	Time of Death	2.30 P.M.
3(b)	Date of Death	06/08/2010
3(c)	Place of death (Give exact address)	On the way to K.V.Hospital, Palani
4 (g)	Did you attend him during the whole of its course?	Only in the Last stage.

It is surprising to note that without any admission and treatment in the "Hospital" and without any physical or medical examination by any Doctor, the Doctor has noted the exact time of death as 02.30 P.M. on 06.08.2010. (that too after 3 years of death). The Insurer had not sought any clarification from the Doctor.

v. As per the "Conditions and privileges within referred to the Policy", under condition No. 2, it is noted as under : Payment of Premiums: A grace period of 15 days will be allowed for payment of Yearly, Half-yearly or Quarterly premiums. If death occurs within this period and before the payment of the premium then due, the Policy will still not be void and the Sum Assured paid after deduction of the said premium as also unpaid premiums falling due before the next anniversary of the Policy. If the premium is not paid before the expiry of the days of grace, the Policy lapses. Under Condition No. 6—Paid-up value: This Policy will not acquire any paid-up value.

vi. It is also observed during the Hearing that the Complainant had made claim under another FOUR policies of the DLA and got the amount on 22.10.2010 itself, where for this policy the Claim intimation is preferred on 11.10.2012, ie after more than TWO years from the date of death.

vii. During the hearing the complainant was given an opportunity to come out with truth about the time of death of the DLA. When the last treated Doctor has noted in Claim Form B that the DLA died "on the way to K.V.Hospital, Palani", his version of injection costing Rs.1500/- having been administered without any proof of payment or prescription, does not have any merit. Further there was no proof of prescription or payment of this cost of injection.

The Policy condition No.2 clearly states that if the premiums were not paid within the "Days of grace", the policy lapses. In this case, the Annual premium

due on 02.07.2010 was paid on 06.08.2010 which coincides the Date of Death of the DLA.

The Complaint is DISMISSED.

Complaint No. IO (CHN) / L 041/ 1415/ 0855

AWARD No: IO (CHN) / A / LI / 0083 / 2014-15

Name of the complainant: Smt. Uma Maheswari, Vs. SBI Life Insurance Co Ltd,

Nature of complaint: Non-payment of death claim proceeds against loan account no. 931366078. The complainant's husband, Sri. S. Nagaraj, was sanctioned a home loan of Rs. 24,15,072/- (including Rs. 1,65,072/- towards Single premium) on 08.11.2010 by State bank of Mysore (Master policy-holder) under Membership no. 931366708. He had applied for insurance coverage (by submitting Consent -cum- Authorization-cum- Good Health Declaration dated 29.10.2010) under SBI Life Dhanaraksha Plus-LPPT Group Insurance Scheme under Master policy no. 93000001708 for the home loan of Rs.22,50,000/-sanctioned against membership no. 931366708. The member's risk cover commenced on 08.11.2010. The life assured, Sri.S.Nagaraj, was issued Certificate of Insurance (COI) dated 08.11.2010 for a sum assured equal to the loan outstanding with the master policy-holder as per the original EMI schedule under the Group life Insurance scheme subject to the terms & conditions contained in the master policy document (term of coverage not mentioned) with a single premium of Rs. 1,65,072/- . The life assured died on 18.01.2014 within a period of 3 years 6 months 21 days from the date of commencement of the risk under the above COI. On 29.05.2014, the Insurer had repudiated the claim on the ground that the DLA was suffering from Liver disease prior to the date of enrollment of the policy, which was not mentioned in the Declaration of Good Health (DGH) dated 29.10.2010.

During the hearing, the Insurer's representative was asked how much loan was Outstanding as on the date of death i.e. on 18.01.2014 as per the COI. He has shown that amount mentioned in the Self contained Note dated 12.02.2015 (received by us on 25.02.2015) as Rs. 23,13,004/- On perusal of the documents submitted and the submissions made, it is observed that the Outstanding Loan as on the date of death of the Member is Rs. 23,13,004/- as per Annexure -1 (Table of Sum Assured Benefits), submitted alongwith SCN only.

Surprisingly, after the hearing is over and it is known to everybody that the amount in dispute is beyond the limit of the Forum, the Insurer sent a letter dated 12.03.2015 received by this Forum on 18.03.2015, quoting Rule 16(2) of RPG Rules 1998, stating that the amount of Compensation that an Insurance Ombudsman can entertain is limited to Rs. 20 lakhs. (Rupees Twenty Lakhs only).

7. The following points to be discussed at length:

a) In none of the communications sent to the Claimant, the amount of Outstanding Loan is mentioned.

In reply to the "Appeal" of the Claimant, the Insurer vide their letter dated 28.07.2014, had advised her to approach the Office of Insurance Ombudsman, Chennai, if their reply is not satisfactory. (That time the amount in dispute is not taken for consideration).

When the Notice was served vide this Forum's letter dated 03.02.2015, the Insurer had not raised any objections regarding the Financial limit of this Forum.

Even in the SCN dated 12.02.2015 (received by this Forum on 25.02.2015), the Insurer had not raised any query about the Financial limits of this Forum.

They had authorized one of their Official to attend the hearing on 11.03.2015 at Coimbatore. That time also the Financial limit eligibility was not raised.

It appear the Insurer, after having been woken-up from its deep slumber, tries to teach the Forum "What the Rules book says?". Any such misadventure in future will be viewed very seriously and consequences follow. The Insurer is advised to be careful in future. Without going further into the merits of the decision of the Insurer, as the compensation amount is beyond the Financial purview of Insurance Ombudsman as per Rules 16(2) of RPG Rules, 1998, the Complaint is DISMISSED with a direction to the complainant to approach any other Forum / Courts as she deem to be fit.

THE COMPLAINT IS DISMISSED.

Complaint No. CHN/L-029/1415 /0857

AWARD No: IO (CHN) /A /LI- 0085 /2014-15

Name of the complainant: Smt. K.Mangayarkarasi Vs. LIC of India, Chennai DO 1.

Nature of complaint: Repudiation of death claim

Policy No.	D.O.C.	Plan & Term	Sum Assured	Mode	Premium.
706416308	28.09.2012	179-16	100000/=	Hly	Rs.3107/-
706416309	28.09.2012	165-17	100000/=	Hly	Rs.2426/-
706416310	28.09.2012	91-18	55000/=	Hly	Rs.1679/-
706416311	28.09.2012	91-19	55000/=	Hly	Rs.1592/-
706416312	28.09.2012	75-20	100000/=	Hly	Rs.3452/-

First Unpaid Premium was 03/2013. The policies was completed under Medical Scheme. The above life assured died on 20.12.2012 due to AKI III

and Sepsis within a period of 2 Months 22 days from the Date of Commencement of the policies.

On perusal of the documents submitted and submissions made, it is observed as under :

❖ In the Claim Form B dtd 13.06.2013 issued by Dr Ramakrishnan, SRMC, Chennai it is stated that Renal Stone disease , HUN was first observed on 14.12.2012 i.e. after the date of commencement of the policy.

❖ The Death summary from Sri Ramachandra Medical Center dtd 20.12.2012 states in the past Medical history that the patient is a known case of renal stones disease. In the personal history it is stated as chronic alcoholic.

❖ The treatment records prior to the commencement of the policy are not available.

❖ There is no information about whether the Insurer has conducted any investigation in this case.

❖ This was a medical case and the Medical Examiner has found the DLA to be healthy on 30.09.2012.

❖ From the above records, non disclosure of pre-proposal Renal stones disease has not been clearly established, through Medical prescription or any other treatment records. However considering the nature of ailment, possibility of its existence with the knowledge of the DLA cannot be ruled out completely. The complainant has not produced any past health records to substantiate her stand.

❖ The copy of proposal form has not been sent to the LA alongwith the policy which is violation of PPI Regulations 2002.

❖ No explanation is called for from the Agent (who knows the DLA for the past 08 years as per Agent's Confidential Report), leave alone any action taken on him. Similarily no explanation is called from the Medical Examiner.

❖ The Insurer had offered an Exgratia amount of Rs.1 Lakh on all the 5 policies, which the complainant has accepted.

Hence, an EXGRATIA amount of Rs. 1,00,000 /- (Rupees One Lac only) in addition to the amount of Rs. 1 Lac which has already been settled under the Policies is awarded

Complaint No. CHN/L-033/1415 /0853

AWARD No: IO (CHN) /A /LI - 086 /2014-15

Name of the complainant: Smt. Viji Vinayagam Vs. PNB MetLife India Insurance Co.

Nature of complaint: Repudiation of death claim

The complainant's husband, Sri.R.Vinayagamurthy,(DLA) had taken a Met Group Life policy (a Group Insurance policy) bearing PNB Account number 2524000100201793 (Certificate No. M 11772) from PNB Met Life India Life Insurance Co. Ltd., with an Annual Premium of Rs.2593/- with the date of commencement 17.01.2006 for a Sum Assured of Rs. 2,00,000/-. The Insurer had renewed the Policy on 26.02.2007 debiting the premium amount of Rs. 3008/- from his S.B. Account and had issued fresh Certificate of Insurance (COI) numbering M54712 noting the Date of commence of Risk as 26.02.2007. The DLA died on 26.02.2007 due to Alcoholic Liver Disease/Hepatic encephalopathy.

The Insurer vide their letter dated 03.10.2007, had repudiated the claim stating that the DLA was suffering from Hepatic Encephalopathy and undergone treatment for the same prior to February 2007. These facts were not disclosed in the application form and had given false declaration. She had appealed to the Chairman, Claims Committee of the Insurer. The Insurer, in their reply vide letter dated 20.02.2014, had stated that they are unable to admit the liability as per waiting period clause of the Terms & conditions of the policy. The DLA had died within 45 days of commencement of the risk.

On perusal of the above documents and the submissions made, it is observed as under:

▪ The complainant's husband (Late) R.Vinayagamurthy, had taken a "Met Group Life" policy for the S.B Account holders of Punjab National Bank, Mint Branch, Chennai with PNB Met Life India Insurance Co. Ltd. with Annual Premium of Rs.2953/- for a risk coverage of Rs.2,00,000/- with the date of commencement of risk being 17.01.2006 bearing Policy No. 00000250 under Certificate of Insurance (COI) bearing No. M 11772. This amount was debited from his S.B.Account. The premium of Rs.3008/- for the subsequent year was debited by the Bank on 26.02.2007 from his S.B.A/c. However, a fresh COI bearing No. M54712 was issued by the Insurer treating it as a fresh emrollment.

The A/c Holder (Policy holder) had died on 26.02.2007 due to Alcoholic Liver Disease/ Hepatic encephalopathy.

The Insurer had repudiated the claim vide their letter dated 03.10.2007 stating that the DLA has given false information in the membership form

given for Insurance regarding his health and the treatment taken for Hepatic encephalopathy earlier.

▪ In reply to the "Appeal", the Insurer vide their letter dated 25.06.2014, had invoked the "lien clause of 45 days from the date of risk" and upheld the earlier repudiation decision.

▪ The Discharge summary of Govt. Stanley Hospital, Chennai states the DLA had taken treatment (under IP No. 55116) from 11.07.2002 to 26.02.2002 for hepatic encephalopathy and had history of heametemesis.

9. The following points emerge for our consideration.

- The Policy was taken on 17.01.2006 for a Sum Assured of Rs. 2,00,000/- debiting an Annual premium of Rs. 2953/- from the DLA's S.B.A/c No. 25240001000201793. COI No. M 11772.

- In the membership Form signed on 17.01.2006, the DLA had authorised Punjab National Bank (who are the Master Policy Holder) under Col. No.8, to debit the above account and pay the premium.

- The Master Policy holder has failed to debit the "Renewal premium" in advance as per Col. No.9 of the said form, but debited the amount of Rs. 3008/- on 26.02.2007 (i.e. on receipt of Death intimation from the nominee. Date of death being 26.02.2007). The Insurer had issued a fresh COI No. M54712 with Date of commencement as 26.02.2007.

- As per the copy of Passbook of the DLA, there was sufficient balance available in his S.B.A/c on 17.01.2007 i.e. on the due date of Renewal. The Master Policy holder has failed to do so even with the authorization on the renewal date, but debited a amount of Rs.3008/- from his S.B.A/c on 26.02.2007.

- Since this is a "Renewal" of existing COI, the lien clause is not applicable.

In the membership form, there was no provision or space available to make declaration of any diseases suffered/treated earlier. Only printed conditions are required to be confirmed by the declaration of the applicant. In the absence of any provision to record his diseases suffered/treated earlier, the applicant cannot be questioned for non declaration.

I hereby direct the Insurer to pay the complainant a sum of Rs.2,00,000/- (Rupees TWO LAKHS only) in full and final settlement of the claim.

THE COMPLAINT IS ALLOWED.

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Complaint No. CHN/L-029/1415 /0854

AWARD No: IO (CHN) /A /LI- 0087 /2014-15

**Name of the complainant: Smt. K. Neutrose Sylajaya Vs. LIC of India,
Tirunelveli**

Nature of complaint: Repudiation of death claim

Policy No.	D.O.C.	Plan & Term	Sum Assured	Mode	Premium.
322061869	28.03.2011	165-10	100000	Mly	399.67/-

First Unpaid Premium was 08/2013. The policy was completed under Non Medical Scheme. The above life assured died on 22.08.2013 due to Heart Attack within a period of 02 years 04 months 24 days from the Date of Commencement of the policy.

The Insurer has repudiated the claim on 08.04.2014 on the grounds that the life assured had been suffering from Diabetes Mellitus, Bronchial Asthma and Left Ureteric calculus and he had undergone Left URS + Lithoclast + DJ stenting on 16.03.2009 which is prior to the proposal and had made deliberate mis-statements and withheld material information from them regarding his illness at the time of effecting the insurance.

On perusal of the documents submitted and submissions made, it is observed as under:-

❖ **In the Discharge summary of Jeyasekharan Hospital & Nursing Home dtd 21.02.2014 given by Dr. Inigo Mettilda Roy, Regn No 47545 for the admission period 14.03.2009 to 17.03.2009 the diagnosis was DM, Bronchial Asthma for the admission period 14.03.2009 to 17.03.2009 the diagnosis was DM, Bronchial Asthma, Left Ureteric Calculus, Left URS + Lithoclast + DJ Stenting done on 16.03.2009.**

❖ **In the Discharge summary of Jeyasekharan Hospital & Nursing Home dtd 21.02.2014 given by Dr. Inigo Mettilda Roy, Regn No 47545 for the admission period 13.12.2009 to 14.12.2009 the diagnosis was DM, Bronchial Asthma, fever with Enteritis.**

❖ **The OP Visit dates for follow up (DM) are given by the Jeyasekharan Hospital & Nursing Home dtd 21.02.2014 given by Dr. Inigo Mettilda Roy, Regn No 47545 for the period 15.01.2009 till death wherein as follows :**

Date	BP /Sugar readings
15.01.2009	Blood Sugar - 272mg/dl
24.01.2009	Blood Sugar - 159mg/dl
28.02.2009	Blood Sugar - 264mg/dl
11.04.2009	Blood Sugar - 103mg/dl
23.07.2009	Blood Sugar - 159mg/dl
26.08.2009	Blood Sugar - 254mg/dl
24.09.2010	Blood Sugar - 221mg/dl

From the above it is evident that the DLA was taking treatment for DM prior to effecting insurance.

❖ In the Claim Form B dated 25.11.2013 issued by Dr. Inigo Mettilda Roy, Nagerkoil, the answers were given as follows:

Q.No. 5 (e) When were they first observed by the deceased → 14.03.2009

(f) What was the date on which you were first consulted during the illness → 14.03.2009

(g) Did you cattend him during the whole of its course ? if not, state during what period → 14.03.09 – 17.3.09
13.12.09 – 14.12.09
(outpatient treatment till 27.3.2013)

❖ In the Claim Form E dtd 04.01.2014 given by Assistant Manager (Wages), TNSTC Madurai Ltd, Nagerkoil Region it is mentioned that Total ML availed 66 days for the period from 28.3.2008 to 28.3.2011.

From the above records, non disclosure of pre-proposal illness of Diabetes, Bronchial Asthma and the treatment undergone on 16.03.2009 has been established.

❖ The claimant had admitted that the DLA had undergone an operation for removal of kidney stones in 2009.

❖ The copy of proposal form has not been sent to the LA alongwith the policy which is violation of PPI Regulations 2002.

Hence, an EXGRATIA amount of Rs. 10,000 /- under the Policy is awarded.

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Complaint No. IO (CHN) / L 021/ 1415/ 0875

AWARD No: IO (CHN) / A / LI / 088 / 2014-15

Name of the Complainant: Smt. N.Shanthi Vs. ICICI Prudential Life Ins. Co. Ltd.

Nature of complaint: Repudiation of Death Claim

The complainant's husband, Sri. Venkatachalapathy (DLA), had taken a Housing Loan of Rs. 15,46,352/- from Dewan Housing Finance Corporation Ltd. They had tie-up with ICICI Prudential Life Insurance Co. Ltd., as Master Policy Holders and offered Insurance cover to the DLA. The DLA had taken an ICICI Home Assure Policy for Rs.15,46,352/- with ICICI Prudential Life Insurance Co. Ltd.. under Single premium Mode of payment. The premium being Rs. 85761/- for a period of 12 years bearing Policy No. 16794030. The Date of Commencement of Risk under this Policy is 30.06.2012. The DLA died on 08.08.2013 within a period of 01 year 01 month 09 month from the Date of Commencement of Risk. In their rejection letter dated 07.03.2014, the Insurer had noted that the DLA was suffering from Inferior Wall Myocardial Infarct with Diabetes Mellitus with Systemic Hypertension and was taking treatment prior to the enrollment under the policy scheme. On perusal of the documents submitted and the submissions made, it is observed as follows

- i. As per the Discharge Summary of Narayana Hrudayalaya Hospitals, Bangalore - D.O.A.: 03.04.2010. D.O.D.: 07.04.2010. It is noted in Diagnosis as "Acute IWMI (Not Thrombolysed due to late presentation), Diabetes Mellitus, Systemic Hypertension. In previous history, it is recorded as "known case of diabetes mellitus, hypertension, smoking +".
- c) In the Patient Record sheet dated dated 02.02.2011 of Vijaya Hospital – Vijaya Heart Foundation, Chennai, it is recorded in presenting symptoms &

duration as Pt. with history of DM & HTN on Regular treatment. K/c/o IMD-IWMI (June 2010). In the Past History, it is noted as H/o DM(20 yrs), H/o HTN (3 years). Has come for further management.

Hence, suppression of material facts of pre-proposal/enrollment illness on the part of the DLA is clearly established.

The Insurer's had already offered an amount of Rs. 96,352/- as "Ex-gratia" Payment, which the complainant has not accepted.

Hence the Complaint is DISMISSED.

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Complaint No. CHN/L-029/1415 /0919

AWARD No: IO (CHN) /A /LI- 0089 /2014-15

Name of the complainant: Smt. S.Kamala Vs. LIC of India, Chennai DO 1.

Nature of complaint: Repudiation of death claim

Policy No.	D.O.C.	Plan & Term	Sum Assured	Mode	Premium.
705179862	04.05.2010	149.16	15,00,000	Yly	1,62,334/-

First Unpaid Premium was 05/2013. The policy was completed under Medical Scheme with Cl. VI Extra. The above life assured died on 11.07.2012 due to Heart Attack within a period of 02 years 02 Months 07 days from the Date of Commencement of the policy.

The Insurer has repudiated the claims on 16.12.2013 on the grounds that the life assured was a known case of Diabetes Mellitus and had consulted doctor for treatment of lower respiratory tract infection, systemic hypertension and high cholesterol. He had made deliberate mis- statements and withheld material information from them regarding his health at the time of effecting the insurance. On perusal of the documents submitted and submissions made, it is observed as under:-In the Diagnostic Services, Chennai Report dated 25.03.2010, under BIOCHEMISTRY , it is recorded as follows:

Test	Result	Reference Value
<u>BLOOD SUGAR (F)</u> Method: Hexokinase/Plasma	115 mgs/dl	70-110
<u>BLOOD SUGAR (PP)</u> Method: Hexokinase/Plasma	220 mgs/dl	70-140 s/dl

In the certificate dated 12.08.2013 issued by Dr. E. Surender, MRC Diabetic & Cardiac Care Centre, MRC Nagar, Chennai-28, it is recorded as follows: " This is to certify that I treated Mr.N.Sukumar on one occasion on 18.09.2010 for a lower respiratory tract infection. He was on treatment for Diabetes Mellitus Ty 2, SHT and high cholesterol at that time".

- ❖ There is no information about whether the Insurer has conducted any investigation in this case.
- ❖ This was a medical case and the Medical Examiner has found the DLA to be healthy on 20.04.2010, noting SHT with details of medicines taken.
- ❖ From the above records, non disclosure of pre-proposal illness of DM in the proposal form has been established.
- ❖ The Insurer at the time of accepting the proposal with Cl. VI extra, had already noticed from the Special Reports(Rest ECG, SBT 13, RUA & Hb%) that the proponent is a known case of HT, HDL -30 mg. S.Triglycerides - 262 mg. But no clarification has been obtained for not recording the DM in the proposal form.
- ❖ The copy of proposal form has not been sent to the LA alongwith the policy which is violation of PPI Regulations 2002.
- ❖ No explanation is called for from the Agent (who knows the DLA for the past 03 months as per Agent's Confidential Report), leave alone any action taken on him. Similarly no explanation is called from the Medical Examiner.
- ❖ The Insurer's Zonal Claims Review Committee had already offered an exgratia amount of Rs. Five lacs, which the complainant has not accepted and approached next higher level for further relief.

Hence, an EXGRATIA amount of Rs. 5,00,000 /- (Rupees Five Lac only) under the Policy is awarded to be paid.

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Complaint No. CHN/L-029/1415 /0910

AWARD No: IO (CHN) /A /LI- 0090/2014-15

Name of the complainant: Smt. C.Prema Vs. LIC of India, Chennai DO 1

Nature of complaint: Repudiation of death claim

Policy No.	D.O.C.	Plan & Term	Sum Assured	Mode	Premium.
705400750	12.02.2011	802-10	440000	Hly	20000/-

First Unpaid Premium was 08/2013. The policy was completed under Medical Scheme with Cl. II Extra. The above life assured died on 19.08.2013 due to Bronchitis within a period of 02 years 06 Months 07 days from the Date of Commencement of the policies.

The Insurer has repudiated the claims on 05.05.2014 on the grounds that the deceased life assured (DLA) was having Diabetes Mellitus, Systemic Hyper Tension and had difficulty in walking for the past 2 years and was a case of MND diagnosed two years back which was prior to proposal, which was not

given in the proposal for assurance. He had made deliberate mis- statements and withheld material information from them regarding his health at the time of effecting the insurance. The Insurer had offered BID-VALUE under the policy On perusal of the documents submitted and submissions made, it is observed as under:-

❖ In the Discharge Summary of 07.07.2012 issued by Mercury Hospital Pvt. Ltd., Chennai, (D.O.A.: 03.07.2012. D.O.D.: 07.07.2012), it is recorded under Final Diagnosis as "Type 2 DM/SHT/Paraparesis for evaluation. In the History of present illness as " A 61 years old male patient admitted with complaints of difficulty in walking for past 2 years. Now admitted for nerve and muscle biopsy."

Under Past History, it is noted as "Type 2 Diabetes mellitus/SHT" – No duration noted.

❖ In the Discharge Summary of 19.08.2013 issued by Mercury Hospital Pvt. Ltd., Chennai, (D.O.A.: 17.08.2013. D.O.D.: 19.08.2013), it is recorded under Final Diagnosis as "ALS with Septic Shock / Urinary Tract Infection/ SHT/Diabetes Mellitus. In the History of present illness as A 62 years old case of MND diagnosed TWO years back, taken course of IVIG 2 months back....."

Under Past History, it is noted as "Type 2 Diabetes mellitus/SHT" – No duration noted.

From the above records, non disclosure of pre-proposal illness of DM in the proposal form has been established. However, the following points need to be taken into account:

❖ There is no information about whether the Insurer has conducted any investigation .

❖ This was a medical case and the Medical Examiner has found the DLA to be healthy on 28.09.2010, without any adverse features except wearing Glasses.

❖ The Insurer at the time of accepting the proposal has charged Cl. II Health extra.

❖ There was not signature of Medical Examiner in the Proposal Form.

❖ The Insurer had obtained an "Affidavit" on 07.12.2013, which was attested by a "NOTARY",in lieu of Claim Form B & B1 (Medical attendant's Report), which was executed by the "Nominee herself" as "disinterested person for the claim"

The copy of proposal form has not been sent to the LA alongwith the policy which is violation of PPI Regulations 2002.

No explanation is called for from the Agent (who knows the DLA for the past 01 year per Agent's Confidential Report), leave alone any action taken on him. Similarly no explanation is called from the Medical Examiner, as to how he has not noticed MND of the proponent at the time of Medical Examination. Hence, an EXGRATIA amount of Rs. 50,000 /- (Rupees Fifty thousand only) in

addition to the BID-VALUE already eligible and offered under the Policy is awarded to be paid.

Complaint No. IO (CHN) / L 029/ 1415/ 0934

AWARD No: IO (CHN) / A / LI / 0091 / 2014-15

Name of the Complainant: Smt P. Mareeswari Vs. L.I.C of India, Chennai-II

Nature of complaint: Repudiation of Death Claim

Policy No.	D.O.C.	Plan/Term	Sum Assured	Mode	Premium
719984848	18.10.2012	14-15	200000	Yly	15873/=

First Unpaid premium was 10/2013. The Life Assured died on 29.03.2013 due to Coma right side stroke within a period of 05 months 11 days from the Date of commencement of policy.

In their repudiation letter dated 29.03.2014, the Insurer had noted that the LA withheld material information regarding his health and the same was not disclosed in the proposal form.

On perusal of the documents submitted and the submissions made, it is observed as follows:-

- ii. As per the Master Health Check up report dated 12.07.2010 given by Govt KMC Hospital, the DLA was a diabetic for 8 years. His Glucose fasting readings were 173 mg/dl on that day.
- iii. The Claim form B dtd 24.05.2013 given by Dr. M.A.Samshath Begum of Govt Peripheral Hospital, Annanagar, Chennai states that he was suffering from Diabetes Mellitus for the past 1 year. This history was reported by the patient himself.
- iv. The complainant herself admitted that her husband was a Diabetic for the past one year before his death.
- v. From the reports submitted by the Insurer, it is clear that the DLA is a known case of Diabetes Mellitus prior to the date of proposal , which was not given in the proposal form submitted at the time of taking the Insurance Policy. The Complaint is DISMISSED.

Complaint No. IO (CHN) / L 029/ 1415/ 0899

AWARD No: IO (CHN) / A / LI / 0093 / 2014-15

Name of the complainant: Smt.R.Saraswathi Vs. L.I.C. of India, Tirunelveli

Nature of complaint: Repudiation of Death Claim

Policy No.	D.O.C.	Plan/Term	Sum Assured	Mode	Premium
324032551	15.03.2012	808-10	150000	Single	30540/-
323356798	03.08.2011	14-10	100000	Yly	10738/-

The First Unpaid Premium under the second policy was 08/2013. The Life assured died on 26.06.2013 due to Accident.

In their repudiation letter dated 17.07.2014, the Insurer had noted that the DLA had grossly understated his Age by 11 years, wherein the First Policy could not have been given in view of his being more than 50 years and so far as the Second policy is concerned, alongwith under statement of age, the DLA has not given the details of his previous two policies that he was possessing, whereby he was not eligible to be considered under Non Medical Scheme. However, the Insurer had offered refund of 80% Single premium paid under the First Policy.

On perusal of the documents submitted and the submissions made, it is observed as follows

- vi. As per the "Course Certificate" No. 3835 dated 17.09.2013 issued by the Head Master, Govt. Higher Secondary School, Monikettipottal – 629501, it is observed the DLA was studying the XI Std., (S.S.LC) in the Academic Year 1977-1978. His Date of Birth according School records is 30.05.1961.
- vii. In the Proposal under Policy No. 324032551, the D.O.B. is noted as 01.07.1972 and age as 39 years. Date of proposal: 14.03.2012.
- viii. In the Proposal under Policy No. 323356798, the D.O.B. is noted as 01.01.1973 and age as 39 years. Date of proposal: 01.08.2011.
- ix. As regards Pol. No. 324032551, the Age near birthday works out to 51 years, but for that Plan the Maximum Age at entry is restricted to 50 years only. Hence this proposal is ineligible for completion under this Plan.
- x. As regards Pol. No. 323356798, apart from suppression of age by 11 years, non recording of previous two policies made the DLA ineligible for completion

under Non-Medical scheme. This is a clear suppression of material facts. Thus depriving the Insurer for a fair assessment of risk.

- xi. The DLA has given a false "Age declaration" at the time of proposal for both the policies that his birth is not registered, horoscope not maintained. etc..
- xii. The Insurer had offered refund of 80% of Single premium under Pol. No. 324032551.

The Complaint is DISMISSED.

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DELHI OMBUDSMAN CENTRE

Case No.LI/Met/693/12
In the matter of Smt. Beena Juneja
PNB Met Life Insurance Company Ltd.

DATE: 28.01.2015

1. The complainant submits that the Insurance Company had not paid death claim under the policy. The policy was purchased on 26/5/2012 through PNB branch Model Town Delhi by Late Sh. Jagat Singh Juneja. He was 59 yrs old and took early retirement in March 2010 as Asstt. Commissioner customs and Excise Deptt. The agent Mrs. Khushboo Jain persuaded him to buy the Met Life policy. The death claim was not paid citing various reasons of previous health ailments. He was admitted in Hospital on 03/08/2012 with mild fever and jaundice. He got infection of Sepsis in the hospital itself. He was shifted to another hospital but unfortunately he could not recover and died on 22/08/2012. The Insurance Company repudiated the death claim on the basis of previous ailments which were not disclosed while proposing the policy. Insurance Company refunded Rs. 97460.90 as premium paid. She approached against the rejection of claim as invalid on the basis of that there is no misrepresentation and concealment of facts at the time of proposal. The fact given by Insurance Company regarding TB at the age of 24 yrs is denied as there was no such thing. She approached this forum for redressal of her grievance and requested for claim payment of Rs. 500000.00.
2. Insurance company reiterated its submissions dated 10/04/2013. The policy was issued on the basis of proposal forms and the policy

was issued on time. After receipt of the Death Claim the matter was investigated and found that the insured was a known case of hypertension and was under treatment since 10 years. The insured was treated for abdominal TB 36 years back. The claim arose within 6 months of issuance of policy. The material fact was not revealed at the time of proposal. Hence the claim was not payable. The Insurance Company requested to dismiss the complaint.

3. I heard both the sides, the complainant as well as the Insurance Company. I find that the repudiation of death claim on the basis of previous health history and TB was not supported by documentary proof. The patient was admitted in hospital for mild fever and jaundice not for hypertension and the immediate cause of death was refractory shock, sepsis, ileus, Cholestatic Jaundice.. The claim was repudiated on the basis of non disclosure of pre existing disease of Hypertension. The observations of the Hon'ble State Commission of Delhi in case of Oriental Insurance V/s. Madhusudan Sharma, I (CPJ) 494 are applicable to the facts of this case. The Hon'ble State Commission has observed as under-

"We have taken a view in large number of cases that disease like hypertension, diabetes, etc. are so common and are always controllable and unless and until patient has undergone long treatment including hypertension and remain in hospital for days and undergoes operation etc. in the near proximity of taking the policy cannot be accused of concealment of material fact".

In the light of the above it is clear that the patient was treated for fever, jaundice and sepsis which are not related to hypertension. The plea of pre existing disease is not applicable. Accordingly an award is passed with the direction to the Insurance Company to settle the claim of the complainant.

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Case No.LI/ ICICI Pru./642/13.
In the matter of Sh. Arun Singh.
ICICI Prudential Life Ins. Company Ltd.

DATE: 17.02.2015.

- 1. The complainant had alleged that he fell ill, was diagnosed with fever and hospitalized in Sant Hospital, Sant Nagar, Delhi from 7/5/2013 to 12/5/2013. He had submitted all the original bills but the Insurance Company had rejected his claim in last week of October 2013. He approached the Insurance Company and now approached this forum for the payment of his claim.**

 - 2. The Insurance Company reiterated its written submissions dated 2/1/2015. The Company received the hospitalization claim on 17/5/2013 for high grade fever. The company has evaluated the claim on the basis of documents and during the course of investigation it was disclosed that the hospital records are fabricated and not genuine. On investigating it was revealed that he was not hospitalized for the period of 7/5/2013 to 12/5/2013. The Insurance Company had sufficient reason to believe that there has been a deliberate attempt to defraud the Insurance Company and induce them to pay the claim. Hence, the company proposed to cancel the policy as null and void. The company issued show cause notice to claimant as to why the company should not void the claim subject policy. The Company also informed that they had settled prior 2 hospitalization claims under the subject policy.**

 - 3. I heard both the sides, the complainant as well as the Insurance Company. During the course of hearing, the complainant reiterated that he had responded in Nov'13 regarding fake claim. The Company stated that the complainant could not show the original discharge summary from hospital. Therefore, I direct the complainant to approach the hospital and produce the documents to counter the allegation of submission of fake document. On submission of original documents the Insurance Company to reimburse the amount as admissible. The complainant has submitted a letter from Hospital regarding the discharge document which was also submitted to the Insurance Company. Accordingly an Award is passed with the direction to the Insurance Company to make the payment to the complainant as admissible.**
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Case No.LI/Kotak/431/13.
In the matter of Sh. Krishan Kumar.
Kotak Mahindra Old Mutual Life Insurance Company Ltd.
DATE: 16.02.2015

1. The complainant alleged that Insurance Company had denied the death claim under the above mentioned policy. He approached the Insurance Company and IRDA regarding the non-payment of death claim. Now, approached this forum for the resolution of his grievance.
2. The Insurance company replied vide its letter dated 13/11/2014. The Insurance Company has repudiated the claim, and informed the complainant vide their letter dated 6/2/2013. The claim was rejected on the basis of a principal of uberrima fides. The life assured had concealed her past medical history. She was suffering from Metastatic Carcinoma of the breast since 2003 and had undergone surgery and chemotherapy for the same prior to the date of proposal and the commencement of Risk. If she had disclosed her past history the policy would not been issued on her life. The complainant has informed the Insurance Company regarding her death that is within 1 year of issuance of policy due to cancer. It was requested that the case was devoid of any merit and may be dismissed.
3. I heard both the sides, the complainant as well as the Insurance Company. During the course of hearing, the complainant had accepted that his wife had not disclosed the illness before taking the policy. I find that the life assured had concealed past medical history of Metastatic Carcinoma. Therefore Company had rightly repudiated the claim on the ground of non-disclosure of pre-existing disease. I find no reason to interfere with the decision of the Insurance Company. Accordingly the complaint filed by the complainant is hereby dismissed.

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Case No.LI/ ICICI Pru/ 150/13.
In the matter of Dr. Nirmal Singh.
ICICI Prudential Life Ins. Company Ltd.

DATE: 09.02.2015

- 1. The complainant alleged that Insurance Company had wrongly repudiated the death claim under above mentioned policy on flimsy grounds. The Insurance Company repudiated the claim on the basis of treatment for alcohol liver disease, portal HTN, Ascites with SBP on November 2010 which were not disclosed in enrollment from 25/6/2012. The complainant submitted that the cause of death was a massive Heart attack had no link with disease mentioned above. He had approached various channels for resolution of his grievance. He challenged the decision of repudiation by Insurance Company. He also submitted judgments of consumer court where Insurance Company was directed to honor the claim. Now, he approached this forum for redressal of his grievance in the form of Payment of Sum Assured with 12% interest from the date of repudiation, Rs. 1 lac as compensation for mental agony and Rs. 30,000/- as cost of litigation.**

- 2. Insurance company reiterated its submissions dated 6/11/2013. They submitted that the policies were issued on the basis of signed proposal form. The policy bonds were dispatched on time and no request for freelook cancellation was received. They drew attention on the replies given by the life assured while availing policy. Therein he had mentioned 'NO' in the health and personal habit etc. On receipt of death claim intimation the claim investigation revealed the adverse health history. The claim is not payable on the basis of adverse personal history. It was disclosed during the course that life assured was suffering Chronic Liver Disease (alcoholic related) with portal hypertension with ascites with spontaneous bacterial peritonitis. He was chronic alcoholic since 18-20 years of age and had history of Alcoholic Liver Disease since 2 years. . Further, he died within 1 month/7 months of the policy issuance. He had a Heart Attack. The repudiation of death claim was communicated to the complainant on 01.2.2013. On the basis of previous treatment record Insurance Company rejected the claim and request for dismiss the complaint on the basis of non -disclosure of material facts.**

- 3. I heard both the sides, the complainant as well as the Insurance Company. I find that the claim was rejected by the Company on the**

ground of non-disclosure of pre-existing health conditions and suppression of material facts. Therefore, as per the terms and condition of the policy the claim was rightly rejected by the Insurance Company. I find no reason to interfere with the decision of the Insurance Company. Accordingly the complaint filed by the complainant is hereby dismissed.

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Case No.LI/ ICICI Pru/ 92/13.
In the matter of Smt. Harjinder Kaur.
ICICI Prudential Life Ins. Company Ltd.

DATE: 10.02.2015.

- 1. The complainant had alleged that Insurance Company has not paid death claim under above mentioned policy. The deceased Late Sh. Karam Singh expired on 5/5/2011. The Insurance Company had repudiated the death claim on false ground.**
- 2. The Insurance Company reiterated its written submissions dated 17/6/2013 that the life assured had not disclosed medical adversities at the time of availing the policy. On receipt of death claim intimation, the claim investigation revealed adverse health history. The claim was not payable on the basis of non-disclosure of adverse personal history. It was disclosed during the course of investigation that life assured was suffering heart problem, Diabetics Mellitus, Coronary Artery Disease and Chronic renal failure. Further, he died within 4 months of the policy issuance.. The Insurance Company had settled death claim under another policy no 6981829 which was issued on 11/2/2008 for the sum assured of Rs. 2,50,000/-. On the basis of previous treatment record Insurance Company rejected the claim and requested to dismiss the complaint on the basis of non -disclosure of material facts at the time of proposal.**
- 3. I heard both the sides, the complainant as well as the Insurance Company. During the course of hearing, the Insurance Company stated that they had already settled the claim of Rs. 2, 50,000/- under old policy of which complainant was not aware. With regard to policy at hand I find that Company rightly rejected the claim for non-disclosure of the pre-existing diseases. Therefore, I see no reason to interfere with the decision of the Insurance Company. I also direct the Insurance Company to provide the details of payment of Rs. 2,50,000/- to the complainant under old policy No-**

6981829. Accordingly the complaint filed by the complainant is hereby dismissed.

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Case No.LI/PNB Met/311/13.
In the matter of Smt. Kamlesh .
PNB Met Life Insurance Company Limited.

DATE: 16.02.2015

1. The complainant had alleged that her husband was having the policy of PNB Met Life. He died on 10.3.2013. She was nominee in the policy and approached the Insurance Company for death claim. She got a cheque of Rs. 23221.78 along with a letter regarding her husband was suffering from some serious illness and rejected the claim. She stated that the allegation of the Company was false and baseless. She approached this forum for payment of full sum assured under policy.
2. The Insurance Company reiterated its written submissions dated 16/12/2014, that the policy was issued on the basis of proposal forms and the policy was issued on time. The same was despatched vide Blue Dart Courier and the same was delivered to him. The complainant had not raised any objection in the policy during the Free look period. The claim was raised on 28/3/2013. During investigation of the claim it was revealed that DLI was a known case of Alcoholic Disease since 9/2012 and also noted that he had Generalized Tonic clonic seizure 10 years ago. However in the application form dated 10/10/2012, answered as "NO" by DLI. However being a customer centric organization they had paid Rs. 23221.78 as a full and final settlement of claim. Hence, it was requested that the case was devoid of any merit and may be dismissed.
3. I heard both the sides, the complainant as well as the Insurance Company. I find that the claim was rejected on the ground of non-disclosure of pre-existing health conditions therefore, as per the terms and condition of the policy the claim was rightly rejected by the company. I see no reason to interfere with the decision of the Insurance Company .Accordingly the complaint filed by the complainant is hereby dismissed.

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Case No.LI/LIC/267/13

In the matter of Smt. Durga Devi
Life Insurance Corporation of India.

DATE: 03.03.2015

- 1 The complainant alleged regarding non- payment of death claim on the life of her husband Late Sh. Sangam Lal Mishra under policy no.122063990 by Life Insurance Company of India.**
- 2 The Insurance Company reiterated the written submission dated 12/12/2014 and informed that date of commencement of policy is 28.08.2002 and the date of death is 04.02.2004. The claim is an early claim as the policy has run for only 1 year and 5 months. The death claim was received by the company on 19.04.2010, i.e. 6 years after the date of death so it is a Time Barred Claim. Since no claim has been lodged by the complainant with the corporation by submitting necessary proof of death of the L.A. and other requirements within 3 years from the reported date of death of L.A, the claim is barred by Law of Limitation.**
- 3 I heard both the sides, the complainant as well as the Insurance Company. I find that although the claim is barred by Law of Limitation of 3 years, but the Insurance Company had not informed the claimant about the same. They were still seeking details from the claimant regarding the treatment papers of her deceased husband. If the claim was time barred, there was no further need to seek the details regarding treatment papers. The Insurance Company in doing so inadvertently kept the case alive. The Insurance Company is therefore, advised to refund the premium paid under the policy no 122063990 to the claimant as an ex-gratia payment. Accordingly an award is passed with the direction to the Insurance Company to refund the premiums paid under policy no. 122063990 to the complainant.**

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Case No.LI/LIC/475/13
In the matter of Sh. Balbir Singh Mittal
Life Insurance Corporation of India

DATE: 17.02.2015

- 1. The complainant alleged non-payment of the death claim on the life of Smt Archana Mittal, daughter of the complainant under policy nos. 116186651 & 116186652 for S.A. of Rs 1.25 lakh each. During the course of hearing the complainant denied that his daughter suffered from urogenital T.B. or that she had underwent Nephrouterectomy.**
- 2. The Insurance Company reiterated the written submissions letter dated 22/11/2014. The Company stated that the claim was repudiated on 30/04/2012 due to non disclosure of material facts. The date of commencement (DOC) of the policy was 17/3/2010 and Deceased Life Assured (DLA) died on 11/7/2011 due to cardiac, respiratory arrest, urogenital TB and had a history of left Nephrouterectomy since 2008. The medical papers submitted by the Insurance Company from AIIMS, corroborate the history of Nephrouterectomy on 13.02.2008 which is prior to DOC. The decision of repudiation was also upheld by ZO CDRC and COCDRC committee. The value of units held in the policy holders A/c was paid on 16/4/2012 for Rs.42,184/- under each policy vide cheque nos 835870 and 835872 which was encashed on 2/5/2012.**
- 3. I heard both the sides, the complainant as well as the Insurance Company. The claim was repudiated by the Insurance Company due to the concealment of material facts regarding previous illness of the Deceased Life Assured (DLA). I find from the medical records of AIIMS that she was suffering from urogenital TB and underwent left Nephrouterectomy on 13.02.2008. She had taken the above policy on 17.03.2010 without disclosing the above facts. I see no reason to interfere with the decision of the Insurance Company. Accordingly the complaint filed by the complainant is hereby dismissed.**

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Case No.LI/Reliance/688/13
In the matter of Smt. Beena Devi
Reliance Life Insurance Company Ltd.

DATE: 04.02.2015

- 1. The complainant alleged regarding non-payment of the death claim on the life of Sh. Ravinder Kumar Ved, complainant's husband under policy no.125328711. She further stated that her husband education was only upto 8th standard and he had given all information about his illness to Sh. Mulaka Raj Sharma, LIC agent before taking the policy but the agent had concealed the facts and information only to earn commission on the policy.**

- 2. The Insurance Company re-iterated the written submissions dated 17.01.2015. The claim was repudiated vide letter dated 25.07.2012 due to concealment of material fact regarding previous illness. Deceased Life Assured (DLA) was suffering from Hypertension, CAD post PTCA to LAD from year 2006, before he proposed for above policy for which he consulted doctors and taken treatment from hospital. He was admitted in Hospital from 12/5/2009 to 14/5/2009. He did not however disclose these facts in his proposal form though he had personal knowledge of the same. The company further informed that Date of Commencement (DOC) of policy is 26/2/2011, and policy holder died due to Heart Attack on 28/4/2011 after 2 months from DOC.**

- 3. I heard both the sides, the complainant as well as the Insurance Company. The complainant could not prove that DLA had already given all information regarding his previous illness to the agent. The claim was repudiated by the Insurance Company due to the concealment of material fact regarding previous illness by the Deceased Life Assured (DLA). I find from the records of Kailash Health Care Ltd. he was suffering from Hypertension, CAD post PTCA to LAD since 2006, before he proposed for above policy. He consulted doctors and taken treatment from Kailash Health Care hospital for Coronary Angiography on 13.05.2009 prior to DOC i.e. 26.02.2011. I see no reason to interfere with the decision of the Insurance Company. Accordingly the complaint filed by the complainant is hereby dismissed.**

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Case No.LI/LIC/531/13
In the matter of Sh. Balbir Singh Mittal
Life Insurance Corporation of India

DATE: 17.02.2015

- 1. The complainant alleged non-payment of the death claim on the life of Smt Archana Mittal, daughter of the complainant under policy nos. 124815608, 124815195. During the course of hearing the complainant denied that his daughter suffered from urogenital T.B. or that she had underwent Nephrouterectomy.**

- 2. The Insurance Company reiterated the written submissions letter dated 20/01/2015. The Company stated that the claim was repudiated on 17/03/2012 due to non disclosure of material facts. The date of commencement (DOC) of the policy was 16/3/2010 and Deceased Life Assured (DLA) died on 11/7/2011 due to Urogenital TB and had a history of left Nephrouterectomy since 2008. The medical papers submitted by the Insurance Company from AIIMS, corroborate the history of Nephrouterectomy on 13.02.2008 which is prior to DOC. The decision of repudiation was also upheld by ZO CDRC. The value of units held in the policy holders A/c was paid for the policy no. 124815608 for Rs. 40,379/- through Cheque No. 0819589 on 31/3/2012 and Rs. 40,379/- for the policy No. 124815195 through cheque No. 0819565 on 28/03/2013.**

- 3. I heard both the sides, the complainant as well as the Insurance Company. The claim was repudiated by the Insurance Company due to the concealment of material facts regarding previous illness of the Deceased Life Assured (DLA). I find from the medical records of AIIMS that she was suffering from urogenital TB and underwent left Nephrouterectomy on 13.02.2008. She had taken the above policy on 17.03.2010 without disclosing the above facts. I see no reason to interfere with the decision of the Insurance Company. Accordingly the complaint filed by the complainant is hereby dismissed.**

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Case No.LI/LIC/74/13
In the matter of Smt. Geeta
Life Insurance Corporation of India

DATE: 03.03.2015

- 1. The complainant alleged non-payment of the death claim on the life of Late Sh Rakesh, husband of the complainant under policy no. 116236993**

- 2. The Insurance Company vide letter dated 15.11.2014. had informed that the life assured died on 30/04/2011 within 7 months of taking policy. During investigation it was reported that deceased LA was suffering from T.B for last 2-3 years and procured X-Ray dated 04.06.209 which revealed that Deceased Life Assured (DLA) was suffering from pulmonary T.B. in Lungs. The date of commencement (DOC) of the policy was 01.09.2010. The DLA was suffering from TB since June 2009 before he proposed for the policy. The matter was reviewed by ZOCRC and decision of repudiation of death was upheld by them also.**

- 3. I heard both the sides, the complainant as well as the Insurance Company. During the course of hearing the complainant stated that she was not aware that her husband was suffering from T.B. though she agreed that her husband had been ill and was taking some medicine. The Insurance Company stated that the claim was repudiated on 16.04.2012 due to the concealment of material facts regarding previous illness of the DLA. As per DMR opinion, X-Ray dated 04.06.2009 reveals pulmonary Tuberculosis in the lungs which goes to show that the complainant had not disclosed the fact to the Insurance Company while taking the policy on 01.09.2010. I see no reason to interfere with the decision of the Insurance Company. Accordingly the complaint filed by the complainant is hereby dismissed.**

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Case No.LI/LIC/502/13
In the matter of Sh. Vinod Ghai
Life Insurance Corporation Company Limited

DATE: 12.02.2015

1. The Insurance Company vide letter dated 20/01/2015, had informed that the death claim of Rs. 2,03,166/- was paid to the claimant through NEFT on 09/09/2013 as per terms & conditions of the policy. The Company further informed that the complainant had also approached District Consumer Dispute Redressal Forum, New Delhi, for the same complaint under the case no. CC/837/13. Therefore, in view of Rule 13(3) C, the complaint does not lie with this forum. Therefore, the complaint is dismissed as untenable.
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Case No.LI/SUDL/227/13
In the matter of Ms. Usha Anand
Star Union Daichi Life Insurance Company Ltd.

DATE: 12.02.2015

1. The complainant alleged non-payment of full death claim payment of the policy of Late Mr. Harish Anand. The Insurance Company paid only fund value of Rs. 32109/- DOC of the policy 31.10.2009 with quarterly mode As per complainant, her husband, Sh. Harish Anand could not pay the premium due 01.08.2012 as he was hospitalized from 31.07.2012 to 31.08.2012.
2. The Insurance Company reiterated the written statements dated 22.12.2014. As per Insurance Company DLA, Harish Anand submitted a proposal form on 17.09.2009, and he was issued policy on 31.10.2009. The premium upto 31.07.2012 paid by L.A but the next premium due 01.08.2012 was not paid. The L.A died on 10.09.2012 without payment of premium due. The policy was lapsed on the date of death, hence only fund value had been paid.
3. I heard both the sides, the complainant as well as the Insurance Company. The DOC of the policy is 31.07.2009 and next premium due was 01.08.2012. The life assured died on 17.09.2012 when the policy was in lapsed condition. The Insurance Company treated the policy as lapsed and paid the fund value as per terms and condition of the

policy. I see no reason to interfere with the decision taken by the Insurance Company. Accordingly the complainant filed by the complainant is hereby dismissed.

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Case No.LI/Max/796/12
In the matter of Sh. Harvinder Chauhan
Max Life Insurance Company Ltd.

DATE: 29.01.2015

- 1. The Complainant alleged that his wife Pinky Chauhan had purchased a policy from Max Life Insurance Company bearing no. 843857822 with DOC 15.03.2011 & sum assured 3.5 lakhs in the name of her daughter Ms. Divayanka. Mrs. Pinky Chauhan expired on 27.07/.2011. He submitted Death Claim form on 20.08.2011 but insurance company repudiated the claim because the rider of waiver of future premium of the policy in case of death of the proposer was not opted in this policy. He said that his wife opted for the rider but insurance company deleted rider without intimation to her.**
 - 2. The insurance company did not submit written reply. They were given three days to prove that rider premium was refunded to Life Assured but the insurance company has not submitted the same date i.e. 29.01.2015.**
 - 3. I have considered the submission of the complainant as well as verbal arguments of the representative of the insurance company made during the course of hearing. They were given three days to prove that rider premium was refunded to Life Assured but the insurance company has not submitted the same till date i.e. 29.01.2015 After due consideration of the matter I find that insurance company has not reverted till date & could not prove that rider was not opted by the deceased life assured. Accordingly an award is passed with the direction to the Insurance Company to waive her further future premium & policy remain inforce till the date of maturity.**
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Case No.LI/Future/501/12
In the matter of Sh. Ajay Jacop
Future Generali life Insurance Company Ltd.

DATE: 30.01.2015

1. The complainant took insurance policy bearing no. 147035 in favour of Late. Smt. Clementia Jacob She expired on 12.03.2010. Complainant submitted all the documents related to death claim but insurance company repudiated her death claim.
2. The Insurance Company had not submitted written reply. Third time Insurance Company representative appeared in the hearing without any papers. During the course of hearing representative of the company again did not show any document and could not explain why the claim was repudiated.
3. I heard both the sides, the complainant as well as the Insurance Company. Insurance Company could not show any paper and was unable to clarify why the claim was repudiated. Accordingly an award is passed with the direction to the Insurance Company to refund Rs. 20,000/- with interest @ 9% P.A. & Rs. 20,000/- for mental harassment and deficiency in service.

CASE No.LI/Birla/778/12
In the matter of Smt. Shakuntla Rai
Birla SUN Life Insurance Company Ltd.

DATE: 23.01.2015

1. The Complainant had alleged that Late Sh. Ram Shanker Rai had applied for insurance policy bearing no. 004897469 with DOC 03.05.2011, sum assured 1,50,000/- and premium of Rs. 13986/- per annum. Policy holder suddenly expired on 09.07.2011. He had paid one premium in cash. Nominee Smt. Shakuntla Rai submitted all death claim paper on 07.08.2011 but Insurance Company repudiated his claim. She wrote letter to Insurance Company / GRO on 07.08.2011, 16.12.2011, 03.01.2012, 20.02.2012, 12.04.2012 & 01.05.2012 but to no avail.
2. The Insurance Company submitted written reply dated 13.01.2015 wherein the contract of policy no. 004897469 had been cancelled due to dishonour of the cheque given by the complainant. The

complainant again deposited the premium in cash and fresh policy bearing no. 004938662 issued to him but this policy also never inforce due to some requirement raised by Birla Sun Life Insurance Company Ltd, hence the cheque bearing no.153749 dated 10.08.2011 of Rs. 13970/- was refunded , The cheque was received by insurance company as undelivered.

3. I have considered the submission of the complainant and have also perused the written reply of the insurer and have considered the verbal arguments of the representative of the insurer at the time of hearing. After due consideration of the matter I hold that insurance company was not justified in repudiating the claim because company could not prove that deceased Life Assured deposited cheque instead of cash. The Insurance Company also could not produce the letter stating that the cheque was returned as dishonoured. The Insurance Company has failed to substantiate its stand. Accordingly an award is passed with the direction to the Insurance Company to settle the death claim.

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Case No.LI/LIC/361/13
In the matter of Smt. Sarita Chauhan
Life Insurance Corporation of India

DATE: 15.01.2015

1. The complaint is regarding non-payment of accident claim on the life on Sh. Sanghursh Chauhan on the accidental death of his young son of 18 years under policy no. 123499769, 124223177, 126197776.
2. The Insurance Company reiterated the written submission vide letter dated 13/12/2014 and informed that Life Assured died after completing 18 years of age. There was no inclusion of accidental benefit & AB Premium was also not paid. Therefore, no accident benefit claim is admissible. The company further stated that Sh. Govind Singh Chauhan is the proposer and father of the deceased and he himself is an agent of LIC in Branch Office 12 F. As an agent he would be well aware of the procedures.
3. I heard both the sides, the complainant as well as the Insurance Company. I find that the Life Assured died after completing 18 years of age. The laid down procedure for claiming accidental benefit is that "During minority of Life Assured, the AB is not available. However, this benefit will be available from the policy anniversary

following the completion of age 18 yrs provided specific request is received from the Life Assured with payment of additional premium." I find that it was not done in this case. Therefore, no accident benefit claim is admissible. I see no reason to interfere with the decision of the Insurance Company. Accordingly the complaint filed by the complainant is hereby dismissed.

Case No.LI/Tata/376/12
In the matter of Smt. Gurjinder Kaur Mehta
Tata AIA Life Insurance Company Ltd.

DATE: 30.01.2015

1. The complainant stated that ULIP Policy No. U007249369 known as Tata AIG Life Invest Assured Apex was taken in the name of her husband Late Sh. Mohinder Singh Mehta, policy was taken for 10 year term with DOC 18.05.2009, sum assured 4.50 lac & premium 90,000/- P.A. He was admitted in St. Stephen Hospital, New Delhi on 06.12.2010 & expired there on 13.12.2010 during the course of treatment, due to Kidney failure & Cardiorespiratory arrest. He had paid two premiums for Rs. 90,000/- each. After death nominee Mrs. Gurjinder Kaur Mehta, wife submitted all death claim paper along with original policy bond on 27.01.2011, but insurance company repudiated his death claim. However, insurance company paid to her bid value of Rs. 145443.50 instead of full SA i.e. Rs. 4,50,000/-
2. The Insurance Company submitted written reply on dated 30.10.2012, wherein company stated that company had issued him a insurance policy under the company's non medical scheme. Company procured certain medical record wherein insurance company found suppression of material facts at the time of availing the policy. He was admitted various hospital of Delhi & outside Delhi. He was also expired due to Kidney failure & Cardiorespiratory arrest. The company requested that the complaint being without merit and deserved to be dismissed.
3. I have considered the submission of the complainant and have also perused the letters of the insurer and have considered the verbal arguments of the representative of the insurer at the time of hearing. After due consideration of the matter, I hold that insurance company was justified in repudiating the claim because as per Complainant's previous medical record he was suffering from Diabetes Mellitus II, Nephropathy, Alcoholic Liver disease & hyponatremia at the time of

taking policy. Thus there was suppression of material information relating to health by deceased Life Assured at the time of taking the policy. Accordingly decision of Insurance Company is upheld. The complaint filed by the complainant is hereby dismissed

Case No.LI/Birla/513/12

In the matter of Ms. Lalita

Birla SUN Life Insurance Company Ltd.

DATE: 30.01.2015

1. The complainant submitted that her father purchased BSLI Dream Endowment Life Policy with a term of 30 years & premium paying term 20 years, DOC 30.06.2010, sum assured Rs. 419000/- & premium was Rs. 20964.59 yearly. He expired on 17.03.2012 due to heart attack. Nominee submitted all death claim paper on 09.06.2012 but insurance company repudiated his death claim. Insurance Company paid to her ex-gratia amount of Rs. 2582.36 instead of full sum assured i.e. Rs. 419000/-.
2. The Insurance Company reiterated the written submission as per letter dated 25.10.2014. The deceased Life Assured was suffering from Diabetes since last 4 years and was under treatment for the same. These facts were not disclosed in the proposal form and this amounted to concealment of material information pertaining to health. However insurance company paid to her Rs. 2582.36 as ex-gratia amount.
3. I have considered the submission of the complainant and also the written reply of the insurance company. The representative of the insurance company was absent on the date of hearing. I find that Insurance Company is justified in repudiating the death claim because deceased life assured was suffering from Diabetes prior to his application for insurance. These facts were suppressed from the insurance company while filling the proposal form. I see no reason to interfere with the decision of the insurance company. Accordingly the complaint filed by the complainant is hereby dismissed.

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Case No.LI/Bajaj/292/13
In the matter of Ms. Gurpreet Kaur
Bajaj Allianz Life Insurance Company Ltd.

DATE: 27.02.2015

- 1. Ms. Gurpreet Kaur had made a complaint to this Forum on 05.07.2013, against the decision of Bajaj Allianz Life Insurance Company Ltd. regarding repudiation of death claim under policy no. 198061380.**

- 2. It has been informed by the company that complainant had already filed petition before Consumer Disputes Redressal Forum, Vikas Bhavan, ITO, Delhi vide suit no. C-13/479/1368 dated 07.08.2014 on the same subject matter. During personal hearing on 08.12.2014, the complainant also confirmed the same. Therefore, in view of Rule 13(3)C, the complaint does not lie within the purview of this forum.**

GUWAHATI

BEFORE THE OFFICE OF THE INSURANCE OMBUDSMAN
AT GUWAHATI CENTRE

Complaint No. :Guw-L-041-1415-0181

Mr.Assan Miya ----- Complainant

vs

SBI Life Insurance Corp.Ltd. - Insurer

Award dated-17.03.2015

Mr.Assan Miya, the complainant has stated vide his letter dated 28.10.2014 that Mr.Nasiruddin had taken a policy with SBI Life bearing no.35039710901 for S.A. Rs.7,50,000/-. But suddenly he expired. The complainant submitted all papers in respect of the claim. But Insurer has repudiated the claim for no reason.

After evaluation of all the facts and circumstances, it is found that the insurer has taken right decision to repudiate the death claim on the ground of non-disclosure of facts relating to previous policies in the proposal. Had he disclosed the details of existing policy the underwriting decision would have been different. Therefore, the decision of insurer is upheld. The complainant is not eligible for any relief.

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BEFORE THE OFFICE OF THE INSURANCE OMBUDSMAN
AT GUWAHATI CENTRE

Complaint No. : Guw-L-041-1415 -0059

Sri Atul Ch.Hazarika----- Complainant
vs
SBI Life Insurance Company Ltd. - Name of the Insurer

Award dated-17.03.2015

The above complainant, Sri Atul Ch.Hazarika has stated in his petition dated 27.05.2014 that he is the father of the LA, Smt. Hiya juri Hazarika who took a policy from SBI Life bearing policy no.70000001001.While the policy was in force the life assure died on 05.07.2013. Being the nominee under the policy Mr,Atul Ch.Hazarika submitted a claim with all supporting documents, but the Insurer repudiated the death claim due to suppression of material facts.

It is opined that there is a suppression of material facts by the DLA and the decision of the Insurer for rejection of the claim is found to be justified and their decision is upheld. The complainant is not eligible for any relief.

The complaint is dismissed.

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BEFORE THE OFFICE OF THE INSURANCE OMBUDSMAN
AT GUWAHATI CENTRE

Complaint No. : Guw-L-029-1415-0208

Mrs Bhanumati Bharali Bora ----- Complainant

vs

Life Insurance Corporation of India. -----Insurer

Award dated-19.03.2015

:

The Complainant, Smt Bhanumati Bharali Bora has stated vide her petition dated NIL received by us on 26.11.2014 that her husband Mr. Naren Bora has taken one insurance policy bearing No 485630555 from LICI, Dispur Branch with DOC on 10.05.2011 for a Sum assured of Rs.5,00,000/-. Her husband, Mr. Naren Bora died on 25.08.2011 and as per procedure being a nominee she submitted all the claim papers to the Dispur Branch but insurer vide their letter dated 10.04.2013 repudiated the claim on the ground incorrect information regarding health of DLA at the time of effecting insurance with them.

After careful evaluation of all the facts and circumstances, it is seen that the DLA had taken the policy suppressing the above diseases for which he was suffering. Had he disclosed the fact, the underwriting decision would have been different. Therefore, the decision of insurer to repudiate the death claim due to suppression of material facts regarding pre-existing disease is found to be justified and the same is upheld. The complainant is not eligible for any relief.

The complaint is dismissed.

BEFORE THE OFFICE OF THE INSURANCE OMBUDSMAN
AT GUWAHATI CENTRE

Complaint No. : Guw-L-041-1415 -0198

Mrs.Gauri Dey ----- Complainant
vs
SBI Life Insurance Company Ltd. ---Insurer

Award dated- 19.03.2015

The Complainant stated vede letter dated 13.11.2014 that Shri Sanku Kr. Dey took a policy from SBI Life bearing policy no. 09010784401 .While the policy was in force the life assure died on 17.02.2014. Being the nominee under the policy Mrs.Gauri Dey submitted a claim with all supporting documents, but the Insurer repudiated the claim due to suppression of material facts.

The evidences clearly available with us clearly established the pre-existing illness of the DLA which was suppressed by him. The proposal form was signed on 15.07.2013, DOC Of the policy was on 02.08.2013 and from the Treatment papers; it is evident that the DLA was diagnosed for Chronic Liver Disease in 2012, which is prior to the signing of the proposal form on 15.07.2013.

Therefore, the decision taken by the insurer to repudiated the death claim is found justified and the same is upheld. The complainant is not eligible for any relief.

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BEFORE THE OFFICE OF THE INSURANCE OMBUDSMAN
AT GUWAHATI CENTRE

Complaint No. :Guw-L041-1415-0180

Mr. Jahangir Alam -----Complainant

vs

SBI Life Insurance Company Ltd. -----Insurer

Award dated 17.03.2015

:

The Complainant has stated in his petition dated NIL received by us on 16.10.2014 that his father Mr. Akkas Ali has taken a policy bearing No 35046380310 with DOC dated 12.12.2013 for a Sum Assured of Rs.6,95,000/-. His father died 13.03.2014. Being a nominee Mr. Jahangir Alam submitted all claim papers to the insurer but the insurer rejected the death claim on the ground of misrepresentation of material information.

After careful evaluation of all facts and circumstances it is observed that there is a serious dispute/anomaly regarding documentary evidences produced by the insurer, which needs to be investigated into properly. Since this Forum does not have the jurisdiction/wherewithal for the same, we direct the complainant to appeal before an appropriate forum to redress the issue.

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Guwahati centre

Complaint No. ;Guw-L-006-1415-0023

**Mr.Mrityunjoy Gupta -----complainant
vs**

Bajaj allianz Life Ins Co.Ltd.-----opposite party/insurer

Award dated-17.03.2015

It is stated by the complainant in his petition dated NIL received by us on 09.01.2014 that his mother Late Durga Devi took a policy from Bajaj Allianz Life Ins. Co.Ltd., bearing policy no 0254059586 on her own life with S.A. Rs.1,50,000/- with DOC- 14.03.2012. Being the nominee, he submitted the claim to the Insurer with all necessary papers. But the insurer has rejected the claim on the ground of understatement of age by 20 years, by submission of fake document at issuance.

After careful evaluation of all the facts and circumstances of the case, we are of the opinion that the decision of the insurance company to repudiate the death claim on the ground of suppression of material facts relating to age, is in order and the same is upheld. The complainant is not eligible for any relief.

GUWAHATI CENTRE

Complaint No.: Guw/L029/14-15/0024

**Mrs. Rajashree Acharjee -----complainant
vs**

Life Insurance Corporation of India -----Insurer

DATE OF ORDER : 19.03.2015

: The Complainant stated that her husband Mr. Partha Pratim Acharjee procured Policy No. 484938717 and 484938776 from the Guwahati Branch No.1 of L.I.C. of India with the date of commencement on 28.10.2008 and for a Sum Assured of Rs. 5,00,000/ and Rs. 1,50,000/- respectively. While the policy was in force, her husband died on 22.10.2011. She, being the nominee under the above policies, lodged a claim before the Insurer along with all supporting documents. But, the Insurer has repudiated the claim .

The letter ref.CO/CRM/799/23 dated 28.08.2010 issued by the Central Office of the Insurer wherein they have given the procedure of ex-gratia payment was taken on record - "In case, the claim is not found genuine or there is any suppression/non-disclosure of material fact, the death claim may be repudiated by competent authority. Death after 2 years : 95% of single premium paid excluding extra premium, if any to be returned." However, even this small benefit was omitted to be extended to the complainant even though she had appealed for review twice. Payment of single premium is definitely prejudicial to the insurer's averment of willful suppression of material facts with deliberate intention to defraud. Considering the facts on record and oral submissions of both the parties, it is ordered that the full sum assured under the policy no.484938776 be paid

HYDERABAD

**Hyderabad Ombudsman Centre
Case No. L-024-1415-0060**

**Smt. Neelam Varalakshmi
Vs
India First Life Insurance Co. Ltd.**

Award Dated : 17.11.2014

Smt. Neelam Varalakshmi filed a complaint stating that the death claim under the policy of her deceased husband was wrongly repudiated by the insurer. Hence, she requested for settlement of the claim.

I have carefully considered all the written and oral submissions of both the parties and the documentary evidence adduced by them. It is evident from the Inpatient case sheet dated 28.4.2013 of Padmaja hospital, Old Gajuwaka Junction, Visakhapatnam that the life assured was admitted into the hospital on 28.4.2013 vide Inpatient No. 197. He was diagnosed to have 'acute pancreatitis + Diabetic Mellitus'. It was noted on the said case sheet that he was a smoker and alcoholic, already having 'DM, HTN and acute pancreatitis'. Further, as per the certificate dated 25.3.2014 of Saroja hospital, Visakhapatnam, the deceased life assured was admitted into their hospital on 29.4.2013 and was diagnosed to have 'Acute Pancreatitis and DKA'. Diabetic Keto Acidosis (DKA) is a dangerous and serious condition which develops gradually over a period of time. As such, I conclude that the ailment suffered by him was not a sudden or immediate manifestation. Hence, I hold that life assured was having the disease prior to joining the group policy and there was a deliberate suppression of material information in the proposal form. As such,

repudiation of death claim of the complainant was as per the terms and conditions of the group policy.

However, it is observed from the record that the insurer had covered the risk on the deceased life assured without assessing the correct health condition of the life assured though he was a known patient of 'DKA'. It was possible that the agent of the insurer might have actively persuaded the life assured in obtaining the risk coverage though he was ineligible for the same. As such, entire blame cannot be thrown on the deceased life assured alone and penalize his heirs on his demise. Hence, in my considered view, it would be appropriate to compensate the complainant with refund of the premium received under the policy.

In view of the aforesaid reasons, I direct the insurer to refund the premium collected from the deceased life assured for coverage of risk, to the complainant.

In result, the complaint is partly allowed under ex-gratia.

OO

Hyderabad Ombudsman Centre
Case No. L - 033 -1415 - 0172

Sri Kalla Appa Rao
Vs
PNB Met Life India Insurance Co. Ltd.

Award Dated : 17.11.2014

Sri Kalla Appa Rao filed a complaint stating that the death claim under the policy of his deceased mother was wrongly repudiated by the insurer. Hence, he requested for settlement of the claim.

I have carefully considered all the written and oral submissions of both the parties and the documentary evidence adduced by them. It was the contention of the insurer that the death claim was repudiated for 'understatement of age' and concealment of material facts. In support of their contention, the insurer had relied on the age appeared on the Voters list and also the voter id card of life assured. But, it was observed from the

**Hyderabad Ombudsman Centre
Case No. L - 024 -1415 – 0239**

**Sri Vechalapu Demudu Naidu
Vs
India First Life Insurance Co. Ltd.**

Award Dated : 17.11.2014

Sri Vechalapu Demudu Naidu filed a complaint stating that the death claim under the policy of his deceased grandfather was wrongly repudiated by the insurer. Hence, he requested for settlement of the claim.

I have carefully considered all the written and oral submissions of both the parties and the documentary evidence adduced by them. The insurer had accepted the PAN card of the life assured as standard age proof and issued the policy accordingly. However, at the time of settlement of death claim, the insurer had relied on the copy of ration card of life assured as his age proof, and repudiated the claim stating that there was suppression of age by the life assured. During the hearing, the insurer had admitted that the ration card was treated as a non-standard age proof. As such, it is not proper on the part of the insurer to counter the standard age proof with a non standard age proof. The fact that the grandson of the insured is about 30 years of age now, cannot be used to conclude that the insured was above 60 years of age in 2011, considering the fact that early marriages were in vogue in the past.

In my considered view, the date of birth stated on the PAN card is based on some scientific method, as against the age stated on the Ration card. The insurer could not furnish any standard age proof to support their argument that the life assured had understated his age. As such, the action of the insurer in repudiating the death claim, based on the age stated on the non-standard age proof, i.e. Ration card, appears erroneous and without any substantial ground.

**Hyderabad Ombudsman Centre
Case No. L - 006 -1415 – 0376**

**Sri V Sreenivas Prasad Goud
Vs
Bajaj Allianz Life Insurance Co. Ltd.**

Award Dated : 21.11.2014

Sri V. Sreenivas Prasad Goud filed a complaint stating that the death claim under the policy of his deceased mother was wrongly repudiated by the insurer. Hence, he requested for settlement of the claim.

I have carefully considered the written and oral submissions of both the parties and the documentary evidence adduced by the insurer. As per the In-Patient Record dated 10.7.2012 of Yashoda Hospital, Secunderabad, the deceased life assured was admitted into that hospital and was diagnosed for 'Cholelithiasis' and 'Adeno Carcinoma with liver meti'. It was further recorded in the Doctors' notes that she was a known case of 'Right Breast Lumpectomy' and visited the hospital in the year 2002 and 2010 (HPE – Benign Cyst). The said information about the ailments of the life assured was pertaining to the period much prior to her proposal for insurance dated 15.12.2011. However, though she had knowledge of the said ailments, she did not reveal the same in her proposal. Based on the hospital record the insurer has established that the life assured did not disclose correct health information in her declaration at the time of obtaining the policy. This is a clear case of 'suppression of material facts' by the life assured. Hence, I hold that the insurer had rightly repudiated the death claim under the policy.

The contract of insurance is one of 'utmost good faith' and both parties to the contract shall disclose all facts, whether material or not, in full, to the other. Since the life assured did not disclose her correct status of 'personal medical history' in her proposal for insurance, the insurer cannot be made liable to pay the sum assured.

In view of what has been stated above, the decision of the insurer does not need any interference.

In the result, complaint is dismissed without any relief.

OO

**Hyderabad Ombudsman Centre
Case No. L - 029 -1415 - 0230**

**Smt. Putti Rajya Lakshmi
Vs
L I C of India, Machilipatnam**

Award Dated : 21.11.2014

Smt. Putti Rajya Lakshmi filed a complaint stating that the death claim under the policy of her deceased mother was wrongly repudiated by LIC of India, Machilipatnam Division. Hence, she requested for settlement of the claim.

I have carefully perused the written and oral contentions of both the parties and the documentary evidence adduced by them. It was the contention of the insurer that the deceased life assured had obtained the insurance policy fraudulently by understating her actual age. In support of their argument, they relied on the copies of Identity cum Medical Card dated 10.2.2004, of the family members of the life assured, issued by Sr.DEE/TRS/ELS/BZA, Electrical Dept, South Central Railway. One more evidence was the copy of Identity card dated 11.11.2007, issued by Sr.DPO/BZA, Electrical Dept, South Central Railway, in favour of the husband of the life assured. However, the accuracy and authenticity of the ages stated thereon were not supported with any standard age proof. It was possible that the ages stated thereon were based on assumptions or declarations. As such, based only on the ages stated on the said evidence, one cannot conclude that there was understatement of age by the life assured. The other objection raised by the insurer was that there was a discrepancy of father name of life assured, in the school certificate

furnished by the complainant. To clarify that discrepancy, the complainant had obtained a letter from the said school authorities and submitted to the insurer. The argument of the insurer that the life assured had deliberately understated her age is not supported with any standard age proof. The insurer could not prove their stand with valid evidence. Hence, I hold that the insurer had erroneously repudiated the death claim under the policy.

For the reasons stated hereinabove, the insurer is directed to settle the claim of the complainant, in terms of the policy.

In the result, the complaint is allowed.

OO

Hyderabad Ombudsman Centre
Case No. L - 036 -1415 - 0311 & 312

Sri Kandrakunta Dennish
Vs
Reliance Life Insurance Co. Ltd.

Award Dated : 21.11.2014

Sri Kandrakunta Dennish filed a complaint stating that the death claim under two policies of his deceased father-in-law was wrongly repudiated by the insurer. Hence, he requested for settlement of the claim.

During the hearing, representative of the complainant repeated the contentions as stated in the complaint. On the other hand, the representative of insurer submitted that their higher office had reviewed the case afresh and decided to settle the claim under both the policies for their basic sum assured. In turn, the complainant had agreed to receive the amounts offered by the insurer.

The basic grievance of the complainant was repudiation of death claim under both the policies. However, the insurer has now come forward to settle death claim under both the policies for the basic sum assured. Though the insurer has now decided to settle the claim, it is observed from the record that the life assured died on 14.6.2012 and the complainant was

**Hyderabad Ombudsman Centre
Case No. L- 043 -1314 – 546**

**Smt. K. Ranga Devi
Vs
Shriram Life Insurance Co. Ltd.**

Award Dated : 04.12.2014

Smt. K. Ranga Devi filed a complaint stating that the death claim under the policy of her deceased mother was not settled by Shriram Life Insurance Company Limited. Hence, she requested for settlement of the claim.

I have carefully considered the written and oral submissions of both the parties and the documentary evidence adduced by them. The complainant had approached this Forum without submitting all the mandatory requirements for process of her claim. It is observed from the repudiation letter of the insurer dated 3.12.2012, that the claim was repudiated for non-submission of certain medical reports. In spite of an advice by this Forum also, the complainant did not co-operate with the insurer in obtaining the necessary medical reports from the concerned authorities. In the circumstances, I hold that there is no justification on the part of the complainant in demanding settlement of her claim without complying with the mandatory requirements for its consideration.

In view of the aforesaid reasons, the complaint is dismissed without any relief.

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**Hyderabad Ombudsman Centre
Case No. L-029-1415-0402**

**Mrs. Ch. Pavani
Vs**

LIC of India, Visakhapatnam

Award Dated : 08.12.2014

Mrs. Chilakapalli Pavani filed a complaint stating that the death claim under the policy of her deceased husband was wrongly repudiated by LIC of India, Visakhapatnam. Hence, she requested for settlement of the claim.

I have carefully considered the written and oral submissions of both the parties and the documentary evidence adduced by them. The death claim of the complainant was repudiated on the ground of 'suppression of material facts' by the deceased life assured. The insurer had argued that the life assured was well aware of the Government Order dated 16.2.2012, based on which the DM&HO, Vijayanagaram had terminated him on 15.6.2012. Since he had submitted the proposal for insurance on 27.3.2012, he was well aware of losing his job. Thus, it was construed by the insurer that the life assured had deliberately suppressed the material information about his 'occupation'.

However, it is observed from the evidence filed by the insurer that as per the relevant questions and the replies furnished by the life assured in the proposal, there was no suppression of any material fact, particularly about his 'occupation'. The services of the life assured were terminated on 15.6.2012, much later to the proposal date. Further, it was a general and common order to many whose names did not figure in the selection list. The position as on the date of proposal was that the persons whose names did not figure in the selection list were under orders by the Government for termination. No misconduct was attributed to the complainant. The insured was very much in service as on the date of proposal and actual

termination was only on 15.06.2012. Consequent to the representations filed, the insured, along with all others whose services had earlier been terminated, was reinstated on 03.03.2013 by the Government.

In view of the aforesaid reasons, I hold that the conclusion of the insurer that the deceased life assured had deliberately concealed the material facts was erroneous. Consequently, the repudiation of death claim has also to be held as erroneous.

For the reasons stated herein above, the insurer is directed to settle the claim of the complainant, in terms of the policy.

In the result, complaint is allowed.

OO

Hyderabad Ombudsman Centre
Case No. L-029-1415-0397

Mrs. Vadapalli Padma
Vs
LIC of India, Visakhapatnam

Award Dated : 08.12.2014

Mrs. Vadapalli Padma wife of late Mr. V.V.S.Surya Rao filed a complaint stating that the death claim under the policy of her deceased husband was wrongly repudiated by LIC of India, Visakhapatnam. Hence, she requested for settlement of the claim.

I have carefully considered the written and oral submissions of both the parties and the documentary evidence adduced by them. The death claim of the complainant was repudiated for 'suppression of material facts' by the life assured. In support of their argument, the insurer had relied on the Discharge Summary dated 13.1.2011, of Seven Hills Hospital, Visakhapatnam, where the deceased life assured was hospitalised from 31.5.2010 and was diagnosed as a 'known case of HTN, Hypertensive Retinopathy, CRF, Old CVA'. Since it was recorded on the discharge summary that he was a known case of the said ailments, it was construed

**Hyderabad Ombudsman Centre
Case No. L-009-1415-0263**

**Mr. N. Srinivas
Vs
Birla SunLife Insurance Co. Ltd.**

Award Dated : 02.12.2014

Mr. N. Srinivas son of Late N.Satyanarayana had filed a complaint stating that the death claim under the policy of his deceased father was wrongly repudiated by Birla Sun Life Insurance Co. Ltd. Hence, he requested for settlement of the death claim.

I have carefully considered all the written and oral submissions of both the parties and the documentary evidence adduced by them. It is evident that as per the copy of School Certificate No. 11/2008-09 dated 13.07.2008, submitted by the life assured along with the proposal for insurance, his age was 54 years and based on that the policy in question was issued by the insurer. It was stated thereon that the deceased life assured studied in the school in the year 1961 and his Date of birth was recorded as 01.06.1956. Whereas the insurer has argued that the policy had been obtained by furnishing a fake School Certificate, and in support of their contention the insurer has submitted a confirmatory endorsement by the Head master of the school that the school started functioning in the year 1978 only. It was further certified that the signature was forged and as such it was not issued by their school. That confirmation by the Head Master of the school establishes beyond any doubt that the age proof furnished by the life assured, at the time of obtaining the policy, was a fake one. Further, the insurer had submitted the Voters list of 2014 for the Sindhanur Assembly Constituency-182, wherein the life assured age was shown as 84 years old. Both the evidence furnished by the insurer establish the fact that the life assured was beyond the insurable age on the date of obtaining the policy, and he had submitted a fake certificate to obtain the policy fraudulently.

The contract of insurance is one of 'utmost good faith' and both parties to the contract shall disclose all facts, whether material or not, in full, to the other. Since the life assured did not disclose his correct age in his proposal for insurance and has deliberately misguided the insurer by gross under-statement of age, there was a suppression of material fact. Thus, the insurer cannot be made liable to pay the sum assured.

However, since the understatement of age of deceased life assured was by a huge margin, there must be a definite role of the agent of the insurer who must have actively persuaded the deceased life assured and induced him to take the policy, though he was ineligible for it. As such entire blame cannot be put on the deceased life assured alone. Hence, in my considered view, it would be appropriate to compensate the complainant with refund of the premiums received under the policy.

In view of what has been stated above, the complaint is partly allowed and the insurer is directed to refund the premiums received under the policy, after duly adjusting the cash surrender value paid earlier.

In result, the complaint is partly allowed under ex-gratia.

oo

Hyderabad Ombudsman Centre
Case No. L - 041 -1415 – 0364 & 365

Sri C. B. Kubendrappa
Vs

SBI Life Insurance Co. Ltd.

Award Dated : 02.12.2014

Sri C.B.Kubendrappa filed a complaint stating that the death claim under two insurance policies of his deceased father was wrongly repudiated by SBI Life Insurance Co. Ltd. Hence, he requested for settlement of the claims.

During the hearing, the complainant reiterated the contents of the complaint. The representative of the insurer, on the other hand, stated that the transfer certificate submitted by the life assured was manipulated, and it was confirmed by the School authorities as a fake certificate. The copy of

**Hyderabad Ombudsman Centre
Case No. L-009-1415-0211**

**Mr. K. Ammiraju
Vs
Birla SunLife Insurance Co. Ltd.**

Award Dated : 02.12.2014

\ Mr. K. Ammiraju filed a complaint stating that the death claim under the insurance policy of his deceased father was wrongly repudiated by Birla SunLife Insurance Co. Ltd. Hence, he requested for settlement of the claims.

I have carefully considered all the written and oral submissions of both the parties and the documentary evidence adduced by them. It is evident from the copy of PAN card submitted by the life assured that he was 54 years old on the date of application for insurance. The insurer considered the PAN card as 'standard age proof' and accepted the risk without any hesitation. The life assured was subjected to medical examination by a panel medical examiner of the insurer. It is rather a surprise to note that both the Doctor and agent of the insurer had failed to assess the correct age of the insured person by physical appearance. Gross under-statement of age by 24 years could have been easily detected. It is pertinent to note that the insurer did not raise any query as to how a person having annual income of Rs. 3 lakhs could afford to pay a total annual premium of Rs.2 lakhs. This only proves the callous attitude of the insurer in issuing the policy without proper assessment of risk. The findings of the investigator and submission of copy of the Electoral Card pertaining to the deceased life assured cannot undo the act of accepting PAN card as standard age proof by the insurer while issuing the policy. The Age stated in the Voters list does not conform to any standard, whereas the age stated on the PAN card is based on some laid down

**Hyderabad Ombudsman Centre
Case No. L - 041 -1415 – 443**

**Smt. Kondapalli Sridevi
Vs
SBI Life Insurance Co. Ltd.**

Award Dated : 17.12.2014

Smt. Kondapalli Sridevi filed a complaint stating that death claim under the policy of her deceased husband was wrongly repudiated by SBI Life Insurance Company Limited. Hence, she requested for settlement of the claim.

I have carefully considered all the written and oral submissions of both the parties and the documentary evidence adduced by them. It is evident from the policy document, SBI Life-RiNn Raksha, Group Credit Life Insurance Plan, under Master Policy Number 70000004506 issued by the SBI Life Insurance Co. Ltd., in favour of State Bank of Hyderabad, that as per Clause 11.4 of the policy, the Waiting Period of 45 days was mentioned in the Policy schedule. It was stated on Page 6 of the Master policy, under the head "Exclusions and Clauses applicable" specifying the waiting period as applicable for 45 days from the date of coverage of risk. Further, it is also observed from the Certificate of Insurance issued to the deceased life assured, under the terms No. 21- Exclusions: II 'Waiting period', that 'if the death is due to causes other than accident, and if you have not undergone medical examination prior to issuance of the member policy, then the premiums paid (net of taxes and cess) would be refunded without interest after deducting the cost of stamp duty, if any, already incurred by the insurance company'.

As per the specific terms and the exclusions which are stated in the Master Policy as well as in the Certificate of Insurance issued to the deceased life assured, I hold that the rejection of claim of the complainant was in accordance with the terms and conditions of the Master Policy, and

the insurer cannot be compelled to act beyond the scope of the policy contract.

In view of the aforesaid reasons, I hold that the rejection of the death claim by the insurer was in accordance with the terms of the Master Policy. The decision of the insurer does not need any interference. In result, the complaint is dismissed without any relief.

oo

Hyderabad Ombudsman Centre
Case No. L-029-1415-0195

Smt. M. Ramanamma
Vs
LIC of India, Visakhapatnam

Award Dated : 31.12.2014

Smt. M. Ramanamma wife of late Sri M. Rama Rao filed a complaint stating that the death claim under the policy of her deceased husband was wrongly repudiated by LIC of India, Visakhapatnam Division. Hence, she requested for settlement of the claim.

I have carefully considered the written and oral contentions of both the parties and the documentary evidence adduced by them. It is observed from the copy of the Service Record pertaining to the deceased life assured that the order of dismissal was communicated to him by the office of Director of Prosecutions, Hyderabad, through the Endt. No. 226/B1/2005 dated 2.11.2010 through the Sr. APP (Admn), Warangal. The Sr. APP (Admn), Warangal had sent the said order through Regd. Post on 8.11.2010 and again on 12.11.2010. Since his whereabouts were not known, the Order copy was pasted on the notice board of JFCM Court, Mulugu, where he was working. The aforesaid events were much prior to his proposal for insurance dated 18.11.2010. As such, the contention of the complainant that "the orders were not received by the insured person, as on the date of proposal" have to be rejected because, as per established legal principles, service by affixture is a valid service of a notice/order. Further, the insured must have been having knowledge of his dismissal

**Hyderabad Ombudsman Centre
Case No. L-032-1415-0474**

**Ms. Kakara Durgadevi
Vs
Max Life Insurance Co. Ltd.**

Award Dated : 07.01.2015

Ms. Kakara Durgadevi filed a complaint stating that the death claim under the policy of her deceased mother was wrongly repudiated by Max Life Insurance Company Limited. Hence, she requested for settlement of the claim.

I have carefully considered all the written and oral submissions of both the parties and the documentary evidence adduced by them. It is evident from the Treatment Card under the Revised National Tuberculosis Control Programme, for the Patient No. 455/12 at TB Unit Yelamanchili that the deceased life assured was diagnosed as a case of "Pulmonary TB" and she had undergone treatment for the same from 27.10.2012 to 25.5.2013. However, the proposal for insurance was signed by her on 18.1.2013, without disclosing that information in her proposal, in spite of having knowledge of her ailment and the treatment undergoing. Hence, I hold that the deceased life assured had obtained the insurance policy by concealing her correct health particulars.

The contract of insurance is one of 'utmost good faith' and both parties to the contract shall disclose all facts, whether material or not, in full, to the other. Since the life assured did not disclose her 'correct health particulars' in the proposal for insurance, the insurer cannot be made liable to pay the sum assured.

However, it is observed that the life assured was an illiterate and put her thumb impression on the proposal. As regards the health declarations made by her in the proposal, anybody who had seen her would have readily noticed from her looks, about the ailment suffered by

her. Hence, there must be definite involvement of the agent who had canvassed the policy and actively persuaded/induced the deceased life assured to take the policy though she was ineligible for the same. As such, entire blame cannot be thrown on the deceased life assured alone. Hence, it would be proper to compensate the complainant with refund of some amount of premium paid for the policy.

In view of the aforesaid reasons, the insurer is directed to pay an amount of Rs. 10,000/- (Ten thousand only) to the complainant, under Ex-gratia.

In result, the complaint is partly allowed under ex-gratia.

oo

Hyderabad Ombudsman Centre
Case No. L-032-1415-0429

Ms. Kotana Kotalakshmi
Vs
Max Life Insurance Co. Ltd.

Award Dated : 13.01.2015

Ms. Kotana Kotalakshmi filed a complaint stating that the death claim under the policy of her deceased sister was wrongly repudiated by Max Life Insurance Company Limited. Hence, she requested for settlement of the death claim.

I have carefully considered all the written submissions and documentary evidence adduced by both party, and also oral submissions of the complainant. It is evident from the copies of (1) letter Rc.No.16/RTI/PIO/2013, dated 20.6.2014 of Public Information Officer, O/o Dist Medical & Health Officer, Vizianagaram addressed to the Investigating Officer of the insurer, and (2) letter Rc.No.Spl./RTIAct/VZM/2014 dated 27.5.2014 of Addl.Dist Medical & Health Officer (AIDS & Leprosy), Vizianagaram addressed to the Public Information Officer, O/o Dist Medical & Health Officer, Vizianagaram - that the deceased life assured Mrs. Vechalapu Laxmi, wife of Vechalapu Ramana

was a case of Immunodeficiency Syndrome. It was further confirmed through the said letters that she underwent treatment in ART Centre, District Hospital, Vizianagaram for that ailment from 30.1.2013 to 11.9.2013. As such, it was a fact that the ailment suffered by the life assured was much earlier to her proposal dated 28.6.2013; however, in spite of having knowledge of the same, she did not disclose it in her proposal. Further, it was material information for proper assessment of risk on her life. Hence, I hold that there was misrepresentation and deliberate suppression of the material fact by the life assured, at the time of taking the policy.

The contract of insurance is one of 'utmost good faith' and both parties to the contract shall disclose all facts, whether material or not, in full, to the other. Since the life assured did not disclose her correct 'previous health condition' in her proposal for insurance, the insurer cannot be made liable to pay the sum assured..

In view of the aforesaid reasons, repudiation of death claim under the policy was in accordance with the terms of the policy.

In result, the complaint is dismissed without any relief.

oo

Hyderabad Ombudsman Centre
Case No. L - 029 -1415 - 324

Smt. Bommineni Jayamma
Vs

LIC of India, DO Cuddapah

Award Dated : 27.01.2015

Smt. Bommineni Jayamma wife of late Sri B. Ramaiah filed a complaint stating that the death claim under the policy of her deceased husband was wrongly repudiated by LIC of India, Cuddapah Division. Hence, she requested for settlement of the death claim.

I have carefully considered all the written and oral submissions of both the parties and the documentary evidence adduced by them. It is evident from the Household card No WAP123100100078 issued in the

name of the deceased life assured that his date of birth was 24.08.1952; as such, there was a clear understatement of age by about 7 years in the proposal for insurance. It is further observed from the insurer's repudiation letter dated 29.04.2014 that the life assured was father of the agent who introduced for the policy, and by understating his age as 50 years the policy was obtained. The deceased life assured owned another policy bearing number 650765482 taken in the year 1990, and it was not disclosed in his proposal intentionally. Had the date of birth recorded in the earlier policy been disclosed, the age of the deceased life assured would have been 54 years. Since the maximum age at entry for the subject policy being 50 years, the insurer would not have issued the policy to the deceased life assured. Thus, I hold that it was a clear case of intentional understatement of age by the life assured, and perpetrated fraud against the insurer.

The contract of insurance is one of 'utmost good faith' and both parties to the contract shall disclose all facts, whether material or not, in full, to the other. Since the life assured did not disclose his correct "age" in his declarations in proposal for insurance, the insurer cannot be made liable to pay the sum assured.

In view of the aforesaid reasons, repudiation action of the insurer does not warrant any interference.

In result, the complaint is dismissed without any relief.

oo

Hyderabad Ombudsman Centre
Case No. L-029-1415-0735

Mrs. Kanijunnisa Begum

Vs

LIC of India, Karimnagar

Award Dated : 29.01.2015

Mrs. Kanijunnisa Begum, wife of late Mr. Mohd. Sadig filed a complaint stating that the death claim under the policy of her deceased husband was wrongly repudiated by LIC of India, Karimnagar Division. Hence, she requested for settlement of the death claim.

**Hyderabad Ombudsman Centre
Case No. L - 029 -1415 - 625**

**Smt Inampudi Rajya Lakshmi
Vs
L I C of India, Nellore**

Award Dated : 18.02.2015

Smt. Inampudi Rajya lakshmi filed a complaint stating that the death claim under the policy of her deceased mother was wrongly repudiated by the insurer. Hence, she requested for settlement of the death claim.

I have carefully considered all the written and oral submissions of both the parties and the documentary evidence adduced by them. It is observed from the copy of Discharge Summary dated 27.4.2011 of NRI Medical College & Gen. Hospital, Mangalagiri, Guntur, pertaining to the deceased life assured, that she was admitted into the Nephrology department on 20.4.2011 with the complaint of "Chronic Kidney Disease". Further, after 3 sessions of 'haemodialysis and other supportive prescriptions, she recovered and was discharged on 28.4.2011. All that information about the ailment she suffered and the treatment taken was pertaining to the period much prior to her proposal dated 18.6.2011; however, she did not disclose the same. Thus, it is established that the life assured had concealed the material information with regard to her 'personal health history' in the proposal and obtained the policy fraudulently.

The contract of insurance is one of 'utmost good faith' and both parties to the contract shall disclose all facts, whether material or not, in full, to the other. Since the life assured did not disclose her 'correct health particulars' in the proposal for insurance, the insurer cannot be made liable to pay the sum assured under the policy.

In view of the aforesaid reasons, I hold that the repudiation of death claim was in terms of the policy and decision of the insurer does not need any interference.

In result, the complaint is dismissed without any relief.

Ooo

**Hyderabad Ombudsman Centre
Case No. L - 029 -1415 - 630**

**Sri Chintapalli Narasimha Rao
Vs**

L I C of India, Machilipatnam

Award Dated : 18.02.2015

Sri Chintapalli Narasimha Rao filed a complaint stating that the death claim under the policy of his deceased mother was wrongly repudiated by LIC of India. Hence, he requested for settlement of the death claim.

I have carefully considered all the written and oral submissions of both the parties and the documentary evidence adduced by them. It is observed from the copy of Discharge Summary dated 11.3.2008 of Lalitha Super Speciality Hospital, Guntur, pertaining to the deceased life assured, that she was admitted into the hospital on 2.3.2008. She had the complaint of "injury of left foot 20 days back followed by pain & swelling". It was further recorded thereon that she was an 'old case of Diabetic Polyneuropathy' and had regular prescription for that problem. 'Angio' was done on her for chest pain 4 years back, and she was under medication for that. It is also observed from the Certification dated 12.4.2014 made by the employer of the life assured that she had taken medical inpatient treatment during the period from 17.3.2007 to 15.10.2012 on different dates, and had availed medical expenses reimbursement. All that information about the ailments she suffered and the treatment taken was pertaining to the period much prior to her proposal for insurance; however, she did not disclose the same. Thus, it is established that the life assured

had concealed the material information with regard to her 'personal health history' in the proposal and obtained the policy fraudulently.

The contract of insurance is one of 'utmost good faith' and both parties to the contract shall disclose all facts, whether material or not, in full, to the other. Since the life assured did not disclose her 'correct health particulars' in the proposal for insurance, the insurer cannot be made liable to pay the sum assured under the policy.

In view of the aforesaid reasons, I hold that the repudiation of death claim was in terms of the policy and decision of the insurer does not need any interference.

In result, the complaint is dismissed without any relief.

oo

Hyderabad Ombudsman Centre
Case No. L - 029 -1415 – 427 & 428

Smt. Nalumaru Padmavathi
Vs
L I C of India, DO Nellore

Award Dated : 24.02.2015

Smt. Nalumaru Padmavathi Devi wife of late Sri N. Balarami Reddy filed a complaint stating that death claim under two policies of her deceased husband was wrongly repudiated by the insurer. Hence, she requested for settlement of the claim.

I have carefully considered all the written and oral submissions of both the parties and the documentary evidence adduced by them. It is evident from the documentary evidence furnished by the insurer, in the form of certification made by the authorities of Municipal Corporation, Nellore that the date of birth of the life assured's younger brother, by name Mr. Nalumaru Narayana Reddy, was 1.7.1951 and he was 59 years old in 2010. This leads to a conclusion that the age of the deceased life assured should have been higher than his younger brother, i.e. more than 60 years old in the year 2010 when these policies were issued.

**Hyderabad Ombudsman Centre
Case No. L - 036 -1415 - 420**

**Sri Chadala Srinivasa Rao
Vs
Reliance Life Insurance Co. Ltd.**

Award Dated : 30.03.2015

Sri Chadala Srinivasa Rao filed a complaint stating that the death claim under the policy of his deceased father was wrongly repudiated by Reliance Life Insurance Company Limited. Hence, he requested for settlement of the death claim.

I have carefully considered all the written and oral submissions of both the parties and the documentary evidence adduced by them. It is evident from the documentary proof furnished by the insurer, in the form of endorsement made by the Head Master, MPUP School, Perurupadu, Bollapalli Mandal on the copy of the 'Record Sheet' purportedly issued on the name of the deceased life assured that it was not emanated from that School. Further, on a close scrutiny of the said document, it is observed that the deceased life assured was admitted into that school on 16.6.1956 and left on 23.4.1961; and affixed the seal of the school as "Head Master, M.P.U.P.School, Perurupadu, Bollapalli Mandal. However, during the period from 1956 to 1961 there was no system of MPUP Schools; and in fact, no Mandal System at all. Hence, I am convinced that the age proof furnished by the deceased life assured along with his proposal for insurance was 'fabricated'. Further, as per the Electoral Roll-2014 for 219 Gurajala Assembly Constituency, Machavaram Village, under serial no. 195 of the list, the deceased life assured name was appearing as deleted, and his age was stated as '67'. During the hearing, the insurer had argued that the policy would not have been issued to him on the basis of a non-standard

age proof. As such, the deceased life assured was ineligible for insurance and there was no possibility of obtaining the policy.

Based on the aforesaid evidence produced by the insurer, I am convinced that the deceased life assured had obtained the insurance policy by furnishing fictitious document and false declarations. Hence, I hold that there was concealment of material fact and the policy was obtained fraudulently.

The contract of insurance is one of 'utmost good faith' and both parties to the contract shall disclose all facts, whether material or not, in full, to the other. Since the life assured did not disclose his "actual age" and furnished a 'fake' age proof along with his proposal for insurance, the insurer cannot be made liable to pay the sum assured under the policy.

In the light of the evidence on record and the reasons furnished hereinabove, I hold that the repudiation of death claim under the policy was in order, and action of the insurer does not warrant any interference.

oo

In result, the complaint is dismissed without any relief.

Hyderabad Ombudsman Centre
Case No. L-036-1415-0607

Mr. Bolla Lakshmi Narsu
Vs

Reliance Life Insurance Co. Ltd.

Award Dated : 30.03.2015

Mr. Bolla Lakshmi Narsu filed a complaint stating that the death claim under three policies of his deceased wife was wrongly repudiated by Reliance Life Insurance Co. Ltd. Hence, he requested for settlement of death claim under the said policies.

I have carefully considered all the written and oral submissions of both the parties and the documentary evidence adduced by them. It is

**Hyderabad Ombudsman Centre
Case No. L - 029 -1415 - 774**

**Smt. K. Vijaya Sree
Vs
L I C of India, DO Karimnagar**

Award Dated : 30.03.2015

Smt. Kuchimanchi Vijaya Sree filed a complaint stating that the death claim under the policy of her deceased son was wrongly repudiated by LIC of India, Karimnagar Division. Hence, she requested for settlement of the death claim.

On a careful consideration of the written and oral submissions of both the parties and the documentary evidence adduced by them, it is observed that the insurer had repudiated the death claim under the policy relying on the endorsement contained on the Death Summary pertaining to the deceased life assured issued by the Yashoda Hospital, Somajiguda, Hyderabad. It was stated thereon under the column of 'Past History' as 'Known case of Cortical venous thrombosis – 5 years back and taken treatment for 2-3 years and stopped', and 'known case of amoebic dysentery 2 months back'. However, in support of that endorsement, the insurer could not furnish any contemporaneous evidence. It is not uncommon that in most of the cases, the patient would be admitted into the hospital in a condition where he would not be in a position talk/reveal anything about his ailments. Somboddy who accompany the patient would answer the questions of the doctors about the patient. As such, there was a possibility of wrong recording of 'past history' etc. by the doctors at the time of admission; hence, contemporaneous evidence is required in support of the contention of the insurer.

JAIPUR OMBUDSMAN CENTRE

**Life – Death
02.02.2015**

Order Date:-

M.L. Sain

Birla Sun Life Insurance

V/s

Complainant

Respondent

**Order No. IO/JPR/A/LI/0007/2014-15
Birla-776-12**

Case No.LI-

Under the Redressal of Public Grievances Rules, 1998

Brief Background: (Repudiation of death claim)

The case of complainant in that a policy bearing number 004658327 on life of Shri Vikas Kumar was issued w.e.f. 20.01.2011 with half yearly premium of Rs.3583/-, SI for Rs. 22 lac.. The LA died on 26.01.2011. The complainant has preferred a death claim on the respondent Insurance Company but the same was refused contending that the LA was already suffering from disease prior to obtaining of the policy.

The insurer in its reply/SCN has denied claim payment contending that DLA was suffering from Anemic and chronic Kidney disease long before obtaining the policy and suppressed the material facts. The company has submitted BST dated 15.11.2010 supporting their decision for denial.

During hearing the respondent co. produced evidence in support of disease as mentioned above, since 15.11.2010. Policy was issued w.e.f. 20.01.2011 and the LA died on 26.01.2011. The complainant simply maintained that there was no such disease. In view of these facts and circumstances, the complaint was dismissed as not justifiable.

**Life – Death
25.03.2015**

Order Date:-

Chandini

Tata Aia Life Insurance

V/s

Complainant

Respondent

**Order No.IO/JPR/A/LI/0121/2014-15
No.LI/TATA/581/12**

Case

Under the Redressal of Public Grievances Rules, 1998

Brief Background: (Death Claim)

The DLA had taken policy bearing number 120304262 with date of commencement 22-07-2005(Money Saver Plan) with S.A. 1,00,000/- with term 21 years from the insurance company. The insured had paid premium up to 2010 only (Rs. 9237*6). The insured died on 18-08-2012 and his nominee submitted claim forms with the responded company. The death claim was repudiated on the ground that the policy was lapsed at the time of death and paid up value Rs. 2.54 was paid to nominee by the respondent company.

The insurer in its reply/SCN contended that the policy was lapsed at the time of the death of the LA due to nonpayment of the renewal premium due and the opposite party (TALIC) rightly repudiated the claim of the complainant and the complaint was liable to be rejected.

During hearing it emerged that on date of death, the policy was lapsed after payment of 6 annual premiums. The company had already paid cash back amount of Rs. 10000/- each on completion of third year and six year as per T&C of the policy. The company failed to provide the basis of Rs. 2.54 computed as allowable to the complainant. As per T&C of the policy, Non- forfeiture provisions- option 2

As per this reduced paid up insurance works out to Rs. 28571/- + Bonus for 6 years.

In view of these facts and circumstances, It was awarded that the company shall pay an amount of Rs. 40,000/- to the complainant as full and final settlement of the grievance/ complaint.

**Life – Death
19.02.2015**

Order Date:-

Geeta Devi

Life Insurance Corpn. Of India

V/s

Complainant

Respondent

**Order No. IO/JPR/A/LI/0064/2014-15
LIC-577-12**

Case No.LI-

Under the Redressal of Public Grievances Rules, 1998

Brief Background: (Repudiation of death claim)

The case of complainant in that a policy bearing number 198049659 on life of Shri Gopal Sharma was issued w.e.f. 15.12.2010, SI for Rs. 1,25,000/- with the yearly premium Rs. 6005/-. The insured died on 30.04.2011. The complainant has preferred a death claim on the respondent Insurance Company but the same was refused contending that the LA was already suffering from "Cancer" disease prior to obtaining of the policy.

The insurer in its reply/SCN has denied claim payment contending that DLA was suffering from "Cancer" disease long before obtaining the policy and the DLA was hospitalized before taking above insurance cover. The BHT report is also explaining the same hence suppressed the material facts. The insurer has requested to close the above complaint.

During hearing the respondent co. produced evidence in support of radiotherapy done to DLA for cancer of large intestine at S.M.S Hospital Jaipur on 19/10/2010 and 20/11/2010, two months before the policy was taken. Since the information was not disclosed at the time of taking the policy, the claim was rightly repudiated. In view of these facts and circumstances, The complaint was dismissed the complaint as not justifiable.

Life – Death
24.02.2015
Meera Devi

Order Date:-

Max Life Insurance Company Ltd.

V/s

Complainant

Respondent

Order No. IO/JPR/A/LI/0007/2014-15
Max-430-12

Case No.LI-

Under the Redressal of Public Grievances Rules, 1998

Brief Background: (Repudiation of Death Claim)

The complainant informed that her husband took above policy from the respondent insurance company ltd on 20.12.2011. The policy number 858999378 on the life of Smt Pallavi Devi was issued wef 28.11.2011 annual premium Rs. 11627/- for SI of Rs. 7 lac She died on 01.03.2012. The complainant has approached insurance company for loss of Rs. 5 lac being insurance policy amount on dated 31.05.2012. The complainant has approached the respondent Insurance Company for the claim but the same was refused.

The insurer in its reply/SCN has submitted in their reply as per letter dated 09.05.2012 that the LA was suffering from 15.07.2011 which is prior to signing of proposal form and signed the proposal form without disclosing the material information regarding her health. Hence expressed their inability to par the claim.

During hearing, it emerged that the policy was effective w.e.f. 20/12/2011, when the first premium was paid. The policy bond was not received. The DLA died on 08/02/2012. The company claims that it rejected the policy on 10.02.2012, intimated the complainant on 23.02.2012 without giving any reason and repudiated the claim for insurance. The company could not explain as to why the policy was not issued for more than 50 days. After discussion, the co. informed its willingness to settle the claim for Rs. 602300/- vide its E-mail dated 24/02/2015.

In view of these facts and circumstances, It was awarded that the company will settle the claim of the complainant by paying full amount of SI Rs. 602300/- as full & final settlement.

KOCHI

**AWARD NO.IO/KOC/A/LI/0097/2014-15
COMPLAINT NO.IO/KCH/LI/21-009-343/12-13**

Award passed on 10.10.2014

**Sri. Manu Namboothiri Vs. Bajaj Allianz Life Insurance Co.Ltd.
Repudiation of death claim**

The complainant's father had two policies with the Respondent-Insurer bearing Nos. 175900332 and 169036584. His father expired on 28.03.2012 and death intimation was given to the Changanacherry Branch of the insurer. The claims were repudiated citing non-disclosure of material information, i.e., 4 to 5 years diabetes, treatment for generalized Arthralgia, multiple large joint pain and low back ache. The company has refunded the accrued maturity value of Rs. 1,53,099/- under the first policy and the fund value of Rs. 1,86,544/- in the second policy. The complaint is disposed of with a direction to the Respondent-Insurer to pay death benefit (less amount already paid) to the complainant.

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**AWARD NO.IO/KOC/A/LI/0099/2014-15
COMPLAINT NO.IO/KCH/LI/21-001-758/12-13**

Award passed on 10.10.2014

**Smt. S. Leela Vs. L.I.C. of India
Repudiation of death claim**

The late M Hari had taken a policy from LIC of India (policy No 783452528) the commencement of the policy is on 28/10/2006. The policy was revived by on the basis of a "Personal Statement Regarding health) dated 21/05/2011 and the arrears of premium from 07/2008 till 04/2011. The assured late M Hari died on 24/11/2011. Complainant submitted a claim to the respondent Insurer, but the claim was repudiated stating that the life assured was suffering from and under treatment for "Crohn's Disease" at the time of reviving the policy, there is suppression of material facts. Hence this complaint.

Respondent-Insurer to pay to the complainant return of premiums paid by deceased M Hari on Ex-gratia basis within the period prescribed hereunder.
No cost.

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**AWARD NO.IO/KOC/A/LI/0100/2014-15
KOC-L-029-1415-0209**

Award passed on 10.10.2014

**Sri. P. Maniyan Pillai Vs. L.I.C. of India
Repudiation of death claim**

M Hari had taken a policy from LIC of India (policy No 783978410) the commencement of the policy is on 28/03/2008. The policy was revived by on the basis of a "Personal Statement Regarding health) dated 21/05/2011 and the arrears of premium from 06/2008 till 03/2011. The assured late M Hari died on 24/11/2011. Complainant submitted a claim to the respondent Insurer , but the claim was repudiated stating that the life assured was suffering from and under treatment for "Crohn's Disease" at the time of reviving the policy, there is suppression of material facts. Hence this complaint.

The Respondent-Insurer to pay to the complainant return of premiums paid by deceased M Hari on Ex-gratia basis within the period.

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**AWARD NO.IO/KOC/A/LI/0102/2014-15
COMPLAINT NO.IO/KCH/LI/21-009-993/12-13**

Award passed on 10.10.2014

**Dr. Cessy Job Vs. Bajaj Allianz Life Insurance Co.Ltd.
Repudiation of claim**

Deceased Sri. Augustine J Kattady had taken a policy (No. 0046726375) from the Respondent-Insurer in 8/2007. Two annual premiums of Rs. 40,000/- each were paid by the policyholder. On 25.04.2009, the deceased had a fall from the height and sustained fracture of the spine. The treatment took months and the third premium was not remitted in time. Initially, when the policy was taken it was informed that the particular plan covers life and medical expenses. However, during the treatment, an application was made for reimbursement of medical expenses. The Respondent-Insurer has denied the claim stating that the concerned benefits were not opted for under the proposal for insurance.

After a few months, the respondent-Insurer started sending letters and SMSs regarding the revival of the policy. The complainant has enquired at the Kottayam Office of the Respondent-Insurer about the revival process.

She was asked to bring Sri. Augustine to the Office, for revival of the policy. Accordingly, the complainant has taken Sri. Augustine to the Kottayam Office of the insurer. Since the lifts were not working an Officer from the office came downstairs to meet him in the car and assist in documentation. The Officer after verifying the treatment details and satisfying about the physical condition, permitted the Life Assured to remit the third premium on 15.12.2010. The Life Assured expired due to

Multilobar Pneumonia on 01.09.2012. The death was intimated and claim preferred. However, the Respondent-Insurer has settled an amount of Rs.98,359/- only instead of the full death benefit. Hence this complaint.

Respondent-Insurer is directed to settle the death benefit (excluding amount already paid).

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**AWARD NO.IO/KOC/A/LI/0108/2014-15
COMPLAINT NO.IO/KCH/LI/21-009-543/12-13**

Award passed on 16.10.2014

**Smt. Molly Baby Peter Vs. Bajaj Allianz Life Insurance Co.Ltd.
Repudiation of Death claim**

The complainant's husband had taken a policy from the respondent Insurer (policy No 260328724, Sum Assured Rs.53000/-, Date of commencement 26/03/2012). Her husband has expired on 30/04/2012. The complainant has preferred a claim to the respondent Insurer, but the same was repudiated for non disclosure of material facts. Appeals to the insurer were in vain, hence this complaint. Relief sought is for the full claim amount.

Complaint is dismissed.

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**AWARD NO.IO/KOC/A/LI/0120/2014-15
COMPLAINT NO.IO/KCH/LI/21-001-960/13-14**

Award passed on 23.10.2014

**Sri. P. G. Soman Vs. L.I.C. of India
Repudiation of death claim**

The complainant's deceased wife had taken a Policy from the respondent Insurer. The death claim was preferred with the Insurer and it was repudiated due to suppression of material facts and withholding information at the time of taking the assurance.

Complaint is DISMISSED.

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**AWARD NO.IO/KOC/A/LI/0123/2014-15
COMPLAINT NO.IO/KCH/LI/21-001-945/13-14**

Award passed on 24.10.2014

**Smt. Anitha Devan Vs. L.I.C. of India
Repudiation of death claim**

The deceased policyholder had taken a policy from the respondent Insurer (No777955144, date of commencement 22/03/2010 . The complainant is the nominee under the policy. The policy was lapsed due to non payment of premium and revived in October 2011 by submitting a "Personal Statement regarding health". Death has occurred in June 2012. Claim forms were submitted but was repudiated by the respondent Insurer citing non disclosure of material facts.

Respondent-Insurer to pay to the complainant the sum assured on Ex-gratia basis within the period prescribed hereunder.

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**AWARD NO.IO/KOC/A/LI/0129/2014-15
COMPLAINT NO.IO/KCH/LI/21-004-202/13-14**

Award passed on 27.10.2014

**Smt. Valsalakumari K Vs. ICICI Prudential Life Insurance Co.Ltd.
Repudiation of death claim**

The deceased policyholder had taken a policy from the respondent-insurer (No. 15187164, date of commencement 11/03/2011). The life assured has expired on 29.10.2012. A claim was preferred with the respondent-insurer, which was repudiated citing suppression of material facts. Hence this complaint.

Respondent-Insurer to pay to the complainant an amount of Fund value as on date of death, on Ex-gratia basis within the period prescribed hereunder.

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AWARD NO.IO/KOC/A/LI/0130/2014-15

KOC-L-029-1415-0099

Award passed on 27.10.2014

Smt. Sheeja Vincent Vs. L.I.C. of India

Repudiation of death claim

The deceased policyholder had taken a policy from the respondent Insurer (No777176246, date of commencement 24/06/2009). The complainant is the appointee; nominee is the son of the deceased LA, under the policy. Death has occurred in April 2012. Claim forms were submitted but was repudiated by the respondent Insurer citing non disclosure/suppression of material facts. Hence this complaint.

Respondent-Insurer to pay to the complainant an amount of Rs One Lakh on Ex-gratia basis within the period prescribed hereunder.

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AWARD NO.IO/KOC/A/LI/0131/2014-15

COMPLAINT NO.IO/KCH/LI/21-001-345/12-13

Award passed on 27.10.2014

Sri. Pramod K.V. Vs. L.I.C. of India

Repudiation of death claim

The deceased policyholder had taken a policy from the respondent Insurer (No778212408, date of commencement 21/04/2010) . the Life assured expired on 26/12/2011 due to cardiac arrest. Claim was preferred with the insurer, which was repudiated citing "non disclosure of pre-proposal illness".

Respondent-Insurer to pay to the complainant refund of premiums on Ex-gratia basis.

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AWARD NO.IO/KOC/A/LI/0132/2014-15

COMPLAINT NO.IO/KCH/LI/21-001-814/13-14

Award passed on 27.10.2014

Smt. Kadheja C.M. Vs. L.I.C. of India

Repudiation of death claim

The deceased policyholder had taken a policy from the respondent Insurer (No771719087, date of commencement 15/01/2011) . The Life assured expired on 07/07/2012 . The cause of death accidental fall in water. Claim was preferred with the insurer, which was repudiated citing "non disclosure of pre-proposal illness" . Hence this complaint.

Respondent-Insurer to pay to the complainant an amount of Rs50,000/- on Ex-gratia basis

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**AWARD NO.IO/KOC/A/LI/0133/2014-15
COMPLAINT NO.IO/KCH/LI/21-001-468/13-14**

Award passed on 27.10.2014

Smt. Kadeeja Vs. L.I.C. of India

Repudiation of death claim

The deceased policyholder had taken a policy from the respondent Insurer (No775591556, date of commencement 27/07/2006). The policy was revived on 07/10/2011 by giving "Personal; Statement regarding health". The life assured has expired on 05/02/2012. A claim was preferred with the respondent Insurer, which was repudiated citing suppression of material facts at revival stage.

**Respondent-Insurer to pay to the complainant an amount of Rs.50,000/-,
on Ex-gratia basis.**

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**AWARD NO.IO/KOC/A/LI/0134/2014-15
COMPLAINT NO.IO/KCH/LI/21-004-624/13-14**

Award passed on 27.10.2014

Smt. C. Girija Vs. ICICI Prudential Life Insurance Co.Ltd.

Repudiation of death claim

The deceased policyholder had taken a policy from the respondent Insurer (No16383419, date of commencement 09/02/2012) The deceased has paid one yearly premium of Rs. 50,000/-. The life assured has expired on 15/10/2012. At the time of taking the policy he has disclosed all his ailments and medical conditions to the agent. Trusting the agent to have given the correct information, the deceased has not verified the details on receipt of the policy. It is only when the death claim was repudiated that the details were looked into by the complainant.

**Respondent-Insurer to pay to the complainant an amount of Rs.50,000/-
on Ex-gratia basis.**

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AWARD NO.IO/KOC/A/LI/0185/2014-15
COMPLAINT NO.IO/KCH/LI/21-009-804/2012-13
Award passed on 13.11.2014
Sri..Brilly Raphel Vs. Bajaj Allianz Life Insurance Co.Ltd.

The complainant has taken 4 policies from the respondent Insurer in 2007. The complainant has paid an amount of Rs.2,25,000/- totally on all the four policies put together. The complainant has received only Rs.1,82,261/- as the surrender value after surrendering the same after 4 years. Hence the complaint.

Respondent Insurer to pay an amount of Rs 10,000/- (Rupees Ten Thousand only) as "ex- gratia".

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AWARD NO.IO/KOC/A/LI/0188/2014-15
COMPLAINT NO.IO/KCH/LI/21-018-510/2012-13
Award passed on 14.11.2014
Smt. Latha Sugathan Vs. IDBI Federal Life Insurance Co. Ltd.
Repudiation of death claim

The complainant is the wife of the deceased policyholder, Sri Sugathan. The deceased had taken a policy from the respondent Insurer while availing a housing loan from IDBI Bank. The respondent Insurer has assured at the time of taking the policy that if "unfortunate death" happens then the sum assured under the policy would be payable. The life assured has died on 15/03/2011 due to "terminal cardiac respiratory arrest". Claim was preferred, which was repudiated by the respondent Insurer citing "non disclosure of material facts". Appeal to the insurer and a legal notice elicited the same reply that the insurer stands by the repudiation.

Respondent-Insurer to make a refund of premium paid under the policy on ex-gratia basis.

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AWARD NO.IO/KOC/A/LI/0230/2014-15
COMPLAINT NO.IO/KCH/LI/21-001-180/13-14
Award Passed on 21.11.2014
Smt. G.Jebina Sabir Vs. L.I.C. of India
Repudiation of death claim

The complainant's husband had taken a policy from the respondent Insurer (policy No 780443407) where the payment was through the salary savings scheme for Government employees. The deceased was a gazetted officer who was drawing salary by self and he was irregular in drawing his salary.

However, when he used to draw the salary, he would deduct all the outstanding monthly dues of the premium and remit the same to the insurer. He has not drawn salary for the months of 02/09 to 04/09 and the same was disbursed to the complainant after the life assured's death.

The premiums were also deducted and remitted to the respondent Insurer. However, the insurer has not paid the full claim amount, hence this complaint.

Complaint is dismissed.

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AWARD NO.IO/KOC/A/LI/0232/2014-15
COMPLAINT NO.IO/KCH/LI/21-001-223/2013-14
Award Passed on 21.11.2014
Sri. S Murali (POA Mr Shaji) Vs. L.I.C. of India
Repudiation of death claim

The complainant's wife had taken a policy from the respondent Insurer (policy No 785033533), date of commencement is 21/06/2010. The premiums are paid quarterly. The life assured died on 25/04/2012 and a claim was preferred. The Insurer has rejected the claim stating that the policy was lapsed and claim was not payable.

Respondent Insurer to pay the claim.

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**AWARD NO.IO/KOC/A/LI/0251/2014-15
COMPLAINT NO.IO/KCH/LI/21-001-746/13-14**

Award Passed on 03.12.2014

**Smt. Sanaja Bijunath Vs. L.I.C. of India
Repudiation of death claim**

The complainant's husband had taken 2 policies from the respondent Insurer (policy no 792545796 in 03/2000 and policy no 797241724 in 07/2010). The life assured died on 11/11/2012. Claims were preferred with the insurer. The claims were repudiated by the insurer. Appeals to the higher office of the insurer also did not have any effect, hence this complaint.

Respondent Insurer to pay Rs.50,000/- as Ex-Gratia.

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**AWARD NO.IO/KOC/A/LI/0252/2014-15
COMPLAINT NO.KOC-L-029-1415-0125**

Award Passed on 03.12.2014

**Dr. V. Achuthan Vs. L.I.C. of India
Repudiation of death claim**

The complainant is the husband of the deceased policyholder who had taken a policy from the respondent Insurer (policy No 798002091 date of commencement 03/05/2012). The complainant's wife had a sudden chest discomfort on 05.06.2012 and underwent by pass surgery on 11/06/2012. Due to post operative complications she died on 13/06/2012. A claim was preferred which was repudiated by the respondent Insurer.

Complaint is dismissed.

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**AWARD NO.IO/KOC/A/LI/0253/2014-15
COMPLAINT NO.IO/KCH/LI/21-001-443/12-13**

Award Passed on 03.12.2014

**Smt. Fathima Vs. L.I.C. of India
Delay in death claim settlement**

The complainant's deceased husband had taken a policy from the respondent Insurer in 03/2007. He died on 04/05/2010 and a claim was preferred with the insurer. The claim was settled after 22 months without any interest on delayed payment, hence this complaint.

Complaint is dismissed.

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**AWARD NO.IO/KOC/A/LI/0300/2014-15
COMPLAINT NO.IO/KCH/LI/21-002-535/13-14
Award Passed on 18.12.2014
Smt. Sainaba Rahim Vs. SBI Life Insurance Co. Ltd.
Repudiation of claim**

The complainant's deceased husband had taken a policy from the respondent Insurer. She preferred a claim after his death and was informed that nothing was payable as the policy was lapsed as on date of death, hence this complaint.

Respondent Insurer to settle as Ex Gratia the premiums received on the policy to the complainant.

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**AWARD NO.IO/KOC/A/LI/0304/2014-15
COMPLAINT NO.IO/KCH/LI/21-001-862/13-14
Award Passed on 18.12.2014
Smt. Helen Jain Vs. LIC of India
Repudiation of accident death benefit claim**

The complainant's deceased husband had a policy with the respondent Insurer. He died due to drowning on 29/10/2012. A claim was preferred and the respondent insurer settled the Sum assured under the policy. Accident Benefit was denied, hence this complaint.

Respondent Insurer to settle the accident benefit.

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**AWARD NO.IO/KOC/A/LI/0323/2014-15
COMPLAINT NO.IO/KCH/LI/21-001-165/13-14
Award Passed on 26.12.2014
Sri. M P George Vs. LIC of India
Repudiation of death claim**

The complainant's deceased wife had taken a policy from the respondent Insurer in 2008. The policy was lapsed and was revived in 05/2011. He preferred a claim after her death and was informed that nothing was payable as there was suppression of material information during the revival.

The respondent Insurer to settle as Ex-Gratia an amount of Rs.25,000/-

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**AWARD NO.IO/KOC/A/LI/0454/2014-15
COMPLAINT NO.KOC-L-029-1415-0080**

Award Passed on 23.01.2015

**Smt. Thankamma Amma Vs. LIC of India
Repudiation of death claim**

The complainant's son was holding a life insurance policy (no 783512915). He passed away on 19/06/2012 and a claim was preferred with the insurer. The respondent Insurer has repudiated the claim stating that there was suppression of material information regarding his health while effecting the insurance and hence the claim is repudiated. Appeals were given to the higher offices of the insurer, with no positive result, hence this complaint.

Respondent-Insurer to pay to the complainant an amount of Rs.50,000/- (Rupees Fifty Thousand only) on Ex-gratia basis.

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**AWARD NO.IO/KOC/A/LI/0462/2014-15
COMPLAINT NO.KOC-L-041-1415-0241**

Award Passed on 02.02.2015

**Smt. Sindhu K. N Vs. SBI Life Insurance Co. Ltd.
Repudiation of death claim**

The complainant is the wife of Late Anilkumar S who was covered under the SBI Life Policy No 70000011303 (SBT RINN Raksha Home Loan Scheme(Loan No 67249982087) as a precondition for getting housing loan of Rs. 6 lakhs. The application was submitted on 25/03/2013 and was considered for documentation on 28/10/2013 and the loan was disbursed on 30/10/2013. The house was already constructed and he availed only Rs. 4.5 lakhs as against the sanctioned Rs. 6 lakhs which will prove that there was no malafide intention while availing the loan or compulsory insurance. The deceased Anilkumar only knew Malayalam, there was no reading materials given on the insurance, he had to solely depend on the advisors who only spoke about the death benefit and kept it as a precondition for obtaining the loan. The deceased Anilkumar was working in Abquaiq, KSA. He was not suffering from any diseases. The entry into the insurance was only due to the fact that it was a precondition for the loan. On 07/11/2013, the deceased Anilkumar fell unconscious while in the rest room. The diagnosis at that time was Cardiogenic shock, pulmonary oedema. He died on 18/12/2013 due to the complications arising from the same ailments. The deceased was only 49 years old at the time of death and had no previous history of any illnesses. The Insurance forms were signed on 28/10/2013, a loan was raised just to pay the premiums on 24/10/2013 itself. The policy was issued after a delay of 39 days. If the policy was issued in time, the claim would have been payable. As it is, there is a gap of 51 days from date of submission of

**AWARD NO.IO/KOC/A/LI/0552/2014-15
COMPLAINT NO.KOC-L-029-1415-0251
Award Passed on 02.03.2015
Smt. Sreevidya K Vs. LIC of India
Repudiation of death claim**

The complainant's husband was a government servant and was murdered on 04/06/2008 while on duty as a forest guard. The complainant's husband (DLA- deceased Life assured) was holding a policy from the respondent Insurer. A claim was preferred with the insurer, the accident benefit on which was denied, hence this complaint seeking relief of the full accident benefit.

**Complaint is dismissed.
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**AWARD NO.IO/KOC/A/LI/0557/2014-15
COMPLAINT NO.KOC-L-029-1415-0021
Award Passed on 02.03.2015
Smt. C. P. sumadevi Vs. LIC of India
Repudiation of death claim**

The complainant's husband had taken a policy from the above Insurance Company in July, 2011 under single premium mode by remitting Rs.1,53,000/-.The complainant's husband expired on 12/04/2013. The death claim of Rs.2,00,000/- was settled in favour of the nominee, Smt.C.P. Sumadevi. She was not satisfied with the settlement made by the Insurer.

Complaint is dismissed.

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**AWARD NO.IO/KOC/A/LI/0566/2014-15
Complaint No.IO/KCH/LI/21-001-919/13-14
Award Passed on 09.03.2015
Smt. Rebini P George Vs. L.I.C. of India
Repudiation of death claim**

The complainant's now deceased husband had taken a policy for Rs.5 lakhs from the respondent insurer and paid premiums regularly. The policyholder died in an unfortunate accident on 10/07/2013. A claim was preferred which was settled by the insurer. However the insurer has not settled the accident benefit under the policy, hence this complaint, seeking relief for the full accident benefit claim.

Complaint is dismissed.

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**AWARD NO.IO/KOC/A/LI/0567/2014-15
COMPLAINT NO.KOC-L-029-1415-0138
Award Passed on 09.03.2015
Smt. K.B Jasteena Vs. LIC of India
Repudiation of death claim**

The complainant's now deceased husband had taken 4 policies from the respondent insurer and paid premiums regularly. He expired on 15/06/2013 due to heart attack. A claim was preferred with the respondent insurer on all the 4 policies. The insurer has settled the claim in 3 policies and repudiated the claim on the 4th policy, which was repudiated due to suppression of material facts. Appeals to the higher offices of the insurer did not yield any result, hence this complaint seeking the full claim.

Respondent-Insurer to pay to the complainant an amount of Rs.30,000/- on Ex-gratia basis (in addition to the amount sanctioned as ex-gratia by the insurer).

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**AWARD NO.IO/KOC/A/LI/0568/2014-15
COMPLAINT NO.KOC-L-029-1415-0013
Award Passed on 09.03.2015
Smt. Ambili Santhosh Vs. LIC of India
Repudiation of death claim**

The complainant's now deceased husband had taken a policy from the respondent insurer and paid premiums regularly. He expired on 10/01/2013. A claim was preferred with the respondent insurer which was repudiated due to suppression of material facts. Appeals to the higher offices of the insurer did not yield any result, hence this complaint seeking the full claim.

Respondent-Insurer to pay to the complainant an amount of Rs.50,000/- (Rupees Fifty Thousand only) on Ex-gratia basis.

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**AWARD NO.IO/KOC/A/LI/0569/2014-15
COMPLAINT NO.KOC-L-029-1415-0443
Award Passed on 09.03.2015
Smt. Parvathi. E Vs. LIC of India
Repudiation of death claim**

The complainant's now deceased husband had taken policies from the respondent insurer and paid premiums regularly. He was bitten by a snake on 13/06/2012 at his working place. He underwent treatment at Medical College and expired on 20/06/2012. A claim was preferred with the respondent insurer on all the policies. The insurer has settled the claim on some policies and repudiated the claim on 2 policies, which was due to suppression of material facts. Appeals to the higher offices of the

insurer did not yield any result, hence this complaint seeking the full claim, hence this complaint.

Respondent-Insurer to pay to the complainant an amount of Rs.50,000/- under policy 795389016 and Rs.1,00,000/- under policy 795389349 on Ex-gratia basis (This includes the ex-gratia sanctioned by LIC already and only balance amount to be paid if the insured has already been paid the ex-gratia ordered by LIC).

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**AWARD NO.IO/KOC/A/LI/0571/2014-15
COMPLAINT NO.KOC-L-029-1415-0180
Award Passed on 09.03.2015
Smt. Biji Sunny Vs. LIC of India
Repudiation of death claim**

The complainant's now deceased husband had taken a policy from the respondent insurer and paid premiums regularly. He expired on 31/10/2013 due to heart failure. A claim was preferred with the respondent insurer which was repudiated due to suppression of material facts. Appeals to the higher offices of the insurer did not yield any result, hence this complaint seeking the full claim.

Respondent-Insurer to pay to the complainant an amount of Rs.1,00,000/- on Ex-gratia basis.

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**AWARD NO.IO/KOC/A/LI/0609/2014-15
COMPLAINT NO.KOC-L-029-1415-0271
Award Passed on 20.03.2015
Smt. Shaji Daniel Vs. LIC of India
Repudiation of death claim**

The complainant's deceased husband was issued a policy (No 395507821) by the respondent insurer after the satisfying a medical examination by the Insurer's Authorised Medical examiner. The assured died on 08/06/2013 due to acute coronary syndrome as opined by the hospital. A claim was preferred by the claimant to the office of the respondent insurer which was repudiated vide letter dated 26/12/2013 stating that the deceased had made false information/declaration with regard to his health condition in the proposal form. Aggrieved by the actions, an appeal was preferred to the higher authorities, which was also turned down citing suppression of material facts.

Complaint is dismissed.

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review of the matter which also did not yield any result. Hence, she filed a petition before this Forum.

Respondent company to pay a sum of Rs.1,00,000/- (Rupees One lakh only) under all the 3 policies put together, as ex-gratia.

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AWARD NO.IO/KOC/A/LI/0670/2014-15

COMPLAINT NO.KOC-L-029-1415-0223

Award Passed on 31.03.2015

Smt Annies Robins Vs. LIC of India

Repudiation of death claim

The complainant is the daughter of Smt. Sheela who had a policy (no 780488762). The complainant's mother died on 19/05/1995. At that time the complainant was only 31 days old. The deceased life assured (DLA) was under treatment at SAT Medical College while she died. The complainant's father also died subsequently. The complainant has become a major and then preferred a claim with the insurer, who has repudiated the same citing it is time barred. The complainant could not produce any records as the matter pertains to the year 1995, a good 20 years back. However she requests that the claim be paid.

Respondent insurer to settle the eligible death claim under the policy as Ex-Gratia.

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AWARD NO.IO/KOC/A/LI/0682/2014-15

COMPLAINT NO.IO/KCH/LI/21-008-772/2013-14

Award Passed on 31.03.2015

Smt Hemalatha Vs. Kotak Mahindra Old Mutual Life Insurance Ltd.

Repudiation of Death Claim

The complainant's husband had taken a conventional policy from the respondent Insurance Company, in March, 2012, by remitting Rs.1,00,000/- as yearly premium. Her husband expired on 20/04/2013.

The second premium due on 15/03/2013 has not been paid and as a result the policy was lapsed. The death claim preferred by the complainant was rejected by the insurer. Her appeal to the Grievance cell of the Insurer for reconsideration of the claim was also in vain. Hence, she filed a petition before this Forum.

Respondent insurer to pay Rs.1,00,000/- (Rupees one lakh only) as ex-gratia.

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**AWARD NO.IO/KOC/A/LI/0712/2014-15
COMPLAINT NO.KOC-L-041-1415-0005**

Award Passed on 31.03.2015

**Smt. V Rethi Vs. SBI Life Insurance Co. Ltd. (Kasaragod)
Repudiation of death claim**

The complainant along with the deceased life assured (DLA) had taken a housing loan from State Bank of Travancore who insisted on an Insurance policy before sanctioning of the loan. The policy was taken through the bank itself just before approval of housing loan in 12/2012. The complainant's husband died on 27/06/2013 due to a massive heart attack.

Days later a claim was preferred with the insurer who has repudiated the claim citing suppression of material information at the time of taking the policy. Aggrieved by this the complainant approached the Grievance Redressal Cell for which there was no reply. The complainant filed a complaint in this Forum on 03.04.2014. In the meantime the bank started recovery proceedings for the housing loan. The complainant had further filed a Writ Petition in the Hon. High Court as there was no Ombudsman at this centre and prayed that the court stay the recovery proceedings.

The Hon.High Court has disposed off the writ by staying the recovery while directing the Ombudsman (who was since appointed) to hear and dispose the case in two months time.

Complaint is dismissed.

OO

KOLKATA

**OFFICE OF THE INSURANCE OMBUDSMAN,
HINDUSTHAN BUILDING ANNEXE, 4TH FLOOR
4, CHITTARANJAN AVENUE KOLKATA – 700 072**

AWARD IN THE MATTER OF

Complaint No. : 03/21/02/L/04/13-14

Nature of Complaint : Repudiation of death claim

Category under RPG Rules, 1998 : 12 (1) (b)

Policy No. : 84000000210

**Name & Address of the Complainant : Smt. Usha Kiran Sinha,
302, Shamni Apartment,
Buddha Colony, Bihar,
Patna – 800 001**

**Name & Address of the Insurer : SBI Life Insurance Co. Ltd.
CPC Kapas Bhavan,
Plot - 3A, Sector-10
CBD, Belapur, Navi Mumbai
Mumbai - 400 614**

Date of hearing : 18.10.2014

Date of Award : 18/10/2014

AWARD

Facts and Submissions

Complainant

The complainant has stated in her petition dated 16th March, 2013 that her husband was an employee of State Bank of India who has covered by a Group Policy viz; Swarna Ganga for S.A. of Rs.6,00,000/- against premium of Rs.600/- on monthly mode. But suddenly her husband died on 12.09.2012 due to cardiac respiratory failure in a case of High Grade Spindle Cell Sarcoma with pleural effusion. She has stated that though her

husband was under treatment of TATA Memorial Hospital, but after operation and plastic surgery on 29.04.2011, he was reported by the treating doctor as healthy could walk without support. So, there was no relation of death with the disease as claimed by the insurer. The insurer repudiated the claim due to suppression of material facts regarding his pre-existing diseases.

Insurer

The insurer in their written submission (SCN) dated 16th May, 2013 has informed us that the husband of complainant had entered into the group scheme named Swarna Ganga and the date of signing the membership form/DGH was 21.06.2011. The risk commenced on 01.08.2011 for a sum assured of Rs.6.00 lakhs. They stated that for getting the insurance cover, the LA submitted a declaration of good health along with all other details in the membership form confirming that he is in sound health and does not suffer from any illness or critical illness. But it is found from the documents that the DLA was suffering from Spindle Cell Sarcoma prior to the date of enrollment into the insurance scheme. Therefore, they repudiated the claim due to suppression of material facts regarding pre-existing disease.

HEARING

Both the parties to the Complaint were called for a personal hearing at Patna on the 18th of October, 2014 and the Hearing was attended by both the parties to the complaint.

The Complaint stated that her husband had an operation but after that he was attending office regularly. On promotion, he automatically became entitled for entry into Group Scheme with higher cover. His employer had full knowledge of his illness and the operation he had undergone but allowed his entry as a member in the higher group. Now, the claim should not be denied.

The Insurer stated that the deceased life assured had signed the declaration of good health while entry into the new group and while making the declaration he had suppressed the details of his pre-existing disease and operation. This was suppression of material facts and the they had repudiated the claim on the basis of suppression of material facts.

DECISION

It is observed from the papers and documents submitted to this forum that the policyholder was an employee of State Bank of India and got himself insured in the Swarna Ganga group policy where the privities of the contract is between the master policyholder and the Insurer. The contract of insurance is entered into between the group policy holder and SBI Life. The individual members of the Master Policy are issued "Certificate of Insurance" as evidence of their membership of the Group Scheme. The date of commencement of the policy was 01.08.2011 and proposal date was 14.06.2011. The membership/DGH was signed by the LA on 21.06.2011. But the LA died on 12.09.2012 due to Cardio Respiratory Failure in a case of High Grade Spindle Cell Sarcoma with pleural effusion. While scrutinizing the papers and documents submitted by both the parties, it is found that the DLA was suffering from Spindle Cell Sarcoma prior to the date of enrollment into the insurance scheme. This is evident from the prescriptions dated 20.01.2011 given by Dr. K.N. Verma, Medical Officer of SBI who referred him to Orthopedic Oncology, Tata Memorial Hospital where he registered on 02.02.2011 as Case no.CH/02743 and it is established from the Admission Slip dated 02.04.2011 that he was admitted therein on 03.04.2011. The Histopathology report dated 17.02.2011 of Tata Memorial Hospital states "thigh mass, biopsy; High grade spindle cell sarcoma." The laboratory reports dated 03.04.2011, microbiology report dated 18.04.2011, Consent for surgical procedure dated 05.04.2011, Consent for Radiation therapy dated 21.04.2011 establishes that the LA had undergone medical tests, surgical procedure and radiation therapy prior to the date of commencement of the policy. It

is also evident from the certificate issued by Palliative Care Clinic of Tata Memorial Hospital that the DLA was a known case of Spindle Cell Sarcoma. The death certificate issued by Indira Gandhi Institute of Medical Sciences, Patna states that the cause of death of the DLA was Cardio Respiratory Arrest due to High Grade Spindle Cell Sarcoma with Pleural effusion. The insurer has established the suppression of material facts regarding pre-existing disease/treatment by submitting sufficient documentary evidences. The LA was a Field Officer, so it is expected that he had put signature in Declaration of good health laid down in the Membership form after having read and understood. Had he disclosed the truth regarding his disease and treatment the underwriting decision would have been different. It is established that he had deliberately suppressed the facts and took the policy. The deliberate misstatement made by the LA has violated the principle of utmost good faith. It is also evident that the Employer also became a passive accomplice, insofar as they did not perform their part of the responsibility for ensuring the member's eligibility, as entailed upon them vide Ref. No. GRP/OPS/11-12/SG/382 dated 29/09/2011 although they had full knowledge of history and progress of the employee's illness/ operation which was a matter of official record.

The decision of the Insurer in repudiating the Death Claim is upheld. However, in view of her dire financial circumstances, the complainant is advised to approach her late husband's erstwhile employer who may reconsider her appeal in view of the facts stated above.

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**OFFICE OF THE INSURANCE OMBUDSMAN,
HINDUSTHAN BUILDING ANNEXE, 4TH FLOOR
4, CHITTARANJAN AVENUE KOLKATA – 700 072**

AWARD IN THE MATTER OF

Complaint No. : 324/21/009/L/05/2013-14

Nature of Complaint : Repudiation of death claim

Category under RPG Rules, 1998 : 12 (1) (b)

Policy No. : 191575635

Name & Address of the Complainant : Smt. Seema Singh
Vill-Kokna, PO-Parmanadpur,
Via – Sitamarhi, Bihar - 843302

Name & Address of Co. Ltd, the Insurer : Bajaj Allianz Life Insurance
Finserv, Survey No.S/208/B-1
Biman Nagar, Behind Weikfield IT
Bldg.,
Nagar Road, Pune - 411 014

Date of hearing : 18/10/2014

Date of Award : 18/10/2014

AWARD

Facts and Submissions

Complainant

The complainant has stated in her petition dated 25.04.2013 that she is the wife of the Deceased Life Assured (DLA) Late Mr. Vinay Singh and nominee of the policy no. 191575635. She has informed that her husband has taken the aforesaid policy on 03.12.2010 under yearly mode for a sum assured of Rs.1,75,000/- against premium of Rs.15,100/- for 15 years term. But within 621 days from the date of commencement of the policy, the LA died on 15.08.2012 due to heart attack. She submitted all the

papers applying for death claim on the life of her husband, but the insurance company repudiated the same due to submission of fake age proof at the time of accepting the insurance policy. In her complaint she has mentioned that the copy of original certificate issued by Kokna Primary School in the letter head of Education department, Bihar was submitted during proposal stage which had been misplaced by the insurer.

Insurer

The insurer in their written submission (SCN) dated NIL received by us on 02.07.2013 has intimated us that the above policy was taken on 03.12.2010 by the husband of the complainant. But the LA died on 15.08.2012 i.e. within 621 days from the date of commencement of the policy. The claim being very early in nature, they conducted investigation and found that deceased life assured had submitted fake age proof viz; School Leaving Certificate resulting into misrepresentation of facts at the issuance stage. They have also submitted the copies of School Leaving Certificate, Voter ID no.GSJ5564174 and birth certificate. The complainant deliberately misstated his age and concealed the same during the proposal of insurance a copy of SLC containing the note of Head master of school denying about the issuance of aforesaid School Leaving certificate as no such name was registered. As a result of which they have repudiated the death claim with valid ground.

HEARING

Both the parties to the Complaint had been asked to appear before the Ombudsman at Patna on the 18th of October, 2014 and the hearing was attended by both parties.

The Complainant stated that the Insurer has refused to pay the Death claim on the plea that we submitted fake age proof. This is a lie – we submitted a copy of the original age proof which the agent misplaced and replaced the same with a document that was arranged by him. When

challenged he had assured that nothing will happen. Now the same false age proof is being used a plea to repudiate the claim.

The Insurer stated that they have repudiated the claim on the basis of false age proof as per Sec.45 of the Insurance Act, 1938.

DECISION

We have gone through the documents available on record and have heard the submissions of both the parties.

After a thorough scrutiny of the documents it was found that the policy was taken by the LA on 03.12.2010 and at the time of entering into the contract, he mentioned his date of birth in the proposal form as 04.03.1967 i.e. 44 years of age where he submitted certificate issued by Kokna Primary School in the letter head of Education department, Bihar as a proof of age along with the duly filled in and signed proposal forms. As the claim was very early in nature, the insurer conducted an enquiry from which it was revealed that the DLA submitted fake age proof by means of SLC issued by Birakh Primary School near Sursand where his date of birth was mentioned as 04.03.1967 issued on 31.12.1978, but the same was denied by the school authority giving a note therein that the name of complainant was not found to be registered. They have also submitted a copy of birth certificate issued by School at Kokna. It is confusing if the complainant had submitted SLC towards age proof as stated by the insurer, how they could collect a certificate issued by the school authority at Kokna, Parmanandpur, Sitamarhi which has been submitted by them. We also find that in the letter dated 26.12.2012 and complaint dated 25.04.2013, the complainant alleged that her husband used to read in a local primary school at Kokna for which he submitted a certificate issued by Kokna Primary School in the letter head of Education Department, Bihar as age proof issued by that school, but the insurer submitted SLC issued by Birakh Primary School near Sursand which is far away from his native village. We

**OFFICE OF THE INSURANCE OMBUDSMAN,
HINDUSTHAN BUILDING ANNEXE, 4TH FLOOR,
4, C.R. AVENUE, KOLKATA – 700 072**

AWARD IN THE MATTER OF

Complaint No. : 349/21/009/L/05/13-14

Nature of Complaint : Repudiation of Death Claim

Category under RPG Rules, 1998 : 12 (1) (b)

Policy Nos. : 207838683

Name & Address of the Complainant : Mrs. Gita Sinha
AT/PO-Jagati (Adikharipara)
PS-Suti, Dt. Murshidabad
Pin – 742224

Name & Address of the Insurer : Bajaj Allianz Life Insurance Co.
Finserv, Survey No.S/208/B-1
Biman Nagar, Behind Weikfield IT Bldg.,
Nagar Road, Pune - 411 014

Date of hearing : 10.03.2015

Date of Award : 30.03.2015

Award No. : IO/KOL/A/LI/0299/2014-2015

BRIEF

Facts and Submissions

Complainant

The complainant has stated in her petition dated 17.05.2013 that her husband purchased the aforesaid policy from Bajaj Allianz Life Insurance Co. Ltd., under T/T-15 for a Sum Assured of Rs.75,000/- against yearly premium of Rs.5795/-. The LA died on 21.09.2012 and his wife, recorded nominee of the policy submitted application for death claim before the insurer, who repudiated the death claim on the ground of suppression of

material facts stating that the DLA had submitted fake age proof along with proposal form while taking the policy.

Insurer

The insurer in their written submission (SCN) dated 15.07.2013 has informed us that the aforesaid policy was issued on the life of Late Purna Chandra Singha(DLA), husband of the complainant. The LA died on 21.09.2012. The duration of the aforesaid policy was 559 days only. Being early claim, they conducted investigation and found that the LA had submitted a fake school certificate in respect of his age proof while taking the policy. Therefore, they have repudiated the death claim on the ground of non-disclosure.

HEARING

Both the parties to the Complaint had been asked to appear before the Undersigned for a Hearing at Kolkata on the 10th of March, 2015 and both the parties were present at the Hearing.

The Complainant stated that her husband had a policy with the Insurer. He died in 2012. When the death claim was made to the Insurer it was not paid to her.

The Insurer stated that they had conducted an investigation into the case and had found that the School Certificate submitted by the DLA at the time of taking the policy was false and fabricated and hence they had repudiated the Claim.

DECISION

We have heard both the parties and have gone through the documents available on record.

In this present Complaint, even if the SLC is alleged to be false and fabricated on the basis of a letter written on a school letterhead, there is in

reality no suppression or misstatement of age as the age of the DLA is 54 years as on date of proposal even if we go by the Voter ID card. But the very certificate on the letterhead of the school, on which the SLC has been stated to be fabricated, is suspect as the phone nos. mentioned therein are non-functional.

The decision of repudiation of the claim by the Insurer is set aside and the Insurer is directed to settle the full amount of the claim along with interest thereon @ 2% above the prevailing Bank Rate (PLR) from the date of lodging of the claim till the date of payment.

oo

**OFFICE OF THE INSURANCE OMBUDSMAN,
4, C.R. AVENUE, HINDUSTHAN BUILDING ANNEXE
4TH FLOOR, KOLKATA – 700 072**

AWARD IN THE MATTER OF

Complaint No. : 679/22/003/L/08/12-13

Nature of Complaint : Repudiation of death claim

Award No. :

Category under RPG Rules, 1998 : 12 (1)(b)

Policy No. : C673906366

**Name & Address of the Complainant : Smt. Alo Saha
Mirchoba, Nutan Colony
PO-Sripally, Dt. Burdwan,
Pin - 713103**

**Name & Address of the Insurer : TATA AIA Life Insurance Co. Ltd.
Legal Department, Chowringhee Court
5th floor, 55, Chowringhee Road,
Kolkata - 700071**

Date of hearing : 26.08.2014

Facts and Submissions

1. Complainant

The complainant has stated in her petition dated NIL received by us on 22.08.2012 that she was approached by the representative of the broker on behalf of TATA AIA Life Insurance Co. Ltd. to purchase the aforesaid policy with an annual premium of Rs.30,000/- to be paid for 3 years which would fetch a guaranteed maturity value of Rs.12.00 lakhs after 15 years. Accordingly she paid Rs.30000/- in the 1st week of September, 2011. After receiving the policy documents, she found that the premium paying term was 15 years as opposed to 3 years, as had been told to her. On 01.11.2011 she lodged a written complaint to the company mentioning the above facts and sought refund of premium after cancellation of the policy. The insurer denied the complaint and refused to refund of premium as the request was submitted to them after free look period.

2. Insurer

The insurer in their written submission (SCN) dated 08.10.2013 has informed us that the policy was purchased by the LA on 12.09.2011 for 15 years premium paying term. They have stated that the complainant was made aware of the details about the terms and conditions and benefits and features and considerations of the plan and the LA had submitted Application Form only after having been fully convinced about the details of the plan. They have further stated that the original policy document was dispatched to the LA via speed post on 16.09.2011 with POD No.EM821973701IN and the same was delivered on 22.09.2011. But on 01.11.2011 the complainant lodged complaint alleging that her agent has mis-sold the policy and had given a wrong product. They stated that it was very clearly written in the policy document that in case policyholder does not agree with any of the provisions of the policy, he/she has the right to cancel the policy by giving a written notice within fifteen days of receipt of

the policy under free look provisions of the policy contract. Therefore, they have rightly refused to cancel the policy and denied refund of premium.

3. HEARING

On the 26th of August, 2014 both the parties were called for personal hearing at Burdwan. The Complainant was represented by her husband Shri Dilip Saha who during his disposition stated that his wife had been offered a policy with 3 year premium paying term and policy term of 15 years. However, on receiving the policy it was observed that the premium paying term was 15 years. His contention was that if the premium paying term had been 3 years, the complainant would have run the policy but it was impossible for them to pay premiums for 15 years.

The Insurer stated that the policy had been issued on the proposer's signing the proposal form after understanding the terms and conditions of the policy fully and that since the policy had not been sent for cancellation within the stipulated 15 days free look period, it was not possible for them to cancel the policy and refund the premium.

AWARD

From the documents on record and the statements of the parties at the hearing, it is evident that the complainant had been misled into signing the proposal forms with a promise of a policy with 3 year premium paying term (hereafter referred as PPT) but was given a policy with a 15 year PPT. There was a very marginal delay on the part of the Complainant in sending the policy for cancellation under free look which further points to the fact that the request for cancellation was not an act of after thought, thereby strengthening the conviction that the policy was mis-sold. Further, the complainant is willing to continue the policy if the PPT is reduced to 5 years.

The Insurer is hereby advised to reduce the term of the policy to 5 years from the Original Date of Commencement of the Policy without any change of premium, revive the policy waiving revival requirements and the

interest. This exercise is to be completed within 15 days of receiving this award and the consent from the complainant under intimation to this Forum.

The complaint is allowed.

oo

**OFFICE OF THE INSURANCE OMBUDSMAN
HINDUSTAN BUILDING ANNEXE, 4HT FLOOR,
4, CHITTARANJAN AVENUE, KOLKATA – 700 072**

AWARD IN THE MATTER OF

Complaint No. : 754/21/017/L/09/12-13

Nature of Complaint : Repudiation of death claim

Category under RPG Rules 1998. : 12 (1) (b)

Policy No. : 00764839

**Name & Address of the Complainant : SRI MANOJ KUMAR,
S/O BIGAN DANGI,
AT/PO-PITIZ,KUSHWAHA CHAUK,
District: Muzaffarpur, Bihar.
PS-ITKHORI, DIST-CHATRA
BIHAR,PIN-825408**

**Name & Address of the Insurer : FUTURE GENERALI INDIA LIFE
INS CO LTD
INDIABULLS FINANCE CENTRE, TOWER-
3,
6TH FLOOR, SENAPATI BAPAT MARG
ELPHINSTONE(W)
Mumbai – 400013.**

Date of hearing : 13.11.2014

Award Date : 02.12.2014

AWARD

Facts and Submissions

Complainant

The complainant is the son of Deceased Life Assured (DLA) Late Shibani Devi who had purchased a policy bearing no. 00764839 under Future Generali Saral Anand Insurance Plan on her own life . on 23rd Feb, 2011.

The complainant has stated in his petition dated 05.09.2012 filed before this Forum, that after the death of his mother on 17.12.2011, he has applied to the insurance company for death claim. But the claim was repudiated by the insurer vide their letter dated 28.03.2012 on the ground of suppression of material facts on health ground. Again the complainant represented his claim before the Claim Review Committee of the insurer vide letter dated 06.07.2012. The complainant again received a letter dated 26.07.2012 upholding the decision of repudiation.

Insurer

The insurer has stated in their written submission dated 22.07.2014 that the DLA Smt Shibani Devi duly filled and signed proposal form bearing application number Ts4195004, dated 20.02.2011 ,proposed for the Future Generali Saral Anand Insurance plan.The life assured had in the said proposal form provided the following answers to questions asked under Question No 9.3,9.5 and 9.6:

Q No	Question	Answer
9.3	In the past 3 years , have you undergone or been advised or are likely to undergo within the next 30 days any medical investigations?	NO
9.5	Have you ever been treated for symptoms of cancer/tumor/cyst, diabetes, heart related disease ,high	NO

	blood pressure, urinary kidney disorder, liver or gastrointestinal disorder, epilepsy, psychiatric or nervous system disorder , respiratory or blood disorder, any physical deformity, partial or complete blindness, any eye disorders or hearing abnormality, mental retardation , AIDS, or tested positive for HIV?	
9.6	Have you ever met with an accident or any other diseases not mentioned above which required treatment or hospital care for more than 7 days or undergone any surgical operation at a hospital or clinic or undergone any investigations with other than normal or negative result.	NO

Through the concerned proposal form, the life assured had signed and submitted a declaration to the effect that she understand and agrees that statements in the proposal will be the basis of the contract between her and the Respondent Company and that if any statement is untrue or inaccurate or if any of the matter material to this proposal is not disclosed, the Respondent Company may void the contract subject to the provisions of Section 45 of the Insurance Act 1938 and all the premium paid will be forfeited to the Insurance Company, The Insurance Company relying upon the statement made by the Life Assured in the proposal form, issued life insurance policy bearing no. 00764839 on 23.02.2011. The insurance company received the death claim intimation on 02.03.2012 from the complainant intimating that the Life Assured had passed away on 17.12.2011. Since the death of the Life Assured had taken place within a span of 2 years from the date of issuance of the said policy, the Insurance Co. conducted investigation into the genuineness of the claim. The investigation revealed that the life assure had been suffering from Pulmonary Koch's Tuberculosis and had been under going AKT treatment for the same, prior to the date on which she submitted a proposal for the said policy.

It is submitted that during the course of such claim investigation, a medical questionnaire was filled by Dr. Naresh Yadav confirming that the Life Assured had been suffering from Pulmonary Koch's Tuberculosis and had been undergoing treatment for the same. Further a copy of a

consultation note from the same Dr. was also procured (dated 05.01.2011) which is prior to the proposal date, conforming AKT-4 tuberculosis treatment being undergone by the Life Assured. Based on the above mentioned revelations pertaining to the Life assured past medical history the Insurance Company had vide letter dated 28.03.2012 repudiated the claim of the complainant. The insurance company received a request from the complainant for reconsideration of claim by the Claims Review Committee. The SRC had decided to uphold the earlier decision of the insurance company.

HEARING

Both the parties to the Complaint had been called to appear for a Hearing before the Undersigned on 13th of November, 2014 at Jamshedpur and both the parties appeared for the hearing.

The Complainant stated that his mother had died at home. She was in perfect health. On the day of her death she got up in the morning and complained of pain in the stomach. Before the Doctor could be called she had passed away. The Doctor was called after her death. The cause of death was liver swelling. The Company was informed of the death and the claim was made to them but they had refused to pay the claim stating that my mother was suffering from TB which had not been told at the time of taking the policy. This is not true as my mother was very fit and died a sudden death.

The Insurer stated that the Claim had been reputed on the basis of suppression of Material facts regarding the Medical Health of the Insured. They had proof by way of a prescription where the DLA had been prescribed AKT-4, a known drug for TB. Further, the Doctor had given the cause of death as Pulmonary Coach's.

**OFFICE OF THE INSURANCE OMBUDSMAN
HINDUSTAN BUILDING ANNEXE, 4TH FLOOR,
4, CHITTARANJAN AVENUE, KOLKATA – 700 072**

AWARD IN THE MATTER OF

Complaint No. : **794/21/012/L/09/12-13**

Nature of Complaint : **Repudiation of death claim**

Category under RPG Rules 1998. : **12 (1) (b)**

Policy No. : **20567536**

Name & Address of the Complainant : **Smt. Jyoti Sinha,
W/o Late Prem Prakash,
Qtr. No.3452, Sector – 6A,
Bokaro Steel City, Bokaro,
Jharkhand – 827 006.**

Name & Address of the Insurer : **Met Life India Insurance Co. Ltd.,
Brigade Seshamahal,
5, Vani Vilas Road, Basavanagudi,
Bangalore – 560 004.**

Date of hearing : **13.11.2014**

Award Date : **12.12.2014**

Award No. :

AWARD

Facts and Submissions

Complainant

The complainant has stated in her petition dated nil, received by our office on 11th September, 2012 that she is the wife of Deceased Life Assured (DLA) Late Prem Prakash and nominee of the policy bearing no.20567536 which was taken by the Life Assured (since deceased) on 20th April, 2011. Later, the Life Assured (LA) expired on 12th April, 2012 due to heart attack. The complainant had submitted the death claim intimation along with documents to the insurer. But the claim was repudiated by the

insurer on the ground of non-disclosure of material facts by the LA at the proposal stage. Still a Bank Draft of Rs.2,998/- was given to the complainant for final settlement under the said policy.

The complainant/nominee raised her voice regarding incorrect information made in the proposal form in respect of her height, weight, educational qualification and date of birth by the agent. In addition, medical reports lying with the complainant were given to the authorized person of the concerned insurer on good faith. In spite of submission of all the correct information to the insurer through their agent, the death claim was not settled.

Insurer

The insurer has stated in their written submission (SCN) dated 2nd November, 2012 that Mr. Prem Prakash (LA) had voluntarily applied for their product viz. "MET Monthly Income Plan" after completely understanding the features of it vide application no.167912558. The contents of the application was read over and explained to the LA (since deceased). The DLA offered an amount of Rs.98,000/- vide cheque no.959312 towards the initial premium under the application form (documents not submitted).

Thereafter, completely relying upon the declarations, statements, documents, representations and information furnished by the DLA, they issued a policy bearing no.20567536 in favour of Prem Prakash (LA) and dispatched the policy bond under the said policy along with FPR, Schedule and the standard terms and conditions in respect of the said policy to the mailing address of the LA (documents not submitted).

Subsequently, the LA died on 12th April, 2012 due to sudden cardiac arrest. On receipt of the death intimation from the claimant, the insurer had conducted an investigation on the death of the DLA and found that the DLA was a known case of Diabetic and Hypertension since last 10 years. However, the concerned question in the Application Form dated 19th April, 2011 was answered "No" by the DLA. It is humbly submitted that since

Insurance Contracts are based on the principle of "Utmost Good Faith" and the policy was issued based on the representations made in the Application Form and any disclosure of misrepresentation of material facts renders the contract voidable at the option of the insurer. Since in the instant matter there was suppression of material facts with regard to the health of the DLA, they were unable to admit liability for policy of the DLA and treated the said policy as void ab-initio. Therefore, they have issued a cheque bearing no.024790 dated 24th May, 2012 for Rs.2,998/- drawn on HDFC Bank Ltd. for full and final settlement of the claim made by the complainant.

In the process, they have repudiated the death claim made by the complainant/nominee.

HEARING

Both the parties to the Complaint had been asked to appear before the Undersigned for a Hearing on the 13th of November, 2014 at Jamshedpur and both parties were present at the hearing.

The Complainant stated that her husband had been working with Bokaro Steel and had taken a policy with Metlife Insurance Co. Ltd. for a premium of Rs.98000/-. He was working in a Managerial position in the company. He had only signed the blank proposal form which had been filled up by the agent at a later stage and this was the reason why a lot of mistakes were there in the proposal form. The mother of my husband was shown as dead whereas she is very much alive. She stated that her educational qualification, date of birth etc. had been wrongly mentioned in the proposal form. Even the company has stated that the signature of my husband in the Medical Examination form varies with that of the proposal form. The medical had been done by the agent.

The Insurer stated that on the death of the Life Assured they had conducted an enquiry wherein it was revealed that the Insured was a patient of DM and HTN which he had not revealed at the time of taking the

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4, C.R. AVENUE, KOLKATA – 700 072**

AWARD IN THE MATTER OF

Complaint No. : **856/21/003/L/09/12-13**

Nature of Complaint : **Repudiation of death claim**

Category under RPG Rules, 1998 : **12 (1) (b)**

Policy No. : **U 176496166**

Name & Address of the Complainant : **Mr. Rafikul Islam
Vill+PO-Raghunathpur,
PS-Suti, Dist. Murshidabad,
Pin – 742223**

Name & Address of the Insurer : **TATA AIA Life Insurance Co. Ltd.
Legal Department, Chowringhee Court
5th floor, 55, Chowringhee Road,
Kolkata - 700071**

Date of hearing : **5TH December, 2014**

Appeared on behalf of Complainant : **NONE**

Appeared on behalf of Insurer : **Ms. Sweta Sharma**

Date of Award : **03.01.2015**

Award No. :

Policy Details

Policy No.	D.O.C.	Plan	Term/P PT	S.A. (Rs.)	Mod e	Prem.(R s.)
U176496 166	09.03.20 11	Invest Assure Flexi	15 Yrs.	6,68,50 0/-	Yly.	95,500/ -

Documents :

Complaint letter : **Date NIL**

"P" Forms : Date NIL

SCN : Date NIL

The Complainant has preferred this petition against the Tata AIA Life Insurance Co. Ltd. for non-payment of death claim under policy no.U176496166 and the same has been accepted under Rule 12(1)(b) of the RPG Rules, 1998.

AWARD

Facts and Submissions

Complainant

The complainant has stated in his petition dated NIL received by us on 20.09.2012 that his father had purchased the aforesaid policy from TATA AIA Life Insurance Company for an annual premium amount of Rs.95,500/- on 09.03.2011. But unfortunately on 11.02.2012 his father died due to cardio respiratory failure. He alleged that the representative at the time of selling the policy did not ask any question about past health history and also income details of the LA. He further alleged that the proposal form was signed by the LA, but the same had been filled up by the representative. He applied for death claim to the Insurer but the same had been turned down by the Insurer stating the reason as "suppression of Material Facts". He approached the Grievance Officer with his grievance but they also turned down his request.

Being aggrieved with the decision of the insurer, he approached this Forum seeking appropriate relief and submitted 'P' Forms giving his unconditional and irrevocable consent for the Hon'ble Insurance Ombudsman to act as a mediator between the insurer and the complainant for resolution of the complaint.

Insurer

The insurer in their written submission (SCN) dated NIL received by us on 11.03.2014 has informed us that the father of the complainant had purchased the aforesaid policy on 04.03.2011 and expired on 11.02.2012 i.e. within one year of issuance of policy due to Cardio Respiratory Failure. Being the early claim, they have conducted an investigation and found that the insured was suffering from Hypertension, Vertigo, Anemia, raised Sugars and Asthma prior to the date of proposal.. They have submitted the copies of doctor's certificates and other related papers and documents. The insurer repudiated the death claim on the ground of non-disclosures/suppression of material facts related to the health condition of the DLA and intimated the same through letter dated 13.06.2012. However, they have paid Unit Fund Value against the aforesaid policy at the time of intimation of Rs.78,914.50 through cheque no.709438 dated 11.06.2012 drawn on HDFC Bank Ltd.

HEARING

Both the parties to the Complaint had been called to appear before the Undersigned on the 5th of December, 2014 at Kolkata for a Hearing and the hearing was attended by the representative of the Insurer only.

The Insurer stated that they had indisputable proof that the DLA had been suffering from Hypertension, Vertigo, High Blood Sugar, Anemia and Asthma prior to the date of proposal and was under treatment for the same. However, he had suppressed this information at the time of proposing for the policy. Hence the death claim has been repudiated on the grounds of suppression of material facts. However, the Fund Value under the policy has been paid to the Complainant.

DECISION

We have heard the Insurer and have gone through the documents presented to this Forum, both by the Complainant and the Insurer, to

support their respective claims. It is evident from the available records that the DLA was indeed under treatment for a host of diseases prior to the date of proposal, and these had been suppressed at the time of proposing for the policy, and the Insurer has concrete evidence of the same.

The decision of repudiation of the death claim by the Insurer is upheld and the Complaint is dismissed without any relief to the Complainant.

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**OFFICE OF THE INSURANCE OMBUDSMAN
HINDUSTAN BUILDING ANNEXE, 4TH FLOOR,
4, CHITTARANJAN AVENUE, KOLKATA – 700 072**

AWARD IN THE MATTER OF

Complaint No. : 858/21/009/L/09/12-13

Nature of Complaint : Repudiation of death claim

Category under RPG Rules 1998. : 12 (1) (b)

Policy No. : 0219634707

**Name & Address of the Complainant : Mrs. Sabja Bibi,
W/o Late Khairu Khan,
Vill. Bahargram, P.O. Panskura R.S.,
P.S. Panskura, District: Purba
Medinipur,
Pin: 721 152.**

**Name & Address of the Insurer : Bajaj Allianz Life Insurance Co.
Ltd.,
West Hub, 2nd Floor, Bajaj Finserv,
Survey No.208/B-1, Behind Weikfield IT
Building,
Viman Nagar, Nagar Road,
Pune – 411 014.**

Date of hearing : 27.10.2014

Award Date : 27.11.2014

AWARD

Facts and Submissions

Complainant

The complainant is a widow of the Deceased Life Assured (DLA) Late Khairu Khan and nominee of the policy bearing no.0219634707 under plan 'Cash Gain Economy' which was purchased by her husband (since deceased) from Bajaj Allianz Life Insurance Co. Ltd. on payment of Rs.20,033/- as yearly premium having sum assured of Rs.1,90,000/- with 15 years policy term. She has stated in her petition dated 8th September, 2012 that her husband died on 28th August, 2011 due to Cardio Respiratory Failure. Thereafter, she applied to the insurer for death claim of the Life Assured (LA) but the same was repudiated by the insurer vide their letter dated 9th November, 2011, due to non-disclosure of material facts. Then she appealed to the higher authority of the insurer for reconsideration of the repudiation decision. Again the said appeal was turned down by them vide their letter dated 14th February, 2012, upholding the repudiation decision taken by the insurer.

The claim was repudiated as there is a history of diagnosis of Metastatic Squamous Cell Carcinoma on 3rd March, 2011 which was evident after conducting histological test from the sample of Right Cervical Lymphnodes. But, as per the complainant's version, her husband was never underwent any such treatment as mentioned by the insurance company.

Insurer

The insurer has stated in their written submission dated 9th November, 2012 that -

Duration of the policy was 92 days (date of commencement of the policy on 28th May, 2011 and date of death of the LA on 28th August, 2011).

The said claim was repudiated by their Claims Review Committee as the DLA was diagnosis of Metastatic Squamous Cell Carcinoma on 3rd March, 2011 from samples of Right Cervical Lymphnodes. This fact was known to the LA prior to making the proposal for insurance and the same was deliberately concealed at the time of submission of the proposal form. In reply to Question No. 22(h), 22(1) and other questionnaires while filling the proposal form on 30th May, 2011, the LA had declared no adverse features, not even undergone any treatment. But on the basis of report of FNAC on 3rd March, 2011, prescription from Dr. Chakraborty and Dr. Vikash Agarwal dated 15th March, 2011 and 8th March, 2011 respectively which reveals the past medical history. As these were all material non-disclosure, they could not accept the claim, hence repudiated.

HEARING

Both the parties to the Complaint had been asked to appear for a Hearing before the Undersigned on the 27th of October, 2014 at Kolkata and both the parties attended the hearing.

The Complainant stated that at the time of taking the policy her husband's health was perfectly O.K.. Ramjan was going on and on the day of his death he fell down and she rushed to him. The doctor was called and he found him dead. His name was Khairu Khan for which she had given an affidavit as his name had been given as Khairuddin Khan in the Voter Card. There are other Khairu Khan in the area. Her husband was not suffering from any disease.

The Insurer stated that due to non disclosure of material fact about adverse medical history, which was detected at the time of Claim Investigation, the claim had been repudiated.

DECISION

On going through the various papers submitted before the Forum it was observed that the name of the Deceased Life Assured had been misspelt in a number of places. The very basis of the repudiation which is a

report from Assembly Diagnostic Centre dated 3.3.2011 with ref no. CH-99 names the patient as Khairun Khan who is a female aged 52 years. Further, the Complainant has also claimed that the prescription papers and other treatment particulars are not of her late husband. In these circumstances, the Insured had been asked to clarify their position within a reasonable period. But the Insurance Company has failed to respond to the point raised with them even after a lapse of 1 month.

We now presume that the Insurer has no clarification of the point raised with them and the benefit of doubt is given to the Complainant. The Insurer is directed to pay the full sum assured as ex-gratia to the Complainant within 15 days of receiving a copy of this Award and the consent of the Complainant under information to this Forum.

The Complaint is accepted.

Ooo

**OFFICE OF THE INSURANCE OMBUDSMAN,
HINDUSTHAN BUILDING ANNEXE, 4TH FLOOR,
4, C.R. AVENUE, KOLKATA – 700 072**

AWARD IN THE MATTER OF

Complaint No.	:	861/21/003/L/09/12-13
Nature of Complaint	:	Repudiation of death claim
Category under RPG Rules, 1998	:	12 (1) (b)
Policy No.	:	U238642861
Name & Address of the Complainant	:	Smt. Baisakhi Mahato Mouza – Nabagram, Vill. Santaldih, P.S. + P.O. Santaldih, Purulia Pin – 723145
Name & Address of the Insurer	:	TATA AIA Life Insurance Co. Ltd. Legal Department, Chowringhee Court 5th floor, 55, Chowringhee Road, Kolkata - 700071

Date of hearing : 19.11.2014

Award Date : 19.12.2014

AWARD

Facts and Submissions

Complainant

The complainant has stated in her petition dated NIL received by us on 17.09.2012 that her husband had purchased the aforesaid policy from TATA AIA Life Insurance Co. Ltd. with an annual premium of Rs.50,000/-. But after paying the second renewal premium, on 27.10.2011 suddenly he expired due to cerebrovascular accident (CVA). The insurer repudiated the claim on the ground of non-disclosure/suppression of material facts related to health condition. But they have paid Unit Fund Value of Rs.80,490.48 which the complainant refused to accept and returned to the Insurance company and deposited in their branch office under protest.

Insurer

The insurer in their written submission (SCN) dated 26.03.2014 has informed us that the policy was purchased by the LA on 07.12.2009 for 5 years premium paying term. The premium was paid for two years and on 27.10.2011, the LA expired due to Cerebro Vascular Accident (CVA). Being early death claim they have conducted an investigation which revealed that the LA was suffering from Diabetes Mellitus, Hypertension and Chronic Obstructive Pulmonary Disease prior to the application for insurance. The information was not disclosed by the LA at the time of entering into the contract. Therefore, they repudiated the death claim on the ground of suppression of material facts and paid Unit Fund Value at the time of intimation i.e. Rs.80490.48 in favour of the complainant as per rules through cheque drawn on HDFC Bank Ltd. dated 16.01.2014 through letter dated 21.01.2014. .

**OFFICE OF THE INSURANCE OMBUDSMAN
HINDUSTAN BUILDING ANNEXE, 4TH FLOOR,
4, CHITTARANJAN AVENUE, KOLKATA – 700072**

AWARD IN THE MATTER OF

Complaint No. : **1033/21/001/L/10/2012-13**

Nature of Complaint : **Repudiation of death claim**

Category under RPG Rules 1998. : **12 (1) (b)**

Policy No. : **425166867**

Name & Address of the Complainant : **Smt. Maya Rani Ghosh,
Vill. B.D.O. Office Para,
P.O. Nashipur Balagachi,
District: Murshidabad – 742 135.**

Name & Address of India, the Insurer : **Life Insurance Corporation of
K.S.D.O., Jeevan Prabha,
DD – V, Sector – I, Salt Lake City,
Kolkata – 700 064.**

Date of hearing : **5.12.2014**

Date of Award : **04.01.2015**

AWARD

Facts and Submissions

Complainant

The complainant is the wife of Deceased Life Assured (DLA), Late Ratan Ghosh, and nominee of the policy bearing no.425166867 which was purchased on 18th December, 2006 by the LA (since deceased). Later, the LA expired on 13th May, 2009 due to cardio respiratory failure. The complainant also has stated in his petition dated 30th October, 2012 that the agent of the insurer had taken premium amounts from the LA but did not deposit the same in time to the insurer for which the policy was

declared by the insurer as lapsed policy. Subsequently, the captioned policy was revived by way of paying premiums for the period from December, 2007 to March, 2009 i.e. 6 instalments along with interest thereon. After the demise of LA, the complainant had applied for death claim of her husband to the insurer but the claim was repudiated by the insurer on 20th March, 2012. Then, the complainant appealed to the higher authority i.e. Zonal Claims Review Committee (ZCRC) for reconsideration of the claim but the same was upheld by the ZCRC on 25th July, 2012.

Insurer

The insurer has stated in their written submission dated 24th December, 2012 the following-

The Life Assured (LA) Shri Ratan Ghosh purchased a policy bearing no.425166867 from the Jiaganj Branch under K.S.D.O. on 18th December, 2006 with premiums payable quarterly. In the meantime, the policy was declared as lapsed policy due to non-payment of premiums due from December, 2007 to March, 2009 i.e. 6 instalments which was subsequently revived by the LA on 13th May, 2009. Unfortunately, he expired on the same day i.e. 13th May, 2009 due to cardio respiratory failure in a case of acute myocardial infarction as per Claim Form – B given by Dr. Sudip Kanti Sarkar. As death of the LA occurred within 3 years from the date of purchase of the policy, this claim qualified as an early death claim and was referred to the Zonal Claim Review Committee (ZCRC).

During the claim review process, it was found that there was a discrepancy in age of DLA. Also as per Emergency Register of Nashipur Hospital, the DLA was admitted on 13th May, 2009 at 11.20 hours and expired on the same day at 15.45 hours. Again the date of revival of the policy was 13th May, 2009 and premiums were deposited at 14.29 hours. So, it was evident that there was a fraudulent motive on the part of the DLA in reviving the policy. To the question in the DGH (Form No.680) – Are you at present in sound health? The DLA answered 'Yes' even though he was in hospital at that time.

The Standing Committee decided to repudiate the death claim on the ground of suppression of material fact by the DLA regarding his health. The decision of repudiation was taken on 20th March, 2012 and the same was conveyed to the claimant on 28th March, 2012. Then the claimant appealed to the ZCRC for reconsideration of the claim. But ZCRC upheld the decision of repudiation on 25th July, 2012 and the same was conveyed to the claimant on 6th August, 2012.

HEARING

Both the parties to the Complaint had been called to attend a hearing at Kolkata on the 5th of December, 2014 before the Undersigned and both parties were present at the hearing.

The Complainant stated that her husband had a policy with LIC for which he had not been able to pay the premiums for 2 years. When he could collect some money, he handed over the premium to the agent to deposit in LIC. After a day or two he was admitted to the Hospital with severe chest pain and died the same evening at around 3.45 p.m. on the same day. After his death a claim was made to LIC the same was not paid.

The Insurer stated that there was evidence that the premium under the policy was paid after the decd. Life Assured had been admitted to the Hospital. However, in the DGH submitted to the LIC he had stated that he was in good health and had not been admitted to hospital. The action of depositing the renewal premium an hour before the death of the LA indicates that the intentions were not proper.

DECISION

We have heard both the parties and have gone through the documents available on record. From the available records it is observed that the repudiation has been based on a DGH which did not have a date on it although the date of acceptance is the same as date of death. This makes it difficult to ascertain the date of execution of the DGH and the DLA cannot be held liable for misstatement of his health condition on the basis

AWARD

Facts and Submissions

Complainant

The complainant is the daughter of the Deceased Life Assured (DLA) Late Chandra Kanta Nayak and nominee of the policy no.46802799. She has stated in his letter of complaint, received by this Forum on 12th November, 2012 that her father had taken the aforesaid policy from Life Insurance Corporation India on 25.07.2008 under Table and Term – 14/12. Due to cardiac arrest her father expired on 11.11.2011 at Durgapur Mission Hospital. Being the recorded nominee she submitted all the documents to the insurer to settle the death claim in favour of her, which was denied by them.

Insurer

The insurer in their written submission (SCN) dated 17th December, 2012 has intimated us the policyholder expired on 11.11.2010 due to cardiac arrest with severe LV dysfunction in a post-operative case of CABG with type II DM, hypothyroidism at Durgapur Mission Hospital. The duration of the policy was 2 yrs. 3 months from the date of commencement. They have submitted the details of treatment particulars of the DLA and stated that it is pre-existing disease and they have repudiated the claim on the basis of suppression of material facts.

HEARING

Both the parties to the Complaint had been asked to appear for a Hearing before the Undersigned on the 5th of December, 2014 at Kolkata and the hearing was attended by both the parties.

The Complainant stated that they had agreed to the fact that her father was sick. She stated that her father was a patient of high sugar

Policy No. : **437280100**

Name & Address of the Complainant : **Mrs. Shefali Kanrar,
C/o Dilip Ghorui
Vill & PO-Dihibhirsitta,
Howrah – 712 408**

Name & Address of the Insurer : **Life Insurance Corporation of
India,
Howrah Divisional Office,
Rallis Building, 16, Hare Street,
Kolkata – 700 001.**

Date of hearing : **5.12.2014**

Date of Award : **4.1.2015**

AWARD

Facts and Submissions

Complainant

The complainant is the wife of the Deceased Life Assured (DLA) Late Subrata Kanrar and nominee of the policy no. 437280100. She has stated in her letter of complaint dated 30.11.2012 that her husband purchased the above policy from Uluberia branch of Life Insurance Corporation of India under the Table & Term – 174/20, Bima Gold, a money back plan. But due to some problem he could not continue the same since December, 2006 and again it was revived on 26.12.2008. Her husband died on 25.10.2009 but claim was not settled by the insurer on the ground of suppression of material facts.

Insurer

The insurer in their written submission (SCN) dated 4th February, 2013 has intimated us that it is a case of early death claim. The policyholder expired on 25.10.2009 due to Pulmonary Tuberculosis. It is seen that the policy was in lapsed condition since December, 2006 and was revived on 26.12.2008. The insurer has submitted some treatment particulars from which it is evident that on different dates the DLA

underwent treatment in OPD of Medical College Hospital and the LA was sick before reviving the policy. The facts relating to treatment was completely suppressed at the time of reviving the policy and as a result of which the insurer repudiated the claim and also their Zonal Claims Review Committee upheld the decision.

HEARING

Both the parties to the Complaint had been called to appear before the Undersigned for a Hearing on the 5th of December, 2014 at Kolkata and both parties were present at the hearing.

The Complainant stated that her husband had taken a policy from LIC. Due to his financial difficulties he had been unable to pay the premiums between 2006 and 2008. However, he had deposited all the premiums in 2008 and at that time had declared to LIC that he was sick in the form given to him.

The Insurer stated that they have concrete evidence of the DLA's suffering from Tuberculosis at the time of revival of the policy. They stated that the DLA had revived the policy on the basis of a DGH where he had stated that he was not suffering from any disease. We have repudiated the claim on the basis of suppression of material facts at the time of revival. On being questioned as to why the DGH was missing from the documents submitted by them, the stated that the said DGH had gone missing at the time of Incremental scanning of documents.

DECISION

We have heard both the parties and have gone through the documents available on record. The Insurer's representatives affirmed that their decision to set aside the revival and repudiate the claim was on the basis of concrete evidence of DLA suppressing material facts about his health at the time of revival. However, when asked to produce the evidence, they admitted that the DGH under reference is missing. The corroborative evidence, however, clearly substantiates their claim (OPD records dated 15.12.2008 and 16.12.2008 from the Medical College,

Goregaon (E),
Mumbai – 400 063.

Date of hearing : 27.10.2014

Date of Award : 26.11.2014

AWARD

Facts and Submissions

Complainant

The complainant is a son of the Deceased Life Assured (DLA) Late Suranjana Murarka and nominee of the policy bearing no.100311748551 under plan 'AEGON Religare Wealth Project' which was purchased by his mother (since deceased) from Aegon Religare Life Insurance Co. Ltd. on payment of Rs.1,00,000/- as annual premium on 31st March, 2010 having sum assured of Rs.5,00,000/- with policy term of 10 years and premium paying term of 3 years. He has stated in his petition dated 4th December, 2012 that his mother (DLA) died on 13th October, 2010. Thereafter, he had applied to the insurer for death claim of the Life Assured (LA) on 2nd November, 2010. After scrutinizing the claim papers, the insurer vide their letter dated 16th March, 2011 had repudiated the claim on the ground of suppression of material facts. The complainant/nominee again appealed to the higher authority of the insurer on 28th March, 2012 but the same was turned down by them vide letter dated 3rd April, 2012, upholding the repudiation decision taken by the insurer.

The complainant emphasized that her mother (DLA) was unaware of the history of her ailment for 20 years on account of DM, HTN and CKD. He also enclosed a copy of the proposal form, signed and submitted by his late mother, with his petition dated 4th December, 2012, clearly stating that she underwent routine medical tests. While scrutinizing the policy bond at the time of lodging complaint he noticed that these clauses were tampered with, to reflect that she had withheld information.

Insurer

The insurer has stated in their written submission dated 22nd May, 2013 that -

They obtained case history papers from Woodlands Hospital on 16th August, 2010 which states that the LA was a "known Diabetic for 20 years and chronic Kidney disease for 7 years and complete Heart Block". The treatment papers dated 16th August, 2010 also reveal that a temporary pacemaker was primarily installed. The treatment papers also say that the temporary pacemaker was later replaced with a permanent pacemaker and the permanent pacemaker became infected resulting in the latest admission of the DLA to the Woodlands Hospital dated 16th August, 2010. The DLA was also under haemodialysis. The DLA was also admitted in the same hospital on 16th August, 2010 for treatment of Abscess in PPM (Pacemaker) side and shortness of breath. The DLA had concealed the above material information of personal medical history or such medical information in the proposal form.

The insurance company had denied that the complainant's baseless submissions that his mother (DLA) did not know of her suffering from diabetes & chronic kidney disease before making the proposal and in support of which they have produced the treatment particulars.

A copy of the MER was also sent to the customer but the customer did not point out anything over the matter during her lifetime.

Regarding changes in sum assured from Rs.9,00,000/- to Rs.5,00,000/-, it has been shown that necessary changes were done by the policyholder herself where she put her signature as wells.

Hence death claim was rejected by the insurer vide its letter dated 16th March,2011 as the materials information regarding personal medical information was not disclosed in the proposal form while as per the terms and conditions of the plan, fund value of Rs.93,329.16 was paid vide cheque no.035614 dated 15th March, 2011 (documents submitted).

**OFFICE OF THE INSURANCE OMBUDSMAN,
HINDUSTHAN BUILDING ANNEXE, 4TH FLOOR,
4, C.R. AVENUE, KOLKATA – 700 072**

AWARD IN THE MATTER OF

Complaint No. : **1365/21/009/L/01/2012-13**

Nature of Complaint : **Repudiation of death claim**

Category under RPG Rules, 1998 : **12 (1) (b)**

Policy No. : **0203397531**

Name & Address of the Complainant : **Md. Hakim
At-Senduari Gaj Singh,,
P.O. Bakhari, Muzaffarpur,,
Bihar - 843111**

Name & Address of the Insurer : **Bajaj Allianz Life Insurance Co.
Ltd.,
Finserv, Survey No.S/208/B-1
Biman Nagar, Behind Weikfield IT Bldg.,
Nagar Road, Pune - 411 014**

Date of hearing : **18.10.2014**

Award date : **18.10.2014**

AWARD

Facts and Submissions

Complainant

The complainant has stated in his petition dated 31.12.2012 that he is son of the Deceased Life Assured (DLA) Late Alauddin Miyan and nominee of the policy no.0203397581 purchased from Bajaj Allianz Life Insurance Co. Ltd., on 24.02.2011. But on 13.01.2012 his father died due to lose motion and vomiting for which he submitted all the copies of relevant documents as well as papers to receive the death claim benefit in his favour. But the insurance company denied his claim alleging submission of fake age proof at the time of effecting the contract.

Insurer

The insurer in their written submission (SCN) dated 15th March, 2013 has intimated us that as it is a case of early death claim, they have investigated the matter. On investigation, it is found that the LA had submitted forged age proof (School Leaving Certificate) resulting into misrepresentation of facts in the proposal form at the issuance stage. This fact was known to the life assured prior to submitting the proposal for insurance and the same was deliberately concealed during the proposal of insurance. They have collected the evidences and on that basis taken a decision to reject the claim under the policy no. 0203397581 on the grounds of submitting forged age proof at the time of proposal.

HEARING

Both the parties to the Complaint had been called for a Hearing before the Ombudsman on 18.10.2014 at Patna and both parties attended the hearing.

The Complainant stated that the Insurer had declined the claim on the basis of false allegation of submission of false age proof. He stated that his father had not given any School Certificate as Age Proof. It was the agent who had arranged for everything – they were in no way responsible for the same.

The Insurer stated that they had decided to investigate the death as it was a very early death claim and during Investigation it was found that the DLA had submitted a fake age proof. So the policy had been cancelled as per Section 45 of the Insurance Act, 1938.

DECISION

We have heard both the parties and have gone through the documents available on record. It is observed that the LA had submitted

copy of School Leaving Certificate as proof of his age at the proposal stage where his date of birth was mentioned as 01.01.1957 which put his age at 54 years at the time of proposal. The policy was taken on 24.02.2011 by the LA who died on 31.01.2012 due to lose motion and vomiting. The duration of the policy was 323 days. Being a very early claim, the insurer conducted investigation and found that the document towards age proof submitted by the LA was forged and on that basis they have taken a decision to reject the claim under the policy no. 0203397581. They have submitted a copy of School Leaving Certificate issued by Rajkiyo Madhya Vidyalaya, Motipur, Muzaffarpur where the Principal/Headmaster of the school remarked that they did not find such name of Alauddin Miyan, son of Sanif Miyan, against Roll no.27 as student of that school. The complainant has denied this allegation and disowned the certificate submitted by the insurer and further stated that his father did not submit any such copy of certificate save and except signing on the blank proposal form as agent took the responsibility to manage the same.

We find from the copy of Voter ID and Doctor's prescription dated 13.01.2012 received from the complainant that his age was about 55 years which is matching with the age mentioned in the School Leaving Certificate submitted by the insurer. Moreover, on examination of voter ID & PAN card of Md. Hakim, the son of the deceased, it is found that his age was 31 years at the time of death of his father who was about 55 years old. Hence, this gives another support to the effect that the deceased age was not misstated.

Since understatement of age is not there the Deceased Life Assured did not gain anything by submission of false age proof, the decision to repudiate the claim, although legally valid, is based on shaky and inadequate ground. On the other hand, first insurance for high Sum Assured in advanced age and no insurance on the life of adult earning sons, smacks of moral hazard which was ignored while underwriting the proposal.

The representative of the RIC stated during the course of hearing that the DLA had consulted "Aastha Hospital" in Mughalsarai in the OPD. As per form B & B-1 obtained from the hospital, the DLA was suffering from ailments and was under regular treatment. This fact was knowingly and deliberately not disclosed in the DGH (declaration of good health form required to be filled at the time of revival). Hence the RIC had declared the revival as null and void and repudiated the claim.

The fact that the illness was never serious is clear from the fact that the DLA was never admitted as indoor patient in the hospital and was undergoing treatment in OPD. Therefore the RIC could not establish conclusively that the DLA was aware of the fact that he was suffering from COPD. In addition to it the DGH form submitted at the time of revival was also not made available for verification. Hence it will be fair and equitable to grant the claim on ex-gratia basis.

Decision: Considering the foregoing facts, this forum, direct the RIC to pay 50% of sum assured i.e. Rs.52,500/- as ex-gratia towards full and final settlement of claim subject to consent of the nominee.

Lucknow Ombudsman Centre--DEATH

Complaint No.: LCK-L-041-1415-0306

Award No.- IOB/LKO/ L / 041 /14-15

Sri Mahaveer Singh Rawat Vs. S.B.I. Life Insurance Co. Ltd

Award dated : 07.10.2014

DEATH CLAIM

Facts : The DLA Smt. Kanta Rawat had purchased one policy bearing number 44042613305 from the RIC with S.A. Rs. 17,50,000/- and yearly premium Rs. 2,50,000/-. The date of commencement of the policy was 30.04.2012. Her husband Mr. Mahaveer Singh Rawat (claimant) was nominee under the said policy and was authorized to receive policy money after the death of the DLA. She had also paid one renewal premium. Unfortunately she died on 15.12.2013. The death claim was filed with the RIC & was repudiated on the ground that "the income in the proposal form was grossly overstated and also income proofs provided with the proposal form were found to be not genuine." They have paid fund value under the policy for Rs. 4,74,987/- through NEFT. Mr. Mahaveer Singh Rawat (complainant) had lodged a complaint with Insurance Ombudsman for alleged non payment of death claim under this policy.

During Hearing the RIC had produced evidence in support of his statements,

The RIC has submitted two sets of return of income of the complainant. It is submitted that copy (countersigned by the DLA)

of one set (say set A, showing Average annual income Rs. 460000/-) was annexed with the policy proposal form. The return of income of assessment year 2011-12 submitted on 31.07.2011 at ITO Kotdwar, bearing the seal and counter number, shows total income of Rs.5,35,000/- upon which the premium of Rs. 2.5 lac was accepted and a risk of Rs. 17.50 Lacks was accepted by the Respondent Insurance Company.

Another set (say set B, showing Average annual income Rs.196635/-) was submitted by the complainant at the time of claiming death claim after death of DLA.

The representative of the complainant stated that the agent/ sales person himself had written all the information in the proposal form. The nominee himself provided the ITRs upon which the RIC claims that previous ITRs were fake. The complainant had never intended to cheat the RIC. Infact set A of return were not in his knowledge. Hence the claim is genuine and should be paid.

Findings : This forum considered the rival contentions of both the parties and perused the evidence submitted by them in support of their contentions. It is not disputed that :-

(a) The date of commencement of the policy was 30.04.2012, the DLA died on 15.12.2013 i.e. within 2 years from the date of risk in the policy, and the respondent insurance company had repudiated the claim as per their letter dated 30.04.2014. This was just within 2 years from the date of bearing the risk.

(b) The proposal form was duly signed by the DLA. The income stated in proposal form was duly supported in the ITR submitted along with proposal.

(c) The policy bond along with a photocopy of proposal form had been in possession of the DLA/ claimant/ nominee for about 1 year and 8 months before the death claim arose.

(d) It is submitted by the RIC in case where premium amount is below Rs. One lac the ITRs are not material.

(e) The respondent has paid Rs.4,74,987/- as fund value but repudiated the death claim.

(f) The RIC has not made any independent investigation. They have compared the two sets of returns and came to conclusion that the income shown in the ITRs submitted along with proposal form were overstated as compared to the income shown in ITRs filed at the time of claiming the death benefit.

(g) ITRs in set B are not in dispute.

(h) The DLA Kanta Rawat was not well educated (studied up to 8th std. only). She had signed proposal form in Hindi.

(i) Upon the receipt of the policy bond it was kept in safe place. This is supported by the fact that the complainant had innocently given the set B ITRs to the claim investigating person/officer along with policy bonds, without comparing the same with ITRs (set A) annexed with Policy Bond.

From the aforesaid facts, it transpires that the DLA had not suppressed any fact or overstated her income. Of course, the income in the proposal form has been overstated but who has done it. Definitely it has not been done by the DLA, as she was not literate enough to know the effect of overstatement of income. The form has been filled in by the agent and he has done so in order to secure the smooth issue of insurance policy. For the fault of the agent, the legal heirs or the nominee should not suffer. Therefore repudiation of claim on the ground of overstatement of income is not justified.

Decision: Since the RIC has determined premium of 2,50,000/- for average income as per set 'A' of ITRs of Rs,4,60,000/-. If that ratio is taken, the premium which could have been determined, had the undisputed ITRs been attached, would have been Rs.1,06,865/-, sum assured would have been determined at 7 times of Rs.1,06,865/- i.e. Rs.7,48,000/- approximately, out of which Rs.4,75,000/- approximately has been paid by the respondent insurance company, representing fund value.

As per terms of the contract, either the fund value or the sum assured, which ever is higher, is payable in case of death of the life assured. In this case, the sum assured is recalculated at Rs.7,48,000/-. Since Rs.4,75,000/- approximately has already been paid by the respondent insurance company; this forum, therefore grant an ex-gratia award of Rs.2,73,000/- as full and final payment.

PUNE---DEATH CLAIM

1. Ujjwala Sanjay Gadave Vs Future Generali Insurance Co. Ltd.

The Husband of the Complainant Late Sri Sanjay Balisha Gadave was covered under Shetkari Janta Apghat Vima Yojna. He expired on 15.09.2013 due to unknown bite. The death claim was rejected by the Respondent stating the reason that the claim is time barred as the Complainant had not submitted the requirements within 90 days from the date of death (as per the terms and conditions of the policy), and hence it was time barred.

Shetkari Janta Apghat Vima Yojna is the scheme regulated by the tri party agreement among the Govt. Maharashtra, M/s Cabal Insurance Services Pvt. Ltd. and the Respondent (Social security scheme).The scheme is meant for providing compensation to farmers who sustain bodily injury resulting solely and directly from accident caused by external violent and visible means resulting in specified contingencies such as death, permanent disablement or loss of limb. The DLA expired on 15.09.2013 due to unknown bite. Viscera report revealed the cause of death was due to vasculo toxic snake bite poisoning. The claim was rejected with a flimsy reason that the claim intimation was received beyond prescribed period (90 days) and non submission of necessary documents. As per the policy

