



(RAJASTHAN)

बीमा लोकपाल कार्यालय
(राजस्थान)

Jeevan Nidhi II Ground Floor, LIC Building, Bhawani Singh Road, Ambedkar Circle
Jaipur-302005. E-mail:- bimalokpal.jaipur@gbic.co.in

जीवन निधी द्वितीय ग्राउण्ड फ्लोर, एल.आई.सी बिल्डिंग, भवानी सिंह रोड, अम्बेडकर सर्किल
जयपुर-302005 E-mail:- bimalokpal.jaipur@gbic.co.in

JPR-L-013-1718-0088

In the matter of Smt Prem bai

Vs.

DHFL Premerica Life Ins. Co. Ltd.,

Award - 10/JPR/A/LI/0002/2018-19

(Under Rule 17 of the Insurance Ombudsman Rules, 2017)

1.	Name & Address of the Complainant	Ms Prem Bai,Bundi
2.	Policy No: Type of Policy D.O.C. / Policy period Premium paying term	00444770 conventional 20.9.2016 /20 15 (Sum Assured 905049)
3.	Name of the insured Name of the policyholder	Sh Jagdish Sh Jagdish
4.	Name of the insurer	DHFL Premerica Life Ins Co Ltd
5.	Date of Repudiation/Rejection	22.2.2017
6.	Reason for repudiation/ Rejection	Only Premium refunded
7.	Date of receipt of the Complaint	103.2017
8.	Nature of complaint	Repudiation of Death Claim .
9.	Amount of Claim	Sum Assured
11.	Amount of relief sought	Sum Assured
12.	Date of hearing/place	/ Jaipur
13.	Representation at the hearing	
	a)For the Complainant	Absent
	a) For the company	Mr Kaushal Thakur
14.	Complaint how disposed/ date of Award/Order	Award

1. **Ms. Prem Bai** (herein after referred to as the complainant) had filed a complaint against the decision of DHFL Premerica Life Ins Co Ltd (herein after referred to as respondent Insurance Company) alleging wrong repudiation of death claim under policies **00444770** on the life of her deceased husband .
2. The fact of the complaint is that late Sh. Jagdish had taken a policy having DOC 20.9.2016 with Sum Assured Rs905049. DLA reported to have died on 17.9.2016. The complainant had submitted all the relevant papers for settling the death claim of her husband, but the respondent company Repudiated claim on the grounds of death of death of life assured was before issuance of policy..
3. The insurer in its SCN dated 5.12.2017 stated that on receipt of duly filled and signed proposal form dated 14.9.2016 along with premium the company had issued the policy on 20.9.2016 and same was delivered to Life assured. Thereafter on 9.1.17 company received a death claim intimation wherein it was informed that DLA was expired on 17.9.2016 due to snake Bite. On internal investigation it was noticed that death of Life assured was prior to issuance of the policy in question. Thus insurance company declined the claim and refunded the premium under the policy.

4. During personal hearing the complainant was absent and case was taken on merits. Insurance company agreed that payment towards first premium was received on 14th Sept 2016 and Insurance Co issued policy on 20.9.2016. Death occurred on 17.9.16 due to snake bite, as death was prior to issuance of policy, the claim was denied by Insurance Co. The insurance company further submitted that insurance cover shall commence only from the date of acceptance of the risk based on proposal and other requirements called for. Since payment of first premium received on time i.e on 14.9.2016 along with proposal for insurance in cash and no further requirement was raised by Insurance Company to the complainant, the claim is thus payable. **Accordingly an award is passed with the direction to the insurance company to settle the death claim with sum assured Rs 905049/ after deducting the premium amount already refunded by the insurance company.**
5. The Award shall be implemented within 30 days on receipt of the same. The compliance of the same shall be intimated to this office for information and record.
6. **Copies of the Award to both the parties.**

Date:30.04.2018



(Sandhya Baliga)

Insurance Ombudsman