

**PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, STATE OF ODISHA
(UNDER RULE NO: 16(1)/17 of
THE INSURANCE OMBUDSMAN RULES, 2017)
OMBUDSMAN – Shri I Suresh Babu
CASE OF (Smt. Sabita Gouda -V- LIC,Berhampur DO)
COMPLAINT REF: NO: BHU-L-029-1718-0113
AWARD NO: IO/BHU/A/LI/029 /2017-2018**

1.	Name & Address of the Complainant	Mrs. Sabita Gouda, W/O- Kedareshwar Gouda, At- Babanpur, PO- Nuagaon, Via-Aska, Dist- Ganjam-761145.
2.	Policy No: Type of Policy Duration of policy/Policy period	573989682 Life 28.07.2014.
3.	Name of the insured Name of the policyholder	Late Kedareshwar Gouda. - do-
4.	Name of the insurer	LICI, Berhampur DO.
5.	Date of Repudiation	26.11.2015
6.	Reason for repudiation	Withholding material information regarding health at the time of effecting assurance with the Insurer.
7.	Date of admission of the Complaint	22.06.2017
8.	Nature of complaint	Non -payment of claim by Insurer.
9.	Amount of Claim	Rs.1,00,000/-
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	NA
12.	Complaint registered under Rule no: of Insurance Ombudsman Rules	13(1)(b)
13.	Date of hearing/place	21.11.2018/ Bhubaneswar
14.	Representation at the hearing	
	a) For the Complainant	Maheswar Gouda
	b) For the insurer	N Parmanik
15.	Complaint how disposed	Under Insurance Ombudsman Rule 17.
16.	Date of Award/Order	28.11.2018

17) Brief Facts of the Case- The deceased life assured took a policy from present Insurer during July 2014. Unfortunately, he died on 10.03.2015. The complainant, being the nominee lodged the death claim. The Insurer rejected the death claim on the ground of withholding material information of health of the deceased at the time of effecting proposal. So she represented to the Grievance officer of the company but the repudiation was kept upheld. Her husband was not a cancer patient at the time of taking proposal but subsequently it was detected. So the death claim was payable to her which had been rejected by the Insurer. Finding no other alternative, she approached this Forum for Redressal.

18) Cause of Complaint:

a) Complainant's argument:- The complainant's argument was that the policy was purchased by her husband on 28.07.2014 . Her husband was never a stomach cancer patient before the commencement of the policy as cited by LIC. As per the Doctor treating him, although he had some gastric problem, nothing to be worry. It was a common problem and normal for everyone in higher age which can be controlled by changing the food habits. However, the deceased life assured was detected as suffering from cancer on 25.08.2018. Hence, the claim amount should be paid by the Insurer.

b) Insurers' argument:- The Insurer argued that from the prescription & diagnostic tests it was clear that DLA was not in good health prior to the commencement of the policy and he deliberately suppressed the required information which were material to the contract to defraud the corporation. As the deceased life

assured suppressed the material facts regarding his ill health to take advantage of the insurance claim, competent authority took a decision to repudiate the claim.

19) Reason for Registration of Complaint: - scope of the Insurance Ombudsman Rules 2017.

This is a complaint against repudiation of claim by the Insurer.

20) The following documents were placed for perusal.

- a) Photo copies of policy document.
- b) Treatment particulars of the deceased life assured.
- c) Insurer's reply or SCN

21) Result of hearing with both parties (Observations & Conclusion):- This is case of early claim which was thoroughly and carefully investigated by the Insurer. The Insurer submitted some reports and prescriptions of the deceased dated prior to the commencement of the policy but could not prove that he was treated for cancer. The deceased life assured was treated for gastritis and acidity which is a very common disease now a days. But later after full investigation it was confirmed that he was suffering from stomach cancer. The Insurer's contention that that the answer to various questions in the proposal form was wrong is baseless. The DLA came to know of his problem when investigations were carried out. Thus it can't be said that the DLA knew that he had cancer at the time of taking the policy. When the DLA is not aware of the disease, the suppression of material fact i.e preexisting disease , at the time of proposal does not arise. Hence, this Forum is of the opinion that as the deceased life assured was quite ignorant that he is suffering from stomach cancer, death benefit under the policy should not be denied to him.

AWARD

Taking into account the facts & circumstances of the case and the submissions made by both the parties during the course of hearing, a sum of Rs.100000/- (Rupees One lakh only) is hereby awarded to be paid by the Insurer to the complainant, towards full and final settlement of the claim.

Hence, the complaint is treated as allowed accordingly.

22) The attention of the Complainant and the Insurer is hereby invited to the following provisions of Insurance Ombudsman Rules, 2017:

- a. According to Rule 17(6) of the Insurance Ombudsman Rule 2017, the Insurer shall comply with the Award within 30 days of the receipt of the award and shall intimate the compliance to the Ombudsman.
- b. As per rule 17(7) the complainant shall be entitled to such interest at a rate per annum as specified in the regulations framed under the Insurance Regulatory and Development Authority of India Act 1999, from the date the claim ought to have been settled under the regulations, till the date of payment of the amount awarded by the Ombudsman.
- c. As per rule 17(8) of the said rule, the award of the Insurance Ombudsman shall be binding on the Insurers.

Dated at Bhubaneswar on 28th Nov. 2018.

(I SURESH BABU)
INSURANCE OMBUDSMANFOR
THE STATE OF ODISHA

**PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, STATE OF ODISHA
(UNDER RULE NO: 16(1)/17 of
THE INSURANCE OMBUDSMAN RULES, 2017)
OMBUDSMAN – Shri I Suresh Babu
CASE OF (Smt.Rajashree Dash -V-LIC of India, Cuttack DO)
COMPLAINT REF: NO: BHU-L-029-1718-0118
AWARD NO: IO/BHU/A/LI/ 031 /2017-2018**

1.	Name & Address of the Complainant	Mrs. Rajashree Dash, At/PO/Via- Salapada Dist- Kendujhar (Odisha)
2.	Policy No: Type of Policy Duration of policy/Policy period	599157862, 599160078, 585945928. Life 28.04.2013, 28.06.2013, 24.06.2004.
3.	Name of the insured Name of the policyholder	Late Ashok Kumar Biswal - do-
4.	Name of the insurer	LICI, Cuttack DO
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of admission of the Complaint	21.06.2017
8.	Nature of complaint	Non -payment of Accident claim by the Insurer.
9.	Amount of Claim	Rs.10,30,000/-
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Not mentioned
12.	Complaint registered under Rule no: of Insurance Ombudsman Rules	13(1)(b)
13.	Date of hearing/place	21.11.2018 / Bhubaneswar
14.	Representation at the hearing	
	c) For the Complainant	Mrs. Rajashree Das
	d) For the insurer	Sunita Panda
15.	Complaint how disposed	Under Insurance Ombudsman Rule 17.
16.	Date of Award/Order	28.11.2018

17) Brief Facts of the Case:- The husband of the complainant took aforesaid 3 policies from the present Insurer. Unfortunately, her husband died on 21.12.2013 due to accident. She received the basic claim amount. In spite of her various correspondences to claims department of the Insurer located at Cuttack, she did not receive any reply. Finding no other alternative, she approached this Forum for Redressal.

On the other hand the Insurer submitted SCN/Counter pleading that the aforesaid 3 claims were denied by the competent authority on 21.06.2017 on the ground that even if death occurred due to sudden fall from stair case, sole cause of fall was due to reeling of head as a result of gastric diseases. This had been noticed from the court certified copy of police report where it was mentioned that the deceased was suffering from acidic/gastric long since. As mentioned in accident benefit clause 10(b) of the policy bond, DAB claim is payable if the life assured shall sustain any bodily injury resulting solely and directly from the accident caused by violent and visible means, directly and independently of all other causes, result in the death of the life assured. So the accident claim was repudiated by the Insurer.

18) Cause of Complaint:

a) Complainant's argument:- The claimant's argument was that her husband fell on the fire which was kept near the stair case which was the sole cause of the death. Although the deceased was being treated for acidity and gastric, death was due to sudden fall from the stair case which is an accident only. Hence, the accident benefit is payable in this case.

b) Insurers' argument:- On the other hand Insurer argued that the said claim was denied on the ground that even if the death occurred due to sudden fall from the staircase, cause of fall was due to reeling of head as a

result of gastric diseases. As mentioned in Accident Benefit clause 10(b) in the policy bond, DAB claim is payable if the life assured shall sustain any bodily injury resulting solely and directly from the accident caused by violent and visible means, directly and independently of all other causes, result in the death of the life assured. Here in this case the cause of death is gastric disease of the deceased. Hence, the claim was repudiated.

19) Reason for Registration of Complaint: - scope of the Insurance Ombudsman Rules 2017.

This is a complaint against non-payment of claim by the Insurer.

20) The following documents were placed for perusal.

- a) Photo copies of policy documents.
- b) Photo copies of claim papers submitted to Insurer.
- c) Photo copies of correspondences of Insurer regarding claim papers.

21) Result of hearing with both parties (Observations & Conclusion):- After a careful scrutiny of the documents placed before the Forum, it is found that this is a case of an accident only. The argument of the insurer is not only hypothetical but also farfetched. The reason given by the insurer can't be accepted as the fall appears to be purely accidental. The final report submitted by the claimant also states that the cause of death of the deceased was due to "shock and hemorrhage due to brain injury caused due to fall from the roof on the stair case and then on fire. There is no suspicion of any foul play." It implies that, although, the life assured was suffering from acidity and gastritis is was not the sole cause of death. Acidity and gastritis may not lead to some one's death. Hence, this forum is of the opinion that accident benefit equal to Sum Assured is payable in all these above mentioned three policies.

AWARD

Taking into account the facts & circumstances of the case and the submissions made by both the parties during the course of hearing, a sum of Rs.1030000/- is hereby awarded to be paid by the Insurer to the claimant as accident benefit, towards full and final settlement of the claim. Hence, the complaint is treated as allowed accordingly.

22) The attention of the Complainant and the Insurer is hereby invited to the following provisions of Insurance Ombudsman Rules, 2017:

- d. According to Rule 17(6) of the Insurance Ombudsman Rule 2017, the Insurer shall comply with the Award within 30 days of the receipt of the award and shall intimate the compliance to the Ombudsman.
- e. As per rule 17(7) the complainant shall be entitled to such interest at a rate per annum as specified in the regulations framed under the Insurance Regulatory and Development Authority of India Act 1999, from the date the claim ought to have been settled under the regulations, till the date of payment of the amount awarded by the Ombudsman.
- f. As per rule 17 (8) of the said rule, the award of the Insurance Ombudsman shall be binding on the Insurers.

Dated at Bhubaneswar on 28th Nov.2018

(I SURESH BABU)
INSURANCE OMBUDSMAN
FOR THE STATE OF ODISHA

**PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, STATE OF ODISHA
(UNDER RULE NO: 16(1)/17 of
THE INSURANCE OMBUDSMAN RULES, 2017)
OMBUDSMAN – Shri I Suresh Babu
CASE OF (Smt. Sangita Kar -V-LIC Of India,KMDO-1)
COMPLAINT REF: NO: BHU-L-029-1718-0179
AWARD NO: IO/BHU/A/LI/005/2018-2019**

1.	Name & Address of the Complainant	Mrs. Sangita Kar. W/O- Late Tapan Kumar kar. At- Badagorada P.O.- Kesharpur P.S.- Sarankul, Dist-NAYAGARH
2.	Policy No: Type of Policy Duration of policy/Policy period	458906638 Life NA
3.	Name of the insured Name of the policyholder	Sri Tapan Kumar Kar - do-
4.	Name of the insurer	LIC Of India,KMDO-1.
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of admission of the Complaint	21.06.2017.
8.	Nature of complaint	Non -payment of accident benefit under death claim by the Insurer.
9.	Amount of Claim	Rs.1,00,000/-
10.	Date of Partial Settlement	May 2017.
11.	Amount of relief sought	Rs1,00,000/-
12.	Complaint registered under Rule no: of Insurance Ombudsman Rules	13(1)(b)
13.	Date of hearing/place	19.11.2018 / Bhubaneswar
14.	Representation at the hearing	
	e) For the Complainant	Sangita Kar
	f) For the insurer	Not attended by the Insurer
15.	Complaint how disposed	Under Insurance Ombudsman Rule 17.
16.	Date of Award/Order	26.11.2018

17) Brief Facts of the Case:- The husband of the complainant took a policy from the present Insurer. Unfortunately he died on 18.01.2015 because of a wrong injection given to him by a third person. The claim papers were submitted to Insurer. She received Rs.1,00,000/- with bonus, excluding accident benefit. Finding no other alternative, she approached this Forum for Redressal.

18) Cause of Complaint: Non payment of accident benefit under the policy.

a) Complainant's argument:- According to the statement of the claimant, her husband was in a good state of health before the injection was given to him. He was taking a pan from a pan-shop nearby his village where the attendant of Damasahi Health Center administered a wrong injection on him after which immediately the LA died. The injection bottle with syringe was thrown to a nearby pond by the culprit immediately. Later, the attendant was arrested by the police. Paper flash in regard to the incident was also submitted by the claimant. As all this happened suddenly without the knowledge of the deceased, the claimant has requested for payment of accident benefit.

b) Insurers' argument:- The Insurer neither sent SCN nor attended the hearing held on 19.11.2018

19) Reason for Registration of Complaint: - Scope of the Insurance Ombudsman Rules 2017.
This is a complaint against non-payment of accident benefit claim by the Insurer.

20) The following documents were placed for perusal.

- a) Photo copies of policy documents.
- b) Photo copy of representation to Insurer and its reply.

21) Result of hearing (Observations & Conclusion):- After a careful hearing of the documents placed before the forum by the complainant, it was observed that the Insurer only paid the Sum Assured without accident benefit as death benefit under the said policy. It is a fact that the deceased had no knowledge of the incident that happened to him. It all happened suddenly with or without the knowledge of the attendant of the Health Center. Although, the Life Assured died due to the negligence of hospital's attendant, it is not the fault of the deceased. The deceased had not invited the attendant to give him a poisonous injection. The incident need to be seen from the victim's point of view. If any unforeseen, unlooked and un-expected mishap happens to the victim, it is to be treated as an accident only. Hence, in this case payment of accident benefit is admissible. Although the opponent party, the Insurer, was not present at the time of hearing it is directed to pay the accident benefit to the claimant as per rules.

AWARD

Taking into account the facts & circumstances of the case and the submissions made by the claimant during the course of hearing, the complainant is eligible to get accident benefit as per rules under the said policy.

Hence, the complaint is treated as allowed accordingly.

22) The attention of the Complainant and the Insurer is hereby invited to the following provisions of Insurance Ombudsman Rules, 2017:

- g. According to Rule 17(6) of the Insurance Ombudsman Rule 2017, the Insurer shall comply with the Award within 30 days of the receipt of the award and shall intimate the compliance to the Ombudsman.
- h. As per rule 17(7) the complainant shall be entitled to such interest at a rate per annum as specified in the regulations framed under the Insurance Regulatory and Development Authority of India Act 1999, from the date the claim ought to have been settled under the regulations, till the date of payment of the amount awarded by the Ombudsman
- i. As per the rule 17(8), of the said rules the award of the Insurance Ombudsman shall be binding on the Insurers.

Dated at Bhubaneswar on 26th November 2018.

(I. SURESH BABU)
INSURANCE OMBUDSMAN
FOR THE STATE OF ODISHA

**PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, STATE OF ODISHA
(UNDER RULE NO: 16(1)/17 of
THE INSURANCE OMBUDSMAN RULES, 2017)
OMBUDSMAN – Shri I Suresh Babu
CASE OF (Sri Ramesh Chandra Nayak -V-LIC of India, Cuttack DO)
COMPLAINT REF: NO: BHU-L-029-1718-0180
AWARD NO: IO/BHU/A/LI/032 /2017-2018**

1.	Name & Address of the Complainant	Mr. Ramesh Chandra Nayak, S/O-Late Lokanath Nayak, At-Naiguan, P.O-Gopalpur, via- Nischintakoili, CUTTACK
2.	Policy No: Type of Policy Duration of policy/Policy period	598820274 Life 28.03.2012
3.	Name of the insured Name of the policyholder	Late Lokanath Nayak - do-
4.	Name of the insurer	LICI, Cuttack DO
5.	Date of Repudiation	02.02.2017
6.	Reason for repudiation	Suppression of material fact with bearing on granting risk.
7.	Date of admission of the Complaint	12.07.2017
8.	Nature of complaint	Non -payment of death claim by the Insurer.
9.	Amount of Claim	Rs.1,25,000/-
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Settlement of claim as per guidelines of Insurer.
12.	Complaint registered under Rule no: of Insurance Ombudsman Rules	13(1)(b)
13.	Date of hearing/place	21.11.2018 / Bhubaneswar
14.	Representation at the hearing	
	g) For the Complainant	Biraja Prasad Mohanty
	h) For the insurer	Sunita Panda
15.	Complaint how disposed	Under Insurance Ombudsman Rule 17.
16.	Date of Award/Order	28.11.2018

17) Brief Facts of the Case- The life assured took a policy from present Insurer on 28.03.2012. Unfortunately he died on 28.08.2012. All claim papers were submitted to the Insurer during 2015. But the death claim was repudiated on 02.02.2017. Finding no other alternative he approached this Forum for Redressal.

On the other hand, the Insurer submitted SCN/Counter arguing that the claim was repudiated on 02.02.2017 by the competent authority on the ground of suppression of material fact, i.e-submission of fake & fabricated transfer certificate as age proof. Again, age difference of deceased father and his son, the complainant, is only 18 years which seems to be irrelevant.

18) Cause of Complaint:

a) Complainant's argument:- The complainant argued that the deceased life assured had submitted voter card as age proof at the time of taking the policy which was collected by the agent. But for the convenience of the corporation, the voter card was removed and a fake certificate was manufactured and submitted along with the policy for completion. All this has been done cunningly by the agent without the knowledge of the deceased life assured. But the voter card submitted by the deceased life assured is valid and correct which states that the age was 33 years as on 01.01.1994. Hence, as it is not the fault of the deceased life assured, the death benefit should be paid under the policy.

b) Insurers' argument:- The Insurer was of the opinion that, the transfer certificate submitted by the deceased life assured as age proof is fake and manufactured. The Head Master of Barapada UP school has also given one letter in writing that no such certificate was issued by the school. If the voter card will be accepted as age proof then the age of the DLA would be 52 years as on the date of proposal. As per their underwriting circular dated 15.01.2008, a policy of Sum Assured of Rs. 125000/- can not be given when a non-standard age proof is submitted. As per circular, maximum Sum Assured available under non-standard age proof is limited to Rs.50000/-. Again, age difference of deceased father and his son, the complainant, is only 18 years which seems to be irrelevant. Hence, the claim was repudiated by the Insurer.

19) Reason for Registration of Complaint: - scope of the Insurance Ombudsman Rules 2017.

This is a complaint against repudiation of claim by the Insurer.

20) The following documents were placed for perusal.

- a) Photo copies of policy documents.
- b) Photo copies of claim papers submitted to Insurer.
- c) Photo copies of correspondences of Insurer regarding claim papers.

21) Result of hearing with both parties (Observations & Conclusion):-

After a careful scrutiny of the documents and argument of both the parties it is observed that the concerned agent submitted a forged and manufactured transfer certificate along with the proposal only for completion of the policy. The agent did the mischief only to earn more commission without the knowledge of the life assured. The age of the life assured is calculated as 51 years as per the certificate and 52 years as per the voter cards and the difference is only 1 year. The Claimant also admitted that his father had submitted a valid voter card as age proof at the time of acceptance of the proposal. Further the Insurer's argument that the policy for SA of Rs.125000/- would not have been accepted had it been a non-standard age proof and deceased life assured was eligible only for Sum Assured of Rs.50000/- with a non-standard age proof (voter card). The agent who was aware that the insured would not be eligible for sum assured of Rs.125000/- on the basis of non-standard age proof, has fabricated a new proof, school leaving certificate so that the insured would be eligible for higher sum assured and the agent would get higher commission. The insured was nothing but the victim of a greedy unscrupulous agent. As the deceased life assured has paid full premium of the said policy and as per Insurer's underwriting rules only 50000/- Sum Assured can be accepted under non-standard age proof, this forum is of the opinion that Rs.50000/- be paid as death benefit under the said policy.

AWARD

Taking into account the facts & circumstances of the case and the submissions made by both the parties during the course of hearing, a sum of Rs.50000/- (Rupees fifty thousand only) is hereby awarded to be paid by the Insurer to the claimant as full and final settlement of the claim.

Hence, the complaint is treated as allowed accordingly.

22) The attention of the Complainant and the Insurer is hereby invited to the following provisions of Insurance Ombudsman Rules, 2017:

- j. According to Rule 17(6) of the Insurance Ombudsman Rule 2017, the Insurer shall comply with the Award within 30 days of the receipt of the award and shall intimate the compliance to the Ombudsman.
- k. As per rule 17(7) the complainant shall be entitled to such interest at a rate per annum as specified in the regulations framed under the Insurance Regulatory and Development Authority of India Act 1999, from the date the claim ought to have been settled under the regulations, till the date of payment of the amount awarded by the Ombudsman.
- l. According to the said rule, the award of the Insurance Ombudsman shall be binding on the Insurers.

Dated at Bhubaneswar on 18th Nov. 2018.

(I SURESH BABU)
INSURANCE OMBUDSMAN
FOR THE STATE OF ODISHA

**PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, STATE OF ODISHA
(UNDER RULE NO: 16(1)/17 of
THE INSURANCE OMBUDSMAN RULES, 2017)
OMBUDSMAN – Shri I Suresh Babu
CASE OF (Smt. Baisali Mohapatra -V-LICI,KSDO,Kolkata)
COMPLAINT REF: NO: BHU-L-029-1718-0186
AWARD NO: IO/BHU/A/LI/33 /2017-2018**

1.	Name & Address of the Complainant	Mrs. Baisali Mohapatra, Plot No.-48/992, Mahatab Road, Bhubaneswar-751002
2.	Policy No: Type of Policy Duration of policy/Policy period	422997815 Life 16.09.2002
3.	Name of the insured Name of the policyholder	Late Jiban Kumar Mohapatra. - do-
4.	Name of the insurer	LICI,KSDO,Kolkata
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of admission of the Complaint	12.07.2017
8.	Nature of complaint	Non -payment of claim by the Insurer.
9.	Amount of Claim	Rs.30,000/-
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Rs.30,000/-+Interest
12.	Complaint registered under Rule no: of Insurance Ombudsman Rules	13(1)(a)
13.	Date of hearing/place	21.11.2018 / Bhubaneswar
14.	Representation at the hearing	
	i) For the Complainant	Mrs. Baisali Mohapatra
	j) For the insurer	D Nayak, CRM, Bhubaneswar
15.	Complaint how disposed	Under Insurance Ombudsman Rule 17.
16.	Date of Award/Order	

17) Brief Facts of the Case:- The husband of the complainant took a single premium policy on 16.09.2002 with sum assured Rs.30,000/- for a period of 10 years. Unfortunately he died on 01.08.2004 by accident. The death claim was lodged by the claimant as nominee. The receipt of all document were acknowledged by Insurer on 17.12.2014. Subsequently, a revised form No. 3783(A) was sent as per their request on 17.01.2005. But still the claim remained unsettled for a long period. Finding no other alternative she approached this Forum for Redressal at Kolkata which was forwarded here subsequently.

However, as per the SCN submitted by the Insurer, the claim stands settled through NEFT on 06.09.2017. But now the claimant has applied for interest on the said amount.

18) Cause of Complaint:

a) Complainant's argument:- Claimant admitted that she has received the death claim under the said policy. But there was an abnormal delay in payment of the same. She was going through severe financial crisis. After the death of her husband she was the only person to look after the entire family and give proper education to her only child. The date of death was 01.08.2004. Delay in submission of claim form was due to the concerned agent who collected all papers without submitting it in time in the office. However, after several follow-up, papers were submitted in the Office on 25.01.2013 without any requirement. But the claim was settled on 06.09.2017. Hence, the corporation should pay interest in the claim amount for delayed payment.

b) Insurers' argument:- Insurer was of the opinion that the claimant submitted claim forms and Xerox copies of Death certificate/PMR/FIR without attestation. After consideration, the claim was admitted by the competent authority for Basic Sum Assured subject to attestation of above certificates. But the claimant did

not respond to it. However, the claim stands settled through NEFT on 06.09.2017. Hence, the petition may be dismissed.

19) Reason for Registration of Complaint: - scope of the Insurance Ombudsman Rules 2017.

This is a complaint against non-payment of claim by the Insurer.

20) The following documents were placed for perusal.

- a) Photo copies of policy documents.**
- b) Photo copies of claim papers submitted to Insurer.**
- c) Photo copies of correspondences of Insurer regarding claim papers.**

21) Result of hearing with both parties (Observations & Conclusion):- After going through in detail the records and the arguments of both the parties, it is observed that the claimant submitted all the claim papers in the office for the first time on 13.09.2004. Acknowledgement letter of Branch In-charge of Barakpur Branch of KS DO is also submitted in this regard. But, she did not receive any communication from the Insurer regarding the requirements as she had shifted from West-Bengal to Bhubaneswar after the death of her husband. Further, the claimant had made several communications with the concerned branch on different dates to which the Insurer did not give any importance. However, she has produced one acknowledgement letter dated 25.01.2013 issued by Branch Manager, Barakpur Branch, asking the claimant to execute discharge voucher and NEFT mandate for payment of claim amount. As per the SCN submitted by the Insurer, it is clear that the claim was paid on 06.09.2017. This is a single premium policy where the deceased life assured had invested Rs.25881.00 on 16.09.2002 and the Insurer paid only the basic Sum assured, i.e Rs.30000/-. Hence, this forum is of the opinion that as the insurer has already received all the papers on 25.01.2013 and asked the claimant to execute discharge and NEFT mandate, the claimant is eligible to receive interest on the said amount w.e.f 25.01.2013.

AWARD

Taking into account the facts & circumstances of the case and the submissions made by both the parties during the course of hearing, it is awarded that the claimant is to be paid interest by the Insurer on the claim amount w.e.f 25.01.2013 as full and final settlement of claim amount. Hence, the complaint is treated as admitted accordingly.

22) The attention of the Complainant and the Insurer is hereby invited to the following provisions of Insurance Ombudsman Rules, 2017:

- m. According to Rule 17(6) of the Insurance Ombudsman Rule 2017, the Insurer shall comply with the Award within 30 days of the receipt of the award and shall intimate the compliance to the Ombudsman.**
- n. As per rule 17(7) the complainant shall be entitled to such interest at a rate per annum as specified in the regulations framed under the Insurance Regulatory and Development Authority of India Act 1999, from the date the claim ought to have been settled under the regulations, till the date of payment of the amount awarded by the Ombudsman.**
- o. As per rule 17(8) of the said rule, the award of the Insurance Ombudsman shall be binding on the Insurers.**

Dated at Bhubaneswar on 28th Nov.2018

**(I Suresh Babu)
INSURANCE OMBUDSMAN
FOR THE STATE OF ODISHA**

**PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, STATE OF ODISHA
(UNDER RULE NO: 16(1)/17 of
THE INSURANCE OMBUDSMAN RULES, 2017)
OMBUDSMAN – Shri I Suresh Babu
CASE OF (Smt. Sudesna Nayak -V-LIC Of India,Berhampur DO)
COMPLAINT REF: NO: BHU-L-029-1718-0223
AWARD NO: IO/BHU/A/LI/034 /2017-2018**

1.	Name & Address of the Complainant	Smt. Sudesna Nayak, W/O-Late Abhaya Charan Nayak, At/PO-Kanabagir Nedinaju Via-Udayagiri Dt-Kandhamal.
2.	Policy No: Type of Policy Duration of policy/Policy period	572904555 Life 13.02.2010
3.	Name of the insured Name of the policyholder	Sri Avaya Charan Nayak - do-
4.	Name of the insurer	LIC Of India, Berhampur DO.
5.	Date of Repudiation	31.03.2015
6.	Reason for repudiation	NA Withholding material information regarding health at the time of taking policy by life assured
7.	Date of admission of the Complaint	31.07.2017.
8.	Nature of complaint	Non -payment of death claim by the Insurer.
9.	Amount of Claim	Rs.1,25,000/-
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Rs7,80,000/-
12.	Complaint registered under Rule no: of Insurance Ombudsman Rules	13(1)(b)
13.	Date of hearing/place	21.11.2018 / Bhubaneswar
14.	Representation at the hearing	
	k) For the Complainant	None
	l) For the insurer	Sri N Parmanik
15.	Complaint how disposed	Under Insurance Ombudsman Rule 17.
16.	Date of Award/Order	28.11.2018

17) Brief Facts of the Case:- The husband of the complainant took a policy from the present Insurer on 13.02.2010. Unfortunately he died on 23.10.2012. The claim papers were submitted to Insurer. But the death claim was repudiated by the Insurer on 30.03.2015 on the ground of withholding material information regarding health by life assured. Subsequently, it was represented to the Grievance officer of LIC but it was also rejected. But her husband never suffered from the ailments referred by Insurer prior to taking the policy. The ailment started only on 26.08.2012 and he was admitted to SCBMCH, Cuttack. The statements made by her husband in the proposal form are true and her husband was never a diabetic patient as alleged by the Insurer. Her claim was repudiated by LIC without looking to the facts properly. Finding no other alternative, she approached this Forum for Redressal.

18) Cause of Complaint:

a) Complainant's argument:- Although the complainant was absent in hearing, it is evident from her application that the deceased life assured was innocent and had no malafide intention to suppress the material facts regarding his health prior to the commencement of the policy. The deceased life assured was bitten by a mouse and after that he suffered from malaria which was the cause of kidney failure. He was not admitted to any Hospital prior to the commencement of the policy. He was never a diabetic patient as has been alleged by the LIC authorities. She has also submitted some documents regarding the treatment of her husband.

b) Insurers' argument:- Insurer on the other hand submitted that the deceased life assured deliberately suppressed the material facts of his ill health to take advantage of the insurance claim. Claim form B1 mentions that the life assured was suffering from DM2, CKD & Bed shore for last 3 years. So the competent authority has taken the decision to repudiate the claim under the policy.

19) Reason for Registration of Complaint: - scope of the Insurance Ombudsman Rules 2017.

This is a complaint against non-payment of death claim by the Insurer.

20) The following documents were placed for perusal.

a) Photo copies of policy documents.

b) Photo copy of representation to Insurer and its reply.

21) Result of hearing with both parties (Observations & Conclusion):- The forum elaborately examined all the documents placed before it. There is no dispute that death of the deceased life assured has occurred on 23.10.2012 more than two years after the commencement of the policy. But the Insurer's argument that the deceased life assured was suffering from some ailments prior to the commencement of the policy could not be established due to want of proof. As per the insurer, he was suffering from type 2 diabetes. But these days diabetes has become a part of life which can be controlled by proper medication and food habits. Type 2 diabetes can not lead to some one's death. However, the claimant has denied that her husband was never a diabetic patient. She has narrated that her husband was bitten by a mouse after which he suffered from malaria which lead to 33% damage of his kidney. Then while treating kidney suddenly large intestine was affected and he suffered from loose motion and diarrhea. All these developments were after the commencement of the policy. The Insurer also could not substantiate its opinion with regard to the sufferings of the deceased life assured as all the prescriptions were dated by a date after the commencement of the policy. Hence, this forum is of the opinion that the death claim of Rs.125000/- be paid to the claimant by the Insurer.

AWARD

Taking into account the facts & circumstances of the case and the submissions made by both the parties during the course of hearing, a sum of Rs.125000/- (Rupees one lakh twenty five thousand only) is hereby awarded to be paid by the Insurer to the claimant, towards full and final settlement of the claim.

Hence, the complaint is treated as allowed accordingly.

22) The attention of the Complainant and the Insurer is hereby invited to the following provisions of Insurance Ombudsman Rules, 2017:

- p. According to Rule 17(6) of the Insurance Ombudsman Rule 2017, the Insurer shall comply with the Award within 30 days of the receipt of the award and shall intimate the compliance to the Ombudsman.
- q. As per rule 17(7) the complainant shall be entitled to such interest at a rate per annum as specified in the regulations framed under the Insurance Regulatory and Development Authority of India Act 1999, from the date the claim ought to have been settled under the regulations, till the date of payment of the amount awarded by the Ombudsman
- r. As per rule 17(8) of the award of the Insurance Ombudsman shall be binding on the Insurers.

Dated at Bhubaneswar on 28th Nov.2018

(I Suresh Babu)
INSURANCE OMBUDSMAN
FOR THE STATE OF ODISHA

**PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, STATE OF ODISHA
(UNDER RULE NO: 16(1)/17 of
THE INSURANCE OMBUDSMAN RULES, 2017)
OMBUDSMAN – Shri I Suresh Babu
CASE OF (Smt. Kabita Manjari Bhoi -V-LIC Of India,Berhampur DO)
COMPLAINT REF: NO: BHU-L-029-1718-0231
AWARD NO: IO/BHU/A/LI/35 /2017-2018**

1.	Name & Address of the Complainant	Smt. Kabita Manjari Bhoi, C/O- Prahalad saho, Kunjabana Garh, At/Po-Daspalla, Dt. Nayagarh.
2.	Policy No: Type of Policy Duration of policy/Policy period	570143043 Life NA
3.	Name of the insured Name of the policyholder	Late Dillip Kumar bhoi - do-
4.	Name of the insurer	LIC Of India, Berhampur DO.
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of admission of the Complaint	04.08.2017
8.	Nature of complaint	Non -payment of death claim by the Insurer.
9.	Amount of Claim	Rs.50,000/-
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	SA + Bonus + Accidental SA
12.	Complaint registered under Rule no: of Insurance Ombudsman Rules	13(1)(a)
13.	Date of hearing/place	21.11.2018/ Bhubaneswar
14.	Representation at the hearing	
	m) For the Complainant	Pradeep Kumar Sahoo
	n) For the insurer	N Parmanik
15.	Complaint how disposed	Under Insurance Ombudsman Rule 17.
16.	Date of Award/Order	28.11.2018

17) Brief Facts of the Case:- The husband of the complainant was having a policy with the present Insurer, sum assured being Rs. 50,000/-. He died on 07.04.2007 due to accident. In spite of running to the Insurer many a times, the claim was not settled as yet. Finding no other alternative, she approached this Forum for Reddressal. She was asked to submit some papers relevant to the claim for registration of the case but she did not respond. So this case could not be registered. Then she approached the Honorable High Court vide WP(C) no.13594 of 2017 who disposes the petition with a direction to this Forum to dispose the complaint after affording reasonable opportunity of hearing to the petitioner and other parties and take a decision strictly in accordance with law within a period of 30 days.

18) Cause of Complaint:

a) Complainant's argument:- The complainant argued that in spite of several requests to the Insurer, the death claim of her husband in respect of the above said policy is not settled . Her husband had taken one policy from LIC of India vide policy no 570143043. He died in an accident on 07.04.2007, but till date the claim amount is not paid by the insurer on the plea that the policy bond along with requisite papers are not submitted. However the claimant is unable to submit the above documents as it is lost somewhere.

b) Insurers' argument:- The Insurer opined that the date of commencement date of the policy was 28.08.1997 with first unpaid premium 04.2007. Death of the life assured occurred on 07.04.2007 and it was intimated to the Insurer on 24.08.2015. This is a time barred case as death intimation is received after 3 years from the date of death. Honorable Ombudsman vide his award no 10/BHU/A/LI/0019/2016-17 had ordered to condone the delay and make payment of death claim in respect of another policy (pol. No. 570143038) on same life which stands paid. But for this case the claimant has not submitted relevant papers along with the policy bond for processing at their end. Hence, once the requisite papers are submitted by the claimant the claim amount will be paid.

19) Reason for Registration of Complaint: - scope of the Insurance Ombudsman Rules 2017.

This is a complaint against non-payment of death claim by the Insurer.

20) The following documents were placed for perusal.

a) Photo copies of policy documents.

b) Photo copy of representation to Insurer and its reply.

21) Result of hearing with both parties (Observations & Conclusion):- After examination of the available documents with utmost care and caution, it is observed that, the deceased life assured had more than one policy with the same insurer. The delay in submission of the requisite papers was due to the negligence of the claimant. Earlier the claimant had also applied to Ombudsman Bhubaneswar regarding non-payment of death claim amount in respect of some other policy and after the intervention of previous Ombudsman death claim in respect of policy no. 570143038 was also settled with accident benefit. The argument of the insurer that in spite of several reminders the claimant did not submit the requisite papers is genuine. Unless the relevant papers are submitted Insurer is helpless to settle the death claim. Hence, this forum advised the claimant to submit the requisite papers to help the Insurer to settle the death claim immediately.

AWARD

If there is any issue with the insurer after submission of all the documents required, the claimant is free to approach this forum for adjudication. This forum can't exercise its jurisdiction on the issue which is incomplete i.e the award would not be yet decided.

22) The attention of the Complainant and the Insurer is hereby invited to the following provisions of Insurance Ombudsman Rules, 2017:

- s. According to Rule 17(6) of the Insurance Ombudsman Rule 2017, the Insurer shall comply with the Award within 30 days of the receipt of the award and shall intimate the compliance to the Ombudsman.
- t. As per rule 17(7) the complainant shall be entitled to such interest at a rate per annum as specified in the regulations framed under the Insurance Regulatory and Development Authority of India Act 1999, from the date the claim ought to have been settled under the regulations, till the date of payment of the amount awarded by the Ombudsman.
- u. According to the said rule, the award of the Insurance Ombudsman shall be binding on the Insurers.

Dated at Bhubaneswar on 28th Nov. 2018

(I SURESH BABU)
INSURANCE OMBUDSMAN
FOR THE STATE OF ODISHA

**PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, STATE OF ODISHA
(UNDER RULE NO: 16(1)/17 of
THE INSURANCE OMBUDSMAN RULES, 2017)
OMBUDSMAN – Shri I Suresh Babu
CASE OF (Smt. Babita Panda -V- LIC Of India, Sambalpur DO)
COMPLAINT REF: NO: BHU-L-029-1718-0243
AWARD NO: IO/BHU/A/LI/ 002/2018-2019**

1.	Name & Address of the Complainant	Smt. Babita Panda, C/O- Gitanjali Mohapatra, AE- 113, VSS Nagar, Bhubaneswar- 751007.
2.	Policy No: Type of Policy Duration of policy/Policy period	593839477 Life 28.03.2010
3.	Name of the insured Name of the policyholder	Smt. Hemalata Panda - do-
4.	Name of the insurer	LIC Of India, Sambalpur DO.
5.	Date of Repudiation	08.12.2015
6.	Reason for repudiation	NA Withholding material information regarding age at the time of taking policy by life assured
7.	Date of admission of the Complaint	10.08.2017.
8.	Nature of complaint	Non -payment of death claim by the Insurer.
9.	Amount of Claim	Rs.1,00,000/-
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Rs1,00,000/- + interest
12.	Complaint registered under Rule no: of Insurance Ombudsman Rules	13(1)(b)
13.	Date of hearing/place	19.11.2018/ Bhubaneswar
14.	Representation at the hearing	
	o) For the Complainant	Babita Panda
	p) For the insurer	Jubraj Muna
15.	Complaint how disposed	Under Insurance Ombudsman Rule 17.
16.	Date of Award/Order	26.11.2018

17) Brief Facts of the Case:- The mother of the complainant took a policy from the present Insurer on 28.03.2010. Unfortunately she died on 08.12.2014. The claim papers were submitted to Insurer. But the death claim was repudiated by the Insurer on 08.12.2015 on the ground of withholding material information regarding age by life assured. Subsequently, it was represented to the Grievance officer of LIC but it was also rejected. Finding no other alternative, she approached this Forum for Redressal.

18) Cause of Complaint:

a) Complainant's argument:- The Complaint's argument was that, her mother had never submitted the certificate as age proof. She was also not aware that the proposal was completed on the basis of a certificate. As per her knowledge, her mother had submitted only voter card as the age proof.

b) Insurers' argument:- As per the Insurer (Life Insurance Corporation Of India) this is a case of early claim as death occurred within 3 years from the date of revival. Date of revival was 09.07.2013 and the date of death was 08.12.2014. The basic conditions for acceptance of the policy is standard age proof which she submitted from Raja Basudev High school Deogarh to which the school authority contradicted by their letter dated 17.11.2015. According to the school authority no such certificate was issued by the school. The said educational institution is for Boys only. No girl students were reading here in any circumstances. As per the school authorities, the admission number 42/ July 1976 is completely wrong. Even the signature of the Headmaster is totally forged. Hence the Insurer repudiated the claim on the ground of concealment of material facts.

19) Reason for Registration of Complaint: - scope of the Insurance Ombudsman Rules 2017.

This is a complaint against non-payment of death claim by the Insurer.

20) The following documents were placed for perusal.

- a) Photo copies of policy documents.
- b) Photo copy of Voter I card and Pension papers
- b) Photo copy of representation to Insurer and its reply.

21) Result of hearing with both parties (Observations & Conclusion):- I have gone through all the documents supplied by both the claimant and the Insurer. From the documents produced by the Insurer, it is evident that the Xerox copy of the certificate issued by Raja Basudev High School, Deogarh, is completely forged and fabricated. Only to avail insurance for a SA of 100000/- LA have submitted a forged certificate. The written statement of the Headmaster of Raja Basudev High School dated 17.11.2015 also proves that the certificate is a forged one. Moreover, the life assured was a widow and was getting pension for her husband. The pension papers produced by the Insurer also states that the date of birth of the LA was 11.10.1954 i.e she was of 55 years old at the time of taking the policy. The Voter card produced by the Insurer also states that the age of the LA as on 01.01.1994 was 40 years which means she was also 55 years old at the time of taking the policy. But as per the fabricated certificate submitted by the Life Assured at the time of the proposal the age was 48 years only (DOB- 16.04.1962). According to the Insurer a widow having a non standard age proof can not avail insurance of Rs.100000/-. So it is a clear case of mis-statement of age which was made with a malafide intention only to grab insurance from the Insurer. As the situation casts a shadow of doubt regarding the date of age, the death claim of the complaint does not sustain.

AWARD

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

22) The attention of the Complainant and the Insurer is hereby invited to the following provisions of Insurance Ombudsman Rules, 2017:

- v. According to Rule 17(6) of the Insurance Ombudsman Rule 2017, the Insurer shall comply with the Award within 30 days of the receipt of the award and shall intimate the compliance to the Ombudsman.
- w. As per the rule 17 (8) of the said rule, the award of the Insurance Ombudsman shall be binding on the Insurers.

Dated at Bhubaneswar on 26th Nov.2018

(I SURESH BABU)
INSURANCE OMBUDSMAN
FOR THE STATE OF ODISHA

**PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, STATE OF ODISHA
(UNDER RULE NO: 16(1)/17 of
THE INSURANCE OMBUDSMAN RULES, 2017)
OMBUDSMAN – Shri I Suresh Babu
CASE OF (Smt. Suprava Rawlo -V-LIC of India, Cuttack DO)
COMPLAINT REF: NO: BHU-L-029-1718-0260
AWARD NO: IO/BHU/A/LI/ 001/2018-2019**

1.	Name & Address of the Complainant	Mrs. Suprava Rawlo, Qr. No.M/321, Bandha Bahal Colony, Jharsuguda-768211, Odisha.
2.	Policy No: Type of Policy Duration of policy/Policy period	592282649 Life 28.02.2012.
3.	Name of the insured Name of the policyholder	Late Srinibash Rawlo. - do-
4.	Name of the insurer	LICI, Sambalpur DO
5.	Date of Repudiation	02.02.2016.
6.	Reason for repudiation	Suppression of material fact regarding health while taking the policy.
7.	Date of admission of the Complaint	23.08.2017
8.	Nature of complaint	Non -payment of death claim by the Insurer.
9.	Amount of Claim	Rs.2,00,000/-
10.	Date of Partial Settlement	NA.
11.	Amount of relief sought	SA + Bonus.
12.	Complaint registered under Rule no: of Insurance Ombudsman Rules	13(1)(b)
13.	Date of hearing/place	19.11.2018 / Bhubaneswar
14.	Representation at the hearing	
	q) For the Complainant	Sanjaya Kumar Roul
	r) For the insurer	Jubraj Muna
15.	Complaint how disposed	Under Insurance Ombudsman Rule 17.
16.	Date of Award/Order	26.11.2018

17) Brief Facts of the Case:- The husband of the complainant took aforesaid policy from the present Insurer during February 2012. Unfortunately, her husband died on 08.12.2014. She lodged the claim to the Insurer but it was repudiated. Then she represented to the grievance officer but the same decision was kept upheld. Being dissatisfied with the decision of the Insurer and finding no other alternative, she approached this Forum for Redressal.

On the other hand the Insurer submitted SCN/Counter pleading that the claim was investigated as an early claim. The aforesaid policy was taken on 08.02.2012. The life assured died on 08.12.2014. During the investigation, it was found that the policy holder had been suffering from type 2 diabetic and hypertension before he took the policy. It was substantiated by the departmental medical diary of his employer. So the claim was repudiated on the ground of deliberate misstatement of material fact regarding health at the time of submitting proposal. The same decision was also upheld by the grievance officer also.

18) Cause of Complaint:

a) Complainant's argument:- As per the claimant the Life assured was admitted in the Hospital long after the commencement of the policy. Diabetes and hypertension are considered as a common disease these days and it has become a part of life. Most of the people suffer from this disease because of their life style. Moreover the agent also did not explain to the proposer in detail the importance of these disease at the time of doing the policy. Again, there is a common practice that whenever an employee need leave for any purpose, he prefers to avail sick leave as it is easy to avail and there is no financial loss to the employee. Hence, the medical diary of the employer can be disputed.

b) Insurers' argument:- But, the Insurer opined that, the deceased deliberately hide the fact that he was suffering from type 2 diabetes and hypertension before taking the policy. The life assured being fully aware of this fact did not disclose it in the proposal form and gave mis-statement regarding his health.

19) Reason for Registration of Complaint: - scope of the Insurance Ombudsman Rules 2017.

This is a complaint against non-payment of claim by the Insurer.

20) The following documents were placed for perusal.

a) Photo copies of policy documents.

b) Photo copy of the Proposal form.

c) Photo copies of correspondences of Insurer regarding claim papers.

21) Result of hearing with both parties (Observations & Conclusion):- I have elaborately examined all the documents placed before this forum. Although Insurer produced some documents/prescription regarding his treatment for diabetes and hypertension prior to the commencement of the policy, it could not substantiate the fact that death occurred due to diabetes. As per the Doctor's statement in the discharge summary of Ashwini Hospital, Cuttack dated 04.11.2014, although the deceased was suffering from type 2 diabetes, he was stable and referred to Hematology Hospital for further investigation. The Insurer also could not produce any substantial documents regarding the cause of death. Further, the claimant was of the view that her husband was not explained by the agent regarding the importance of various questions asked in the proposal form in connection to his health. Hence, this forum is of the opinion that OP should be paid the benefits of the policy, i.e Sum Assured with bonus by the Insurer.

AWARD

Taking into account the facts & circumstances of the case and the submissions made by both the parties during the course of hearing, the complaint is eligible to get Rs.200000/ (SA)+ Bonus as benefit under the policy.

Hence, the complaint is treated as allowed accordingly.

22) The attention of the Complainant and the Insurer is hereby invited to the following provisions of Insurance Ombudsman Rules, 2017:

- x. According to Rule 17(6) of the Insurance Ombudsman Rule 2017, the Insurer shall comply with the Award within 30 days of the receipt of the award and shall intimate the compliance to the Ombudsman.
- y. As per rule 17 (8) of the said rule, the award of the Insurance Ombudsman shall be binding on the Insurers.

Dated at Bhubaneswar on 26th Nov.2018

(I SURESH BABU)
INSURANCE OMBUDSMAN
FOR THE STATE OF ODISHA

**PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, STATE OF ODISHA
(UNDER RULE NO: 16(1)/17 of
THE INSURANCE OMBUDSMAN RULES, 2017)
OMBUDSMAN – Shri I SURESH BABU
CASE OF (Sri Bibhabasu Dash –V- LIC OF INDIA,Bhubaneswar DO)
COMPLAINT REF: NO: BHU-L-029-1718-0294
AWARD NO: IO/BHU/A/LI/ 036/2017-2018**

1.	Name & Address of the Complainant	Sri Bibhabasu Dash, D-20, Defence colony, Near Budha park, Niladri Vihar, Bhubaneswar – Dt- Khoradha.
2.	Policy No: Type of Policy Duration of policy/Policy period	587779417, 587717135. Life 28.02.2011, 01.03.2011.
3.	Name of the insured Name of the policyholder	Late Mamata Subhadarsini. - do-
4.	Name of the insurer	LIC OF INDIA, Bhubaneswar DO
5.	Date of Repudiation	30.03.2013
6.	Reason for repudiation	Withholding material information regarding health at the time of proposal.
7.	Date of admission of the Complaint	31.08.2017
8.	Nature of complaint	Repudiation of death claim by Insurer.
9.	Amount of Claim	Rs.5,00,000/- + Rs.3,00,000/- Sum Assured
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Rs.8,00,000/-
12.	Complaint registered under Rule no: of Insurance Ombudsman Rules	13(1)(b)
13.	Date of hearing/place	21.11.2018 / Bhubaneswar
14.	Representation at the hearing	
	s) For the Complainant	Sri Bibhabasu Dash
	t) For the insurer	Sri D Nayak
15.	Complaint how disposed	Under Insurance Ombudsman Rule 17.
16.	Date of Award/Order	28.11.2018

17) Brief Facts of the Case:- The wife of the petitioner had taken 2 policies as stated above during 2011. Unfortunately she died 28.07.2012. The complainant lodged the claim to Insurer but the company repudiated the liability on the ground that the deceased insured had withheld material information regarding health. The petitioner represented to the grievance officer of the Insurer on 28.06.2013 but no communication had yet been received. Again the claimant appealed to Hon'ble High Court against the Insurer and High Court has directed Hon'ble Ombudsman to settle the case suitably.

On the other hand Insurer submitted SCN/Counter pleading that the deceased took 2 policies on 28.02.2011 & 01.03.2011 from two branches. While taking policies she had declared that she was having good health. The life assured died on 28.07.2012 committing suicide. Since it was an early claim the matter was investigated. It was found that she was a schizophrenic patient under constant treatment by various doctors prior to taking policies. Had the fact regarding ailment been disclosed in the proposal form, the underwriting decision would have been different. So the claim was repudiated with no payment liabilities.

However, as the claim was repudiated by the Insurer, the claimant filed a petition in the Hon'ble High Court. The Hon'ble High court has entrusted the job of settlement to Hon'ble Ombudsman after receiving evidence from both the parties.

18) Cause of Complaint:

a) Complainant's argument:- The complainant admitted that in the year 2007 the deceased life assured showed some abnormal behavior for which she was treated by a psychiatrist during the 2007. The treatment continued for about one year after which she became perfectly all right. After a long period, towards November 2011, again she started the same behavior for which she was under the treatment of the same psychiatrist. As she complained severe pain inside her head, he consulted another Doctor and treatment continued till he death. However, death was not due to her disease (Schizophrenia) rather due to suicide. Hence, the Insurer should pay the death benefit under the policies.

b) Insurers' argument:- Insurer was of the opinion that it is a known case of schizophrenia which the deceased life assured did not disclose at the time of purchasing the policy. She was in constant treatment of various Doctors since long and prior to taking the policies. She had not disclosed these fact in the proposal forms. Had the fact regarding her ailments been disclosed in the proposal forms, the underwriting decision for assurance would have been different. Hence, the claim was repudiated.

19) Reason for Registration of Complaint: - scope of the Insurance Ombudsman Rules 2017.

This is a complaint against non-payment of claim by the Insurer.

20) The following documents were placed for perusal.

a) Photo copies of policy documents.

b) Photo copy of representation to Insurer and its reply.

21) Result of hearing with both parties (Observations & Conclusion):- After careful observation of the documents and arguments made by both the parties, it is observed that the life assured died due to suicide. But the Insurer could not submit any medical report to prove that the deceased committed suicide due to schizophrenia. The claimant, as a gesture of good will only, submitted all the medical reports of the deceased life assured to the insurer from which the Insurer framed the opinion that she was suffering from the said disease. The fact that the claimant submitted all the medical reports without withholding the reports of mental illness of his wife only proves that the claim is genuine or bonafide. Otherwise, the claimant would not have submitted these reports which became the basis or ground of repudiation. Hence, this forum is of the opinion that in the absence of any valid proof regarding the cause of death, the Insurer should pay the Sum assured of Rs. 800000/- to the claimant as benefit under the said policies.

AWARD

Taking into account the facts & circumstances of the case and the submissions made by both the parties during the course of hearing, a sum of Rs.800000/ (Rupees Eight lakh only) is hereby awarded to be paid by the Insurer to the complainant towards full and final settlement of the claim.

Hence, the complaint is treated as allowed accordingly.

22) The attention of the Complainant and the Insurer is hereby invited to the following provisions of Insurance Ombudsman Rules, 2017:

- z. According to Rule 17(6) of the Insurance Ombudsman Rule 2017, the Insurer shall comply with the Award within 30 days of the receipt of the award and shall intimate the compliance to the Ombudsman.

- aa. As per rule 17(7) the complainant shall be entitled to such interest at a rate per annum as specified in the regulations framed under the Insurance Regulatory and Development Authority of India Act 1999, from the date the claim ought to have been settled under the regulations, till the date of payment of the amount awarded by the Ombudsman.
- bb. As per rule 17(8) of the said rule, the award of the Insurance Ombudsman shall be binding on the Insurers.

Dated at Bhubaneswar on 28th Nov. 2018

(I SURESH BABU)
INSURANCE OMBUDSMAN
FOR THE STATE OF ODISHA

**PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, STATE OF ODISHA
(UNDER RULE NO: 16(1)/17 of
THE INSURANCE OMBUDSMAN RULES, 2017)
OMBUDSMAN – Shri I Suresh Babu
CASE OF (Smt. Basanti Dalei -V-LIC Of India, Cuttack DO)
COMPLAINT REF: NO: BHU-L-029-1718-0413
AWARD NO: IO/BHU/A/LI/ 037/2017-2018**

1.	Name & Address of the Complainant	Smt. Basanti Dalei, At/PO- Kantigadia, via- Haridaspur, Dist- Jajpur.
2.	Policy No: Type of Policy Duration of policy/Policy period	583167757 Life15.07.1999.
3.	Name of the insured Name of the policyholder	Late Gagan Dalei. - do-
4.	Name of the insurer	LIC Of India, Cuttack DO.
5.	Date of Repudiation	06.01.2017.
6.	Reason for repudiation	Claim is barred by limitation.
7.	Date of admission of the Complaint	10.11.2017
8.	Nature of complaint	Non -payment of death claim by the Insurer.
9.	Amount of Claim	Rs.25,000/-
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Rs.25,000/-
12.	Complaint registered under Rule no: of Insurance Ombudsman Rules	13(1)(b)
13.	Date of hearing/place	21.11.2018/ Bhubaneswar
14.	Representation at the hearing	
	u) For the Complainant	Basanti Dalai
	v) For the insurer	Sunita Panda
15.	Complaint how disposed	Under Insurance Ombudsman Rule 17.
16.	Date of Award/Order	28.11.2018

17) Brief Facts of the Case:- The husband of the complainant took the aforesaid policy from the present Insurer during July 1999 but unfortunately he died on 23.10.2003 in a road accident. At that time she was not sure about the existence of the policy. When she knew about the policy she lodged a death claim and complied the requirement raised by Cuttack divisional office. But finally claim was rejected on the ground of barred by limitation. The policy was in force for more than 3 years & policy was matured during 07/2014. But no communication had been made by Insurer to that effect. Without looking to the facts mentioned above, the liability of claim was rejected. Being aggrieved by such decision she appealed to Hon'ble High Court for

redressal. But High Court assigned the job to Insurance Ombudsman with a direction to settle it within a period of eight weeks from the date of receipt of the application. Hence, she approached this Forum for Redressal.

18) Cause of Complaint:

a) Complainant's argument:- The complainant argued that her husband died due to an accident on 23.10.2003 . But she was not aware of the existence of a life insurance policy on the life of her husband for which there was a delay in submission of the claim papers. Hence, the delay may be condoned and the claim amount may be paid to her with interest.

b) Insurers' argument:- The claimant repudiated the claim on the ground of delay in submission of the claim papers. As per the Insurer's statement the claimant intimated regarding the death nearly about 12 years after the date of death. Hence as per PS manual (part-2) chapter-2, section 4.2, the claim is barred by limitations. Further, the claimant submitted a certificate of Sarpanch, Kantigadia, Jajpur who certifies that cause of death is road accident that occurred on 23.10.2003 at about 5 PM which is also not a satisfactory document in support of date of death and time of death.

19) Reason for Registration of Complaint: - scope of the Insurance Ombudsman Rules 2017.

This is a complaint against non-payment of death claim by the Insurer.

20) The following documents were placed for perusal.

a) Photo copies of policy documents.

b) Photo copy of representation to Insurer and its reply.

21) Result of hearing with both parties (Observations & Conclusion):- After going through in detail the argument of both the parties, it is observed that although death has occurred 12 years before the claimant's submission of claim papers to the Insurer, the claim should not be repudiated on the ground of delay in submission. It is also felt that the delay was due to poverty and illiteracy of the claimant. The claim amount is also a very small i.e only Rs.25000/ which should not be denied by a prudent Insurer. Hence, this forum is of the opinion that Rs.25000/- is to be paid by the Insurer to the claimant as death benefit under the said policy. But for payment of Accident benefit the claimant has to produce related papers in proof of death due to accident.

AWARD

Taking into account the facts & circumstances of the case and the submissions made by both the parties during the course of hearing, a sum of Rs.25000/- (Rupees Twenty five thousand only) is hereby awarded to be paid by the Insurer to the complainant, towards full and final settlement of the claim.

Hence, the complaint is treated as allowed only to the extent of death Sum assured.

22) The attention of the Complainant and the Insurer is hereby invited to the following provisions of Insurance Ombudsman Rules, 2017:

- cc. According to Rule 17(6) of the Insurance Ombudsman Rule 2017, the Insurer shall comply with the Award within 30 days of the receipt of the award and shall intimate the compliance to the Ombudsman.
- dd. As per rule 17(7) the complainant shall be entitled to such interest at a rate per annum as specified in the regulations framed under the Insurance Regulatory and Development Authority of India Act 1999, from the date the claim ought to have been settled under the regulations, till the date of payment of the amount awarded by the Ombudsman

ee. As per rule 17 (8) of the said rule, the award of the Insurance Ombudsman shall be binding on the Insurers.

Dated at Bhubaneswar on 28th Nov. 2018

(I SURESH BABU)
INSURANCE OMBUDSMAN
FOR THE STATE OF ODISHA

**PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, STATE OF ODISHA
(UNDER RULE NO: 16(1)/17 of
THE INSURANCE OMBUDSMAN RULES, 2017)
OMBUDSMAN – Shri
CASE OF (Smt. Sangita Kar -V-Reliance Nippon Life)
COMPLAINT REF: NO: BHU-L-036-1718-0114
AWARD NO: IO/BHU/A/LI/ 006 /2017-2018**

1.	Name & Address of the Complainant	Mrs. Sangita Kar. W/O- Late Tapan Kumar kar. At- Badagorada P.O.- Kesharpur P.S.- Sarankul, Dist-NAYAGARH
2.	Policy No: Type of Policy Duration of policy/Policy period	50562133 Life NA
3.	Name of the insured Name of the policyholder	Sri Tapan Kumar Kar - do-
4.	Name of the insurer	Reliance Nippon Life insurance Company Ltd.
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of admission of the Complaint	19.06.2017.
8.	Nature of complaint	Non-payment of accident benefit claim by the Insurer.
9.	Amount of Claim	Rs.1,00,000/-
10.	Date of Partial Settlement	03 May 2016.
11.	Amount of relief sought	R.2,02,700/-
12.	Complaint registered under Rule no: of Insurance Ombudsman Rules	13(1)(b)
13.	Date of hearing/place	19.11.2018 / Bhubaneswar
14.	Representation at the hearing	
	w) For the Complainant	Sangita Kar
	x) For the insurer	Kamrul Bharat
15.	Complaint how disposed	Under Insurance Ombudsman Rule 17.
16.	Date of Award/Order	26.11.2018

17) Brief Facts of the Case:- The husband of the complainant took a policy from the present Insurer. Unfortunately he died on 18.01.2015 because of one wrong injection given to him by a third person. The claim papers were submitted to Insurer. She received Rs.50,000/- excluding accident benefit. Finding no other alternative, she approached this Forum for Redressal.

On the other hand the Insurer submitted SCN in which it stated that the Life Assured has died due to the negligence of the Hospital staff and not met with an accident. Hence the additional benefit of accident is not applicable in this case.

18) Cause of Complaint:

a) Complainant's argument:- According to the statement of the claimant, her husband was in a good state of health before the injection was given to him. He was taking a pan from a pan-shop nearby his village where the attendant of Damasahi Health Center administered a wrong injection on him after which immediately the LA died. The injection bottle with syringe was thrown to a nearby pond by the culprit immediately. Later, the attendant was arrested by the police. Paper flash in regard to the incident was also submitted by the claimant. As all this happened suddenly without the knowledge of the deceased, the claimant has requested for payment of accident benefit.

b) Insurers' argument:- The Insurer opined that this is not a case of accident rather the death was due to the negligence of the attendant of the Hospital. Hence, the complainant herein had instituted the present complaint with the nefarious motive of causing wrongful loss to the company. Hence, the Insurer has only paid the Sum Assured as death benefit under the policy.

19) Reason for Registration of Complaint: - scope of the Insurance Ombudsman Rules 2017.

This is a complaint against non-payment of death claim (accidental) by the Insurer.

20) The following documents were placed for perusal.

a) Photo copies of policy documents.

b) Photo copy of representation to Insurer and its reply.

21) Result of hearing with both parties (Observations & Conclusion):- After a careful hearing of the documents placed before the forum it is found that, the deceased had no knowledge of the incident that happened to him. It all happened suddenly with or without the knowledge of the attendant of the Health Center. Although, the Life Assured died due to the negligence of hospital's attendant, it is not the fault of the deceased. The deceased had not invited the attendant to give him a poisonous injection. This incident need to be seen from the victim's point of view. If any unforeseen, unlooked and un-expected mishap happens to the victim, it is to be treated as an accident only. Hence, in this case payment of accident benefit is admissible.

AWARD

Taking into account the facts & circumstances of the case and the submissions made by both the parties during the course of hearing, the complaint is eligible to get accident benefit as per rules.

Hence, the complaint is treated as allowed accordingly.

22) The attention of the Complainant and the Insurer is hereby invited to the following provisions of Insurance Ombudsman Rules, 2017:

- ff. According to Rule 17(6) of the Insurance Ombudsman Rule 2017, the Insurer shall comply with the Award within 30 days of the receipt of the award and shall intimate the compliance to the Ombudsman.
- gg. As per rule 17(8) of the said rule, the award of the Insurance Ombudsman shall be binding on the Insurers.

Dated at Bhubaneswar on 26th Nov.2018

(I SURESH BABU)
INSURANCE OMBUDSMAN
FOR THE STATE OF ODISHA

**PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, STATE OF ODISHA
(UNDER RULE NO: 16(1)/17 of
THE INSURANCE OMBUDSMAN RULES, 2017)
OMBUDSMAN – Shri I Suresh Babu
CASE OF (Sri Kamal Tarai -V- SBI Life)
COMPLAINT REF: NO: BHU-L-041-1718-0270
AWARD NO: IO/BHU/A/LI/ 007 /2017-2018**

1.	Name & Address of the Complainant	Mr. Kamal Tarai.
2.	Policy No: Type of Policy Duration of policy/Policy period	35115898210 Life 04.08.2016
3.	Name of the insured Name of the policyholder	Smt. Benga Dei. - do-
4.	Name of the insurer	SBI Life Ins. Company.
5.	Date of Repudiation	20.12.2016
6.	Reason for repudiation	Misstatement of age in the proposal at the time of commencement of the policy.
7.	Date of admission of the Complaint	23.08.2017.
8.	Nature of complaint	Non -payment of death claim by the Insurer.
9.	Amount of Claim	Rs.24,971/-
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Rs
12.	Complaint registered under Rule no: of Insurance Ombudsman Rules	13(1)(b)
13.	Date of hearing/place	19.11.2018 / Bhubaneswar
14.	Representation at the hearing	
	y) For the Complainant	None
	z) For the insurer	Soumya Nayak
15.	Complaint how disposed	Under Insurance Ombudsman Rule 17.
16.	Date of Award/Order	26.11.2018

17) Brief Facts of the Case:- The mother of the complainant took a policy from the Insurer on 04.08.2016 by paying Rs.14,421/- as annual premium. The life assured died on 07.08.2016. The nominee complainant lodged a death claim but claim was rejected by Insurer on 20.12.2016 on the ground of mis-statement of age. Being dissatisfied with the decision of the Insurer the claimant approached this Forum for Redressal. However the Insurer has submitted the SCN wherein he has stated that the claimant has already filed an application before Permanent Loka Adalat. Hence, the complaint is not maintainable.

18) Cause of Complaint:

a) Complainant's argument:- Complainant did not attend the hearing on 19.11.2018.

b) Insurers' argument:- It is submitted by the Insurer that Mrs. Kamal Tarai, the claimant, had filed a complainant before the Hon'ble Permanent Lok Adalat, Khurda, Bhubaneswar. A copy of the notice is also submitted before the undersigned.

19) Reason for Registration of Complaint: - scope of the Insurance Ombudsman Rules 2017.

This is a complaint against non-payment of death claim by the Insurer.

20) The following documents were placed for perusal.

- a) Photo copies of policy documents.
- b) Photo copy of representation to Insurer and its reply.
- c) Xerox copy of the notice received by the Insurer from Permanent Lok Adalat, Khurda.

21) Result of hearing (Observations & Conclusion):- As per Rule no. 14 Sub clause 5 of the Insurance Ombudsman Rules, 2017, “No complaint before the Insurance Ombudsman shall be maintainable on the same subject matter on which proceedings are pending before or disposed of by any court or consumer forum or arbitrator”. Hence, the case will be treated as not maintainable.

AWARD

Taking into account the facts & circumstances of the case and the submitted by the Insurer, the case is hereby dismissed.

Hence, the complaint is treated as dismissed.

22) The attention of the Complainant and the Insurer is hereby invited to the following provisions of Insurance Ombudsman Rules, 2017:

hh. According to Rule 17(6) of the Insurance Ombudsman Rule 2017, the Insurer shall comply with the Award within 30 days of the receipt of the award and shall intimate the compliance to the Ombudsman.

b. As per rule 17(8) of the said rule, the award of the Insurance Ombudsman shall be binding on the Insurers.

Dated at Bhubaneswar on 26th Nov. 2018

(I SURESH BABU)
INSURANCE OMBUDSMAN
FOR THE STATE OF ODISHA

PROCEEDINGS BEFORE - THE INSURANCE OMBUDSMAN, STATE OF M.P. & C.G.
(UNDER RULE NO: 16(1)/17 OF THE INSURANCE OMBUDSMAN RULE 2017)

Mrs. Prema Singh Complainant

V/S

Life Insurance Corporation of India Ltd.....Respondent

COMPLAINT NO: BHP-L-029-1718-0256 Order No. IO/BHP/A/LI/ 0244 /2018-
2019

1.	Name & Address of the Complainant	Mrs. Prema Singh, Bihar House, 915/05, Dhekha, RIVA
2.	Policy No: Type of Policy Duration of policy/DOC	354799661 LIC's Jeevan Tarang 28.09.2013
3.	Name of the insured Name of the policyholder	Late Pushpraj Singh -same-

4.	Name of the insurer	Life Insurance Corporation of India
5.	Date of Repudiation/Rejection	-
6.	Reason for repudiation/Rejection	-
7.	Date of receipt of the Complaint	23.03.2018
8.	Nature of complaint	Repudiation of Accident benefit
9.	Amount of Claim	Accident benefit amount
10.	Date of Partial Settlement	26.02.2016
11.	Amount of relief sought	Accident benefit amount
12.	Complaint registered under Rule	Rule No. 13-b Insurance Ombudsman Rule 2017
13.	Date of hearing/place	13.11.2018 at Bhopal
14.	Representation at the hearing	
	aa) For the Complainant	Mrs.Prema Singh
	bb) For the insurer	Mrs. Manisha Bhatnagar, Manager CRM
15.	Complaint how disposed	Allowed
16.	Date of Award/Order	13.11.2018

17. Mrs. Prema Singh (Complainant) has filed a complaint against the decision of Life Insurance Corporation of India (Respondent) alleging Non payment of accident benefit.

18. **Brief facts of the Case** - The complainant has stated that the above policy was taken by her son from the respondent company. Her son died on 15.05.2014 due to electric shock. She lodge the death claim with accident benefit before the respondent company but respondent company had settled only death claim and accident benefit was not paid to her. The complainant approached this forum for payment of accident benefit.

The respondent in their SCN/reply have stated that in the above policy was issued on the life of Mr.Pushpraj Singh who had expired on 15.05.2014. Death claim of Rs. 314700/- was paid to the complainant. As respondent had not taken premium for accident benefit, hence accident benefit is not payable to the complainant.

19. The complainant has filed complaint letter, annex. VI A, policy copy, correspondence with respondent while respondent filed SCN with enclosures.

20. Efforts for mediation failed. I have heard both the parties at length and perused papers filed on behalf of the complainant as well as the Insurance Company.

21. Above policy was issued in the name of DLA with yearly premium of Rs.14766/-. Copy of proposal form is on record in which in the column no.38 for the question “Is accident benefit is required ?” , proposer had mentioned as “Yes”. It means DLA had opted for accident benefit. In this proposal form on the date of Branch Office Collection an amount of Rs. 15,066/- was deposited. In policy and proposal review slip form no.3104/OIC dated 05.10.2013 annual premium is mentioned as Rs.14766/- and BOC amount as

Rs.15066/-. In proposal review slip it is also mentioned that DAB is not taken. After proposal of getting accident benefit, if at the time of accepting the proposal, accident benefit proposal was declined by the respondent, then it was the duty of the respondent to convey DAB declination intimation to the DLA. Nothing is on record with respect to such intimation. Besides this, neither the cause of non acceptance of DAB was communicated to DLA nor amount of premium of DAB was refunded to the DLA. At the time of hearing till now non refund of DAB premium, was accepted by the representative of the respondent. In proposal review slip dated 05.10.2013, with respect to DAB it is mentioned as 'not taken', while DLA had already proposed for the same. As premium of DAB was not refunded and declination and cause of declination of DAB was not communicated to the DLA, hence it is the lapse on the part of respondent for which complainant cannot be penalized.

22. In view of the above discussion I arrive at the conclusion that the respondent has erred in rejecting the accident benefit claim, hence complaint is liable to be allowed.

23. The complaint is allowed and an award is passed with direction to the respondent insurance company to allow the accident benefit claim under policy no.354799661 according to terms & conditions of the policy.

24. The award shall be implemented within 30 days on receipt of the same. The compliance shall be intimated to this office for information and record.

25. Let copies of Award be given to both the parties.

Dated : November 13, 2018

Place : Bhopal

(G.S.Shrivastava)

Insurance Ombudsman

Mrs. Lalita Bai..... Complainant

V/S

HDFC Standard Life Insurance Co., Ltd.....Respondent

**COMPLAINT NO : BHP-L-019-1819-0007
2019**

Order No. IO/BHP/A/LI/ 0247 /2018-

1.	Name & Address of the Complainant	Mrs. Lalita Bai 64 Gram Kolari Teh- Kannod Dewas, MADHYA PRADESH
-----------	--	---

2.	Policy No: Type of Policy Duration of policy/DOC	18545389 HDFC Sampoorna Samridhi Plus 04.07.2016
3.	Name of the insured Name of the policyholder	Late Mr. Beel Singh Late Mr. Beel Singh
4.	Name of the insurer	HDFC Standard Life Insurance Co., Ltd
5.	Date of Repudiation/Rejection	19.12.2017
6.	Reason for repudiation/Rejection	Non disclosure of pre-existing disease
7.	Date of receipt of the Complaint	06.04.2018
8.	Nature of complaint	Repudiation of death claim
9.	Amount of Claim	-
10.	Date of Partial Settlement	-
11.	Amount of relief sought	-
12.	Complaint registered under Rule	Rule No. 13(1)(b) of Ins. Ombudsman Rule 2017
13.	Date of hearing/place	On 15.11.2018 at Bhopal
14.	Representation at the hearing	
	a) For the Complainant	Mrs. Lalita Bai
	b) For the insurer	Mr. Kunal Kumar, DM-ops
15.	Complaint how disposed	Dismissed
16.	Date of Award/Order	15.11.2018

- Mrs. Lalita Bai (Complainant) has filed a complaint against the decision of HDFC Standard Life Insurance Co., Ltd (Respondent) alleging repudiation of death claim of her husband.
- **Brief facts of the Case -** The complainant has stated that her husband has taken the above policy from the respondent company. After few months her husband fell down and got head injury. He was admitted in hospital at Bhopal where during treatment he expired. Thereafter she lodged the claim before the respondent company, but her claim was repudiated by the respondent company. The complainant approached this forum for payment of death claim of her husband.

Respondent company in their SCN/reply have stated that the above policy was issued in the name of Mr.Beel Singh on the basis of duly signed proposal form. Complainant's husband had choosen insurance portfolio with his own choice & will. The complainant had for the first time on 12.09.2017 approached with death claim informing that her husband has died on 15.09.2016. After receiving claim case was investigated. In investigation, it was revealed that insured has concealed his correct age and income. LA was also suffering from cancer disease prior to issuance of policy and same was not disclosed at the time of inception of policy. Copy of admission card issued by Gujrat Cancer and Research institute Ahmedabad proves that the DLA took the treatment from the above hospital. DLA had denied disease in the proposal.

- The complainant has filed complaint letter, Annex. VI A and correspondence with respondent while respondent filed SCN with enclosures.
- I have heard both the parties at length and perused paper filed on behalf of the complainant as well as the Insurance Company.
- Respondent has filed a copy of case registration card no.G66012 dated 03.05.2016 of the Gujrat Cancer and Research Institute, Ahmedabad which shows that Beel Singh S/o Buddhuram Barela was registered in the above hospital in surgical department. The Gujrat Cancer and Research Institute (MP Shah Cancer Hospital, Asarva) Ahmedabad-16 is the specific institute for cancer. Respondent's investigation report of Zenith Groups Investigations is also on record in which it is mentioned that as per investigation they found that LA was cancer patient and his treatment was done in civil hospital, Ahmedabad and they visited to above hospital to procure the medical records of LA but they confirmed that the do not provide records to third party. Registration card is of 03.05.2016 while policy inception date is 04.07.2016, hence registration in cancer institute is prior to the proposal. In proposal form DLA has answered regarding personal details of LA, question "Have you ever suffered from Cancer," as 'NO'. In proposal form above statement shows that DLA had not disclosed his cancer disease at the time of inception of policy. Respondent in rejection letter has mentioned that had this information been provided to the company at the time of applying for insurance policy, we would have declined the application. Hence, DLA had concealed his correct health status at the time of inception of policy.
- In view of the above facts and circumstances, I come to the conclusion that the DLA had concealed material information at the time of inception of the policy with respect of his previous ailment. Therefore I am of the opinion that there is no reason to interfere with the decision of respondent company and hence complaint is liable to be dismissed.
- The complaint filed by Mrs. Lalita Bai stands dismissed herewith.
- Let copies of Award be given to both the parties.

Dated : November 15, 2018
Place : Bhopal

(G.S.Shrivastava)
Insurance Ombudsman

Mrs Shivani Dubey..... Complainant

V/S

SBI Life Insurance Co Ltd.....Respondent

COMPLAINT NO: BHP-L-041-1819-0009 ORDER NO: IO/BHP/A/LI/ 0248 /2018-2019

1.	Name & Address of the Complainant	Mrs Shivani Dubey Opp Poly.Tech College Near Prabhu Aata Chakki Choupra Khurd Damoh Rural, Sagar, MP
2.	Policy No: Type of Policy Duration of policy/Policy period	70000011107 SBI Life Rinn Raksha (Group Insurance) 31.03.2015
3.	Name of the insured Name of the policyholder	Late Sh. Anshul Dubey State Bank of India
4.	Name of the insurer	SBI Life Insurance Co Ltd
5.	Date of Repudiation/ Rejection	04.10.2017
6.	Reason for Repudiation/ Rejection	Policy was in lapsed condition as on the date of death.
7.	Date of receipt of the Complaint	09.04.2018
8.	Nature of complaint	Repudiation of death claim
9.	Amount of Claim	-
10.	Date of Partial Settlement	
11.	Amount of relief sought	786460.00
12.	Complaint registered under Rule	Rule No. 13(1)(b) Ins. Ombudsman Rule 2017
13.	Date of hearing/place	15.11.2018 at Bhopal
14.	Representation at the hearing	
	c) For the Complainant	Mrs. Shivani Dubey
	d) For the insurer	Mr. Pankaj Vashistha, CRM head
15.	Complaint how disposed	Dismissed
16.	Date of Award/Order	15.11.2018

- Mrs. Shivani Dubey (Complainant) has filed a complaint against the decision of SBI Life Insurance Co.Ltd. (Respondent) alleging repudiation of death claim of her husband.
- **Brief facts of the Case --** The complainant has stated that the above policy was purchased by her husband on 31.3.2015. Her husband had expired on 15.05.2017 due to health issues. Her husband has paid all dues of policy on 12.05.2017. Apart from this he has also requested many time to branch manager to release the D.D. but same was delayed by branch manager. Complainant further stated that when DD has been released by bank on 12.05.2017 why policy was not reinstated timely and if payment was not accepted by insurance company then banker should be informed. He was also not informed for the same. It is a defect of client service. The complainant approached this forum for settlement of the death claim of her husband.

The respondent in their SCN have stated that based on the duly signed and filled membership form submitted by the deceased the insurance cover was issued to LA with date of commencement 31.03.2015 for the initial sum assured of Rs.8,00,000/-. The insurance cover was granted with the yearly premium paying term of 5 years. The company has received only initial premium with the membership form. The policy lapsed due to non payment of renewal premium for the due date 31.03.2016 and onwards. On the date of death i.e. on 15.05.2017 the policy was in lapsed status due to non payment of renewal premium under the policy. On repudiation of claim paid up value under the cover amounting to Rs.1,57,292/- was paid to the master policy holder vide cheque no. 786722 dated 28.09.2017 and nothing more is payable under the policy.

- The complainant has filed complaint letter, Annex. VI A and correspondence with respondent, while respondent have filed SCN with enclosures.
- I have heard both the parties at length and perused paper filed on behalf of the complainant as well as the Insurance Company.
- Above master policy was issued to State Bank of India in which the life insured was Mr. Anshul Dubey. Member policy commencement date is 31.03.2015 and 31.03.2035 is the member policy end date. Premium paying term was of 5 years with yearly premium payment mode. As per proposal of insured policy premium was self paid. Insured had expired on 15.05.2017. First premium was deposited by the insured which was upto 31.03.2016 and renewal was due on 31March of every year. In this case company has received only first initial premium deposit with membership form and first renewal premium was due on 31.03.2016. According to respondent due to non payment of renewal premium on 31.03.2016 and onwards, policy was lapsed and the insurance cover was lapsed since 31.03.2016. No further premium was paid by the insured from 31.03.2016 and onwards. As the policy was self paid, hence it was the duty of the insured to deposit premiums. Complainant had not produced any evidence of payment of premium due on 31.03.2016 and onwards.

In complainant's letter addressed to Head claims of respondent, it is mentioned that the premiums are paid upto 31.03.2017 and a Demand Draft dated 12.05.2017 was issued by insured and policy should be revived. Nothing is on record to show that premium due on 31.03.2016 and onwards were paid by insured. During hearing photocopy of Demand draft No. 121066 dated 12.05.2017 of Rs.7734/- was shown. When it was asked to the

complainant that where this draft was sent or deposited, she did not reply to the question and could not show where the draft was deposited or sent. A letter dated 18.05.2017 is on record which shows that respondent had issued this notice to Mr. Anshul Dubey insured and requested to revive the lapsed policy. With this letter it is clear that no above draft was received by the respondent upto 18.05.2017, while insured had expired on 15.05.2017. According to respondent they have paid paidup value under the cover amounting to Rs.1,57,292/- vide cheque no. 786722 dated 28.09.2017 to Master policy holder. As the policy was in lapsed condition on the date of death of insured, hence rejection of death claim is justified.

- In view of the above facts and circumstances, I come to the conclusion that the insurance company has not erred in not allowing the death claim. Therefore I am of the opinion that there is no reason to interfere with the decision of respondent company and hence complaint is liable to be dismissed.
- The complaint filed by Mrs. Shivani Dubey stands dismissed herewith.
- Let copies of Award be given to both the parties.

Dated : November 15, 2018
Place : Bhopal

(G.S.Shrivastava)
Insurance Ombudsman

**PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, CHANDIGARH
(UNDER INSURANCE OMBUDSMAN RULES, 2017)
OMBUDSMAN – Dr. D.K.Verma
CASE OF Mr. Sukhbir Singh V/s PNB Metlife India Insurance Co. Ltd.**

COMPLAINT REF. No. : CHD-L-033-1718-0256

1.	Name & Address of the Complainant	Mr. Sukhbir Singh S/o Jati Ram, VPO- Rasidan Biga Patti, Tehsil- Narwana, Distt.- Jind, Haryana- 126116 Mobile No.- 9729725832
2.	Policy No: Type of Policy Term of policy /Premium	21700716 DOC 06.10.2015 Met Life Smart Platinum 10yrs/Rs. 30000/-
3.	Name of the insured Name of the policy holder	Mr. Jati Ram Mr. Jati Ram
4.	Name of the insurer	PNB Metlife India Insurance Co. Ltd.
5.	Date of receipt of the Complaint	19.05.2017
6.	Nature of complaint	Repudiation of Death Claim
7.	Date of Repudiation	06.02.2017
8.	Reason for repudiation	Non disclosure of material fact
9.	Amount of Claim	Rs. 210000/-

10.	Date of Partial Settlement	Rs. 54012/-
11.	Amount of relief sought	Payment of balance Sum Assured
12.	Complaint registered under Rule no: Insurance Ombudsman Rules, 2017.	13.1.b.
13.	Date of hearing/place	15.10.2018 / Chandigarh
14.	Representation at the hearing	
	e) For the Complainant	Mr. Sukhbir Singh
	f) For the insurer	Mr. Rajeev Sharma(Sr. Manager-Legal)
15	Complaint how disposed	Award
16	Date of Award/Order	15.10.2018

17) Brief Facts of the Case:

On 19.05.2017, Mr. Sukhbir Singh had lodged a complaint in this office against PNB MetLife India Insurance Co Ltd in respect of Policy No. 21700716. He has stated that his father has taken the above policy on 06.10.2015 and he died on 28.11.2016. The complainant has further stated that when he lodged the death claim with the company they had not paid the full death claim and only Rs. 54012/- have been paid against the death claim whereas his father had already deposited Rs. 90000/- against the said policy. The complainant has further stated that the death claim has been repudiated by the company, Hence, feeling aggrieved, he approached this office to seek justice.

The Insurer in their SCN dated 30.07.2017 and received by us on 09.08.2017, has stated that the deceased life assured had applied for an insurance plan on 08.10.2015 for a sum assured of Rs. 210000/- on his own life and life assured died on 28.11.2016. The death claim was lodged as per death benefit option and during the investigation it was revealed that the said policy was obtained by misrepresenting the true and actual facts pertaining to deceased life assured's medical condition. The insurer has further stated that the material fact has been concealed that he was suffering Coronary artery disease since 2012 which is much prior to proposal of the said policy and is evident from the death summary from the hospital where the deceased life assured was admitted.

18) Cause of Complaint:

Complainant's argument:

Mr. Sukhbir Singh, the complainant reiterated the contents of SCN and submitted that his father has not taken any treatment for any illness before taking above policy except routine checkup but there is no record available for that and requested for death claim payment under the said policy.

Insurers' argument:

The Insurer's representative reiterated the contents of SCN however could not submit any records of treatment taken by the deceased life assured prior to taking above said policy.

19) The following documents were placed for perusal:-

- a) Copies of the proposal form.
- b) Complaint to the insurer.
- c) Reply of company
- d) Discharge summary of the hospital

20) Result of personal hearing with both parties (Observations & Conclusion)

On going through the various documents available in the file and also hearing both the complainant and the representative Insurance Company, it is observed that the above policy was issued on 06.10.2015 and unfortunately the life assured died on 28.11.2016. It is also observed that the deceased life assured was admitted in the hospital on 21.11.2016 with symptoms of Chikungunya, acute coronary syndrome with mention of CAD POST CABG 2012. The death claim was repudiated by the company on the basis of concealment of facts and for repudiating the death claim the company had relied upon discharge summary of the hospital where the life assured was admitted on 21.11.2016 whereas to substantiate their decision the company could not submit any corroborative evidence of the treatment taken by the deceased life assured before taking the above policy. In fact no proper investigation was conducted to

prove pre-existing illness and the Insurer's representative expressed his inability to produce any relevant records/evidence of hospital treatment record/any other record, which could clearly establish an ailment of heart disease prior to taking the above said policy. The claim cannot be repudiated on the basis of mere mention of previous illness in the Treatment/discharge summary and the company could not submit any records of pre proposal treatment taken by the deceased life assured.

AWARD

Taking into account the facts & circumstances of the case and the submissions made by both the parties during the course of hearing, an award is passed with a direction to the insurance company to settle the death claim as per terms and conditions of the policy under the policy bearing no 21700716, subject to deduction of partial amount of Rs. 54012/- already paid.
Hence, the complaint is treated as closed.

The attention of the Complainant and the Insurer is hereby invited to the following provisions of Insurance Ombudsman Rules, 2017:

- a. According to Rule 17(6) of the Insurance Ombudsman Rules, 2017, the insurer shall comply with the award within 30 days of the receipt of the award and intimate compliance of the same to the Ombudsman.

Dated at Chandigarh on 15th day of October, 2018.

D.K.Verma
INSURANCE OMBUDSMAN

**PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, CHANDIGARH
(UNDER INSURANCE OMBUDSMAN RULES, 2017)**

OMBUDSMAN – Dr. D.K.Verma
CASE OF Mrs. Darsana Devi V/s PNB Metlife India Insurance Co. Ltd.

COMPLAINT REF. No. : CHD-L-033-1718-0090

1.	Name & Address of the Complainant	Mrs. Darsana Devi W/o Late Shri Ishwar, VPO- Kharal, Teh.- Narwana, Distt.- Jind, Haryana- 126116 Mobile No.- 9991913555
2.	Policy No: Type of Policy Term of policy	21962971 DOC 06.08.2016 Met Life Family Income Protector Plus
3.	Name of the insured Name of the policy holder	Mr. Ishwar Mr. Ishwar
4.	Name of the insurer	PNB Metlife India Insurance Co. Ltd.
5.	Date of receipt of the Complaint	15.04.2017
6.	Nature of complaint	Repudiation of Death Claim
7.	Date of Repudiation	20.03.2017
8.	Reason for repudiation	Non disclosure of material fact
9.	Amount of Claim	Rs. 14,20,000/-
10.	Date of Partial Settlement	NIL
11.	Amount of relief sought	Rs. 14,20,000/-

12.	Complaint registered under Rule no: Insurance Ombudsman Rules, 2017.	13.1.(b)
13.	Date of hearing/place	15.10.2018 / Chandigarh
14.	Representation at the hearing	
	a) For the Complainant	Mrs. Darsana Devi
	b) For the insurer	Mr. Rajeev Sharma(Sr. Manager-Legal)
15	Complaint how disposed	Dismissed
16	Date of Award/Order	15.10.2018

17) Brief Facts of the Case:

On 15.04.2017, Mrs. Darsana Devi had lodged a complaint in this office against PNB Metlife India Insurance Co Ltd in respect of Policy No. 21962971. She had stated that her husband has taken the above policy on 06.08.2016 and died on 22.10.2016. When she lodged the death claim with the company, it was repudiated by the company stating that her husband has not disclosed in the proposal papers that he was alcoholic and chain smoker, Hence, feeling aggrieved, she approached this office to seek justice.

The Insurer in their SCN dated 05.09.2017 and received by us on 07.09.2017, has stated that the deceased life assured had applied for an insurance plan on 06.08.2016 for a sum assured of Rs. 14,20,000/- on his own life and Life Assured died on 22.10.2016. The death claim was lodged as per death benefit option and during the investigation it was revealed that the said policy was obtained by misrepresenting the true and actual facts pertaining to deceased life assured's medical condition. The insurer has further stated that the material fact has been concealed that he was a Chain smoker and alcoholic person much prior to proposal of the said policy and alongwith that he was suffering from diarrhea weakness which is evident from the medical documents of Maharaja Ageresen Medical College & Hospital, Hisar.

18) Cause of Complaint:

Complainant's argument:

Mrs. Darsana Devi, the complainant reiterated the contents of the complaint and requested for death claim payment under the said policy.

Insurers' argument:

The Insurer's representative reiterated the contents of SCN.

19) The following documents were placed for perusal:-

- Complaint to the insurer.
- Reply of company
- Copies of records of treatment taken from Maharaja Ageresen Medical College & Hospital, Hisar

20) Result of personal hearing with both parties (Observations & Conclusion)

On going through the various documents available in the file and also hearing both the complainant and the representative of the Insurance Company, it is observed that the above policy was issued on 06.08.2016 and life assured died on 22.10.2016. The death claim was repudiated by the insurer on the grounds that the deceased life assured has not disclosed the true and actual facts pertaining to his medical condition, that he was a Chain smoker and alcoholic person much prior to proposal of the said policy and alongwith that he was suffering from diarrhea weakness which is evident from the medical documents of Maharaja Ageresen Medical College & Hospital, Hisar. It has been established from the documents submitted by the company that the deceased life assured has taken treatment from the above said hospital in Feb.2016 and March 2016 for the above said ailments and this fact was not disclosed while taking the insurance policy in August 2016, although the complainant has denied the same and shown ignorance about taking any such treatment as mentioned above.

In view of the documentary evidence submitted by the Insurance Company and inability of the complainant to provide any evidence to disprove the same, there is no need to interfere with the decision of the company.

ORDER

Taking into account the facts & circumstances of the case and the submissions made by both the parties during the course of hearing, there is no need to interfere with the decision of the insurer and the complaint is dismissed.

Hence, the complaint is treated as closed

Dated at Chandigarh on 15th day of October, 2018.

**D.K.VERMA
INSURANCE OMBUDSMAN**

**PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, STATE OF CHANDIGARH
(UNDER RULE INSURANCE OMBUDSMAN RULES, 2017)
OMBUDSMAN – DR. D K VERMA**

Case of Shri Narender V/S Reliance Nippon Life Insurance Co. Ltd.

COMPLAINT REF: NO: CHD-L-036-1718-0673

1. On 21.07.2017, Shri Narender had filed a complaint against Reliance Nippon Life Insurance. Co. Ltd. about repudiation of death claim under his wife's policy bearing number 52136254.
2. On 18.10.2018, the Insurance Company has informed vide a letter that the complainant had approached Permanent Lok Adalat, Sonapat in 2018. A copy of the application and notice dated 13.09.2018 issued by Permanent Lok Aalat, Sonapat have been submitted.
3. Hence, in accordance with Rule 14.5 of Insurance Ombudsman Rules, 2017 which states that “***No complaint before the Insurance Ombudsman shall be maintainable on the same subject matter on which proceedings are pending before or disposed of by any court or Consumer Forum or arbitrator***”, the complaint is closed.

Dated at Chandigarh on 5th day of November, 2018

**Dr. D K Verma
INSURANCE OMBUDSMAN**

**PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, STATE OF CHANDIGARH
(UNDER RULE INSURANCE OMBUDSMAN RULES, 2017)
OMBUDSMAN – DR. D K VERMA**

Case of Ms Sunita Rani V/S Reliance Nippon Life Insurance Co. Ltd.

COMPLAINT REF: NO: CHD-L-036-1718-0757

1. On 02.08.2017, Ms Sunita Rani had filed a complaint against Reliance Nippon Life Insurance. Co. Ltd. about repudiation of death claim under her husband's policy bearing number 52467843.
2. On 18.10.2018, the Insurance Company has informed vide a letter that the complainant had approached DCDRF, Ferozepur in 2017 under case no. 503. A copy of the order dated 23.08.2018 issued by DCDRF, Ferozepur have been submitted.
3. Hence, in accordance with Rule 14.5 of Insurance Ombudsman Rules, 2017 which states that “***No complaint before the Insurance Ombudsman shall be maintainable on the same subject matter on which proceedings are pending before or disposed of by any court or Consumer Forum or arbitrator***”, the complaint is closed.

Dated at Chandigarh on 5th day of November, 2018

**Dr. D K Verma
INSURANCE OMBUDSMAN**

**PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, CHANDIGARH**

(UNDER INSURANCE OMBUDSMAN RULES, 2017)

OMBUDSMAN – Dr. D.K.Verma

CASE OF Smt. Madhu Joshi V/s Life Insurance Corporation of India.

COMPLAINT REF. No. : CHD-L-029-1718-0912

- 1) On 21-09-2017, Smt. Madhu Joshi had filed a complaint against Life Insurance Corporation of India, D.O. Ludhiana alleging delay in payment of Accident Death Benefit Claim under policy no. 302213539 on the life of her son, Late Sh. Kavi Joshi.
- 2) Annexure VI and Annexure-VII were sent to the complainant and the insurer respectively on 28.09.2017 for necessary compliance. Neither the complainant nor the insurer had complied with the requirements i.e. written consent and annexure VI-A by the complainant and SCN by the insurer.
- 3) Personal Hearing was fixed on 26.11.2018.

- 4) The Insurance Company had intimated vide mail as well as letter dated 12.11.2018 that payment of Accident Death Benefit Claim under the aforesaid policy had already been made on 23.10.2017 through NEFT.
- 5) The complainant has also confirmed telephonically that she has received the payment of accident benefit death claim under the policy mentioned in the complaint. Now she is satisfied and has requested for closure of the complaint.
- 6) Accordingly, the complaint is closed.

DATE : 26.11.2018
PLACE: CHANDIGARH

D.K.Verma
INSURANCE OMBUDSMAN

INSURANCE OMBUDSMAN, CHANDIGARH

(UNDER INSURANCE OMBUDSMAN RULES, 2017)

OMBUDSMAN – Dr. D.K.Verma

CASE OF Smt. Sunita V/s Life Insurance Corporation of India.

COMPLAINT REF. No. : CHD-L-029-1718-0858

- 1) On 05-09-2017, Smt. Sunita had filed a complaint against Life Insurance Corporation of India, D.O. Rohtak alleging delay in payment of Death Claim under policy nos. 179788281 and 179788282 on the life of her husband, Late Sh. Sandeep.
- 2) Annexure VI and Annexure-VII were sent to the complainant and the insurer respectively on 19.09.2017 for necessary compliance. The complainant had complied with the requirements i.e. written consent and annexure VI-A (duly filled and signed) on 29.09.2017 but the Insurer's SCN had not been received.
- 3) Personal Hearing was fixed on 26.11.2018.
- 4) The Insurance Company had intimated vide mail dated 05.11.2018 that payment of Death Claim under both the aforesaid policies has already been made on 05.02.2018 and 18.11.2017 through NEFT.
- 5) The complainant has also confirmed telephonically that she has received the payment of death claim under both the policies mentioned in the complaint. Now she is satisfied and has requested for closure of the complaint.
- 6) Accordingly, the complaint is closed.

DATE : 26.11.2018
PLACE: CHANDIGARH

D.K.Verma
INSURANCE OMBUDSMAN

**PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, CHANDIGARH
(UNDER INSURANCE OMBUDSMAN RULES, 2017)
OMBUDSMAN – Dr. D.K.Verma
CASE OF Smt. Raj Kaur V/s Life Insurance Corporation of India.**

COMPLAINT REF. No. :- CHD-L-029- 1718-0610

- 1) On 12-07-2017, Smt. Raj Kaur had filed a complaint against Life Insurance Corporation of India. In her complaint, she had alleged that the insurer had not paid the accident benefit claim under Policy No. 479145980 issued by the insurer on the life of her son, Late Sh. Amar Deep Singh on 28.07.2015 valid up to 28.07.2031. The life assured had expired on 02.12.2015 in an accident/murder.
- 2) Annexure VI and Annexure-VII were sent to the complainant and the insurer respectively on 19.07.2017 for necessary compliance. The complainant had complied with the requirements i.e. written consent and annexure VI-A (duly filled and signed) on 31.07.2017 but the Insurer's SCN had not been received.
- 3) Personal Hearing was fixed on 26.11.2018 and both the complainant as well as the insurer attended the personal hearing.
- 4) The insurer was represented by Sh. J.B.Singh, Manager (CRM) and he informed that the complainant had filed civil suit (CS-1592) in Permanent Lok Adalat pus camp court Kurukshetra and first hearing of the case had already been held on 10.08.2018. He also submitted copy of letter dated 15.11.2018 addressed to the Insurance Ombudsman along with copy of the court summon. The complainant, Smt. Raj Kaur also admitted that she has filed the civil suit in permanent Lok Adalat.
- 5) Now as the complainant has approached Permanent Lok Adalat, the complaint is not maintainable before the Insurance Ombudsman under Rule 14 (5) of Insurance Ombudsman Rules 2017.
- 6) Accordingly, the complaint is closed.

DATE : 26.11.2018

PLACE: Chandigarh

**D.K.Verma
INSURANCE OMBUDSMAN**

***PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, CHANDIGARH
(UNDER INSURANCE OMBUDSMAN RULES, 2017)
PRESENT:
INSURANCE OMBUDSMAN :- Dr. D.K.Verma***

Complaint No-CHD-L-029-1617/0767-Shimla/ Nahan

In the matter of Sh. Prem Pal Vs Life Insurance Corporation of India

1.	Name & Address of the Complainant	Sh. Prem Pal S/o Sh. Prithvi Singh VPO Mahipur, Teh. Nahan.
----	-----------------------------------	---

		Distt. Sirmour, H.P. 173001
2.	Policy No: Type of Policy Duration of policy/Policy period	154637065 Jeevan Anand 67 yrs. / 27yrs.
3.	Name of the insured Name of the policyholder	Sh. Tota Ram Sh. Tota Ram
4.	Name of the insurer	Life Insurance Corporation of India Divisional office- Shimla
5.	Date of Repudiation	30.03.2016
6.	Reason for repudiation	Suppression of material fact
7.	Date of receipt of the Complaint	08.08.2016
8.	Nature of complaint	Repudiation of Death claim
9.	Amount of Claim	Rs.5,00,000/-
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	.Rs.5,000,00/.
12.	Complaint registered under Rule no: Insurance Ombudsman Rules, 2017.	13 1(b)
13.	Date of hearing/place	21.05.2018, 16.08.2018 and 26.11.2018/ Chandigarh
14.	Representation at the hearing	
	For the Complainant	Absent on all dates
	For the insurer	Sh. Raj Kumar, Manager (CRM)
15.	Complaint how disposed	Dismissed in default
16.	Date of Award/Order	26.11.2018.

1. Brief Facts of the Case:

On 08.08.2016, Sh. Prem Pal had filed a complaint in this office against Life Insurance Corporation of India about repudiation of Death Claim under Policy No. 154637065, commenced on 24.02.2012, on the life of his brother late Sh.Tota Ram. The Complainant informed that Deceased Life Assured had been paying premium regularly and suddenly he expired on 02.01.2016 due to cardiac arrest when he was on duty. The death claim had been repudiated by the insurer on 30.03.2016 on the basis of concealment of material facts regarding health at the time of revival of policy on 21.07.2015. . The Complainant had also informed that DLA suffered from polio for the last 30 years and the fact was disclosed at the time of taking insurance by producing certificate of deformity. His appeal to Zonal Manager had also been rejected.

Annexure VI-A was received on 21.09.2016.

Insurer's SCN was received on 12.09.2016

The insurer had stated in his SCN dated 08.09.2016 that DLA had expired on 02.01.2016 and as per FIR lodged with police, the DLA was suffering from epilepsy since long and was also suffering from polio. As per post mortem report, death occurred following episode of seizure leading to aspiration which caused cardiac respiratory failure. DLA concealed the material information regarding his health and habits in DGH submitted at the time of revival of policy on 21.07.2015. As such, the revival of policy was declared null and void. As the policy had not acquired paid up value, nothing was payable under the policy. The complainant's appeal to ZOCDRC for reconsidering the claim had also been rejected and the decision of DODRC was up held.

Personal hearing was fixed on 21-05-2018, 16.08.2018 and 26-11-2018 but neither the complainant nor his representative turned up. On all the three occasions, the Insurer's

Representative was present. The complainant was contacted on mobile no. given in the complaint but could not be contacted. Sh. Raj Kumar, Manager (CRM), Insurer's representative was present and requested to decide the matter without any further extension of time. It appears that the complainant doesn't wish to pursue the matter. Under the circumstances, the complaint is dismissed in default.

Copies of the Orders be issued to both the parties.

DATED: 26.11.2018
PLACE: CHANDIGARH

D.K.Verma
INSURANCE OMBUDSMAN

PROCEEDINGS BEFORE

THE INSURANCE OMBUDSMAN, CHANDIGARH
(UNDER INSURANCE OMBUDSMAN RULES, 2017)

PRESENT:

INSURANCE OMBUDSMAN :-- Dr. D.K.Verma

Complaint No-CHD-L-029-1718/0914

In the matter of Mrs. Sat Pal Kaur Vs Life Insurance Corporation of India
Amritsar

1.	Name & Address of the Complainant	Mrs. Sat Pal Kaur, W/o Late Sh. Surjit Singh
2.	Policy No: Type of Policy Duration of policy/Policy period	470693195/ 28.03.2000 Jeevan Mitra 15 yrs. / 15yrs.
3.	Name of the insured Name of the policyholder	Sh. Surjit Singh Sh. Surjit Singh
4.	Name of the insurer	Life Insurance Corporation of India Divisional office- Amritsar
5.	Date of Repudiation	19.09.2016
6.	Reason for repudiation	NIL
7.	Date of receipt of the Complaint	20.09.2017.
8.	Nature of complaint	Death claim not paid.
9.	Amount of Claim	Rs.50,000/-
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	.Rs.50,000/.
12.	Complaint registered under Rule no: - Insurance Ombudsman Rules, 2017.	13 1(b)
13.	Date of hearing/place	26.11.2018/ Chandigarh
14.	Representation at the hearing	
	For the Complainant	Absent
	For the insurer	Sh. Rajesh Kumar, A.O. (CRM)
15.	Complaint how disposed	Dismissed

16	Date of Award/Order	26.11.2018.
----	---------------------	-------------

17) Brief Facts of the Case:

On 20.09.2017, Smt. Sat Pal Kaur had filed a complaint in this office against Life Insurance Corporation of India about non-payment of Death Claim under Policy No. 470693195 commenced on 28.03.2000 on the life of her husband late Sh. Surjit Singh. The Complainant informed that her husband had expired on 14.11.2011. The death claim had been refused by the insurer on 10.08.2017. Annexure VI-A was received on 11.10.2017. Insurer's SCN was received on 30.10.2017.

The insurer had mentioned in SCN that the policy had commenced on 28.03.2000 and first unpaid premium (F.U.P.) was 03/2001. The policy holder had expired on 14.11.2011 when the policy was lying lapsed since 03/2001. So the death claim was not payable and the claimant had been informed on 19.09.2016 and 10.08.2017. As the policy was lying lapsed on the date of death, the claim was not considerable and no internal note was prepared.

18) Cause of Complaint:

Complainant's argument:

The complainant was absent and did not attend the personal hearing.

Insurers' argument:

Sh. Rajesh Kumar, A.O. (CRM) attended the personal hearing on 26.11.2018 and reiterated the contents of SCN. He submitted that the policy was lying in lapsed condition on the date of death. The First Unpaid Premium under the policy was 03/2001 and the date of death of the life assured was 14.11.2011. He also submitted the copy of Status Report showing F.U.P. 03/2001.

19) The following documents were placed for perusal:-

a) Copy of Status Report.

20) Result of personal hearing with both parties (Observations & Conclusion)

On going through the various documents available in the file and also considering the submissions of the representative of the Insurance Company, It is observed that the policy was in lapsed condition on the date of death of life assured. So the Death Claim was not considered by the insurer as per the terms and conditions of the policy.

ORDER

Taking into account the facts & circumstances of the case and the submissions made during the course of hearing, there is no need to interfere with the decision of the insurer and the said complainant is hereby dismissed.

Hence, the complaint is treated as closed.

Dated at Chandigarh on 26th day of November, 2018.

**D.K.VERMA
INSURANCE OMBUDSMAN**

PROCEEDINGS BEFORE

**THE INSURANCE OMBUDSMAN, CHANDIGARH
(UNDER INSURANCE OMBUDSMAN RULES, 2017)**

PRESENT:

INSURANCE OMBUDSMAN :-- Dr. D.K.Verma

Complaint No-CHD-L-029-1718/0745

In the matter of Mrs. Gurdip Kaur Vs Life Insurance Corporation of India

1.	Name & Address of the Complainant	Mrs. Gurdeep Kaur W/o Late Sh. Gurjit Singh, D/o Sardar Baldev Singh, Vill. – Shish Daud, Tehsil- Payal, Distt. – Ludhiana, Punjab-0
2.	Policy No: Type of Policy Duration of policy/Policy period	133835916 Jeevan Surbhi (106-15/12) 15/ 12 years.
3.	Name of the insured Name of the policyholder	Sh. Gurjit Singh Sh. Gurjit Singh
4.	Name of the insurer	Life Insurance Corporation of India Divisional office- Jalandhar
5.	Date of Repudiation	NIL
6.	Reason for repudiation	NIL
7.	Date of receipt of the Complaint	26.05.2017.
8.	Nature of complaint	Accident Death claim not paid.
9.	Amount of Claim	Rs.1,00,000/-
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Rs.1, 00,000/.
12.	Complaint registered under Rule no: Insurance Ombudsman Rules, 2017.	13 1(b)
13.	Date of hearing/place	26.11.2018/ Chandigarh
14.	Representation at the hearing	
	For the Complainant	Self
	For the insurer	Sh. Ramesh Kumar, Manager (CRM)
15.	Complaint how disposed	Dismissed
16.	Date of Award/Order	26.11.2018.

17) Brief Facts of the Case:

On 26.05.2017, Smt. Gurdeep Kaur had filed a complaint in this office against Life Insurance Corporation of India about non-payment of Accident Death Claim under Policy No. 133835916 commenced on 28.12.2012 on the life of her husband late Sh. Gurjit Singh. The Complainant informed that her husband

had expired on 01.07.2013 due to electric current while working in fields. The basic death claim had been paid by the insurer on 27.04.2015 but accident benefit claim has not been paid till date.

Annexure VI-A was received on 05.09.2017.

Insurer's SCN was received on 26.09.2017

The insurer had stated in SCN that the policy had commenced on 28.12.2012 and the policy holder had expired on 01.07.2013. The Basic Death Claim had been paid on 24.04.2015. For considering accident benefit claim, the claimant was advised to submit copy of FIR/PIR and Post mortem report. The claimant had replied that no FIR was lodged and no PIR/PMR was conducted. In the absence of FIR/PMR and PIR, the claimant was advised to submit written statements of two eye witnesses, affidavit from gram sevak or Govt. officer and last attending physician's report. The claimant had submitted affidavit from three persons including Sarpanch of the village giving declaration that there was no eye witness at the time of death. Hence in the absence of the requirements, accident benefit claim cannot be considered.

18) Cause of Complaint:

Complainant's argument:

Smt. Gurdeep Kaur, the complainant attended the hearing on 26.11.2018 and reiterated the contents of basic complaint. She submitted that accident benefit claim of her husband has been pending for more than four years and the insurer is not settling the same.

Insurers' argument:

The insurer reiterated the contents of SCN and informed that basic claim under the policy stands already paid. Accident benefit claim cannot be considered because the claimant has not been able to submit any documentary proof or any eye-witness which may establish that the DLA had died due to electric shock.

19) The following documents were placed for perusal:-

- 1) Copies of "affidavit" from three different persons.

20) Result of personal hearing with both parties (Observations & Conclusion)

On going through the various documents available in the file and also hearing both the complainant and the representative of the Insurance Company, It is observed that DLA, Sh. Gurjit Singh had expired on 01.07.2013 due to said electric shock. No F.I.R. was lodged and post mortem was also not conducted. The insurer had called for alternative requirements i.e. statements/ affidavit of two eye-witnesses but in the affidavit from three different persons, it is clearly declared that there was not eye-witness and these affidavits do not support the version of the claimant that her husband had died due to electric shock.

ORDER

Taking into account the facts & circumstances of the case and the submissions made by both the parties during the course of hearing, the insurer cannot consider the accident benefit claim without complying with the requirements and the said complainant is hereby dismissed. Hence, the complaint is treated as closed.

Dated at Chandigarh on 26th day of November, 2018.

**D.K.VERMA
INSURANCE OMBUDSMAN**

PROCEEDINGS BEFORE

THE INSURANCE OMBUDSMAN, CHANDIGARH **(UNDER INSURANCE OMBUDSMAN RULES, 2017)**

INSURANCE OMBUDSMAN- Dr. D.K. Verma

Case of Smt. Bala Devi Vs Life Insurance Corporation of India.

COMPLAINT REF: NO: CHD-L-029-1718-0916

1.	Name & Address of the Complainant	Smt. Bala Devi W/o Late Sh. Tek Chand, H.No. 804/30, Durga Nagar, Narkaturi Road, Gali No. 1, plot No. 75/30, Thanesar, Distt. Kurukshetra, KKR Haryana-0
2.	Policy No: Type of Policy Duration of policy/Policy period	479276253/ 28.04.2016 Endowmnt Plan 20/20 years
3.	Name of the insured Name of the policyholder	Sh. Tek Chand Sh. Tek Chand
4.	Name of the insurer	LIC of India , Karnal
5.	Date of Repudiation	28.02.2017
6.	Reason for repudiation	Suppression of Material Information
7.	Date of receipt of the Complaint	21-09-2017
8.	Nature of complaint	Repudiation of Death claim
9.	Amount of Claim	Payment of death claim of Rs. 2 lac.
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Payment of Death Claim
12.	Complaint registered under Rule no: Insurance Ombudsman Rules, 2017.	13.1(b)
13.	Date of hearing/place	26.11.2018/ Chandigarh
14.	Representation at the hearing	
	a) For the Complainant	Self
	b) For the insurer	Sh. J.B.Singh, Manager, (CRM)
15.	Complaint how disposed	Dismissed
16.	Date of Award/Order	26.11.2018.

17) Brief Facts of the Case:

On 21.09.2017, Smt. Bala Devi had filed a complaint in this office against Life Insurance Corporation of India Chandigarh alleging repudiation of death claim on the life of her husband under policy no. 479276253. Her husband had been paying premium regularly and he expired on 12.09.2016. The complainant, being nominee under the said policy, had lodged death claim papers with the insurer but the death claim under the said Policy had been repudiated by the insurer vide letter dated 28.02.2017.

Insurer's SCN was received on 20.10.2017.

Annexure VI-A was received on 25.01.2018.

The Insurer informed that the Death claim was repudiated on 28.02.2017 due to concealment of material facts regarding health of DLA as he was suffering from TB prior to taking policy and the same was not disclosed in the proposal form. The insurer has submitted the treatment record of T.B. and hospital treatment record of Shri Balaji Aarogya Hospital Kurukshetra.

18) Cause of Complaint:**Complainant's argument:**

Smt. Bala Devi, the complainant attended the personal hearing on 26.11.2018 and reiterated the contents of basic complaint. She had submitted that the insurer had repudiated the death claim of her husband whereas her husband was not having any problem or illness.

Insurer's arguments:

Sh. J.B.Singh, Manager (CRM) attended the personal hearing on 26.11.2018 and reiterated the contents of SCN. He produced the record of T.B. treatment taken by the DLA in 2011 which was prior to date of proposal i.e. 02.06.2016. The DLA had concealed this material fact and had not disclosed the same in the proposal form.

19) The following documents were placed for perusal:-

- a) Copy of Proposal form.
- b) Copy of T.B. treatment taken in 2011.
- c) Certificate of hospital Treatment issued by Shri Balaji Aarogyam Hospital, Kurukshetra.

20) Result of personal hearing with both parties (Observations & Conclusion)

On going through the various documents available in the file and also hearing both the complainant and the representative of the Insurance Company, It is observed that there was concealment regarding pre-existing ailment on the part of DLA. So he had obtained insurance fraudulently by suppressing the material information. The insurer has repudiated the death claim rightfully.

ORDER

Taking into account the facts & circumstances of the case and the submissions made by both the parties during the course of hearing, there is no need to interfere with the decision of the insurer and the complainant is hereby dismissed.

Hence, the complaint is treated as closed.

Dated at Chandigarh on 26th day of November, 2018.

**D.K.VERMA
INSURANCE OMBUDSMAN**

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, STATES OF NORTH EAST

(UNDER RULE NO:16(1)/17 OF THE INSURANCE OMBUDSMAN RULES, 2017)

OMBUDSMAN- SHRI K.B SAHA

CASE OF Mantu Sarma V/S LIC of India

COMPLAINT REF:NO: GUW-L-029-1819-0189

1.	Name & Address Of The Complainant	Mantu Sarma Vill: School Reserve P.O. Dhing, P.S. Dhing Dist: Nagaon, (Assam).
2.	Policy No. Type Of Policy Policy term/Policy Period	486303422, DOC- 28/09/2013 Endowment, 14-21 Date of death- 24/01/2016
3.	Name of the insured	(L) Narayan Ch Sarma
4.	Name of insurer	LIC of India
5.	Date Occurrence of Loss/claim	31/03/2018
6.	Details of Loss:	
7.	Reason For Grievance	According to Rule 17(6) of the Insurance Ombudsman Rules, 2017,
8.	Date of receipt of the Complaint	30-Oct-2018
9.	Amount of Claim	150000.00
10.	Date of Partial Settlement	0.00
11.	Amount of Partial Settlement	0.00
12.	Amount of relief sought	Full death claim
13.	Complaint registered under Rule no: of RPG rules	Rule 13(1)(b) – any partial or total repudiation of claims by an insurer
14.	Date of hearing Place of hearing	21-Nov-2018 Guwahati
15.	Representation at the hearing	
	a)For the Complainant	Mr. Mantu Sharma

	b)For the Insurer	Mr.B.N. Jha
16.	Complaint how disposed	Through hearing
17.	Date of Award/Order	21/11/2018
18.	Brief Facts of the Case	DLA had not disclosed about his lapsed policy 484360046 at the time of proposal, but the said policy was revived on 23/12/2014
19.	Cause Of Complaint	Repudiation of death claim
	Complainant's Argument:	Pol No 484363346 was in lapsed condition when the DLA had taken his new policy no 486303422. The DLA had no intention to cheat the insurer. The concerned sales person also had not asked him about it.
	Insurer's Argument:	Through SCN the insurer has stated that the DLA should informed about his earlier policies. He had declared only one policy 484486617 with 55000/ SA. If he had declared his another policy 484360046 with 1,00,000/- SA the under writing requirement would have been different.
20.	The following documents were placed for perusal.	1) Complainant Letter 2) Policy Copy 3) SCN
21. Result of hearing with both parties(Observations & Conclusion)		I have gone through all the documents on record. I have also carefully heard both the parties. During hearing the complainant submitted some Doctors advice slips and prescription. From these documents the forum has confirmed that the DLA was in good health condition, so he had no reason to cheat the insurer.

AWARD

Taking into account facts & circumstances of the case and the submissions made by both the parties during the course of hearing the forum opines that the basis of repudiation was non-disclosure of his earlier policy which was in lapsed condition. However, since he had mentioned one in-force policy, it is clear that there might be misunderstanding about what needs to be disclosed but there was no deliberate intention to suppress. Hence, the forum closes the complaint

directing the insurer to make full payment of the claim to the complainant setting aside repudiation which is not based on indisputable documented evidence.

The attention of the Complainant and the Insurer is hereby invited to the following provisions of Insurance Ombudsman Rules, 2017:

a. According to Rule 17(6) of the Insurance Ombudsman Rules, 2017, the insurer shall comply with the award within thirty days of the receipt of the award and intimate compliance of the same to the Ombudsman.

**Dated at Guwahati on 21st day of
Nov.2018**

**.....
INSURANCE OMBUDSMAN
FOR THE STATE OF NORTH EAST
INDIA.**

**PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, GUWAHATI
(UNDER RULE NO: 16(1)/17 of INSURANCE OMBUDSMAN RULES 2017)
OMBUDSMAN – K.B. SAHA**

CASE OF: Complainant : : Mr. Gulam Wazid Barbhuya V/s. Bharti AXA Life Ins. co. Ltd.

COMPLAINT REF NO: GUW-L-008-1819-0177

1.	Name & Address of the Complainant	Mr. Gulam Wazid Barbhuya
2.	Policy No: Type of Policy Duration of policy/Policy period	501-1715520 DOC:28.01.2014 Term: 20 yrs SA: 253980 Date of death :- 18.08.2017
3.	Name of the insured Name of the policyholder	Tasurun Nessa Barbhuiya
4.	Name of the insurer	Bharti AXA Life Ins. Co. Ltd.
5.	Date of Repudiation	NIL
6.	Reason for repudiation	NIL
7.	Date of receipt of the Complaint	09/10/2018
8.	Nature of complaint	NON PAYMENT OF DEATH CLAIM
9.	Amount of Claim	253980/
10.	Date of Partial Settlement	06/01/2018
11.	Amount of relief sought	253980/
12.	Complaint registered under Rules of Insurance Ombudsman 2017	13(1)(b)
13.	Date of hearing/place	O/o Insurance Ombudsman Guwahati, 30.10.18

14.	Representation at the hearing	
	• For the Complainant	Mr. Rahim Ahmed Barbhuya
	• For the insurer	Ms Gurmohan Sharma
15	Complaint how disposed	Through Hearing
16	Date of Award/Order	21/11/2018

17) Brief Facts of the Case:

19) Reason for Registration of Complaint: - Scope of the Insurance Ombudsman Rules 2017 (Rule 13(1) (b).

20) The following documents were placed for perusal.

- a) Complaint letter
- b) Annexure – VI A
- c) Copy o the policy
- d) Annexure VII A
- e) S C N

- Result of hearing with both parties (Observations & Conclusion):- Both the parties were called for hearing on 30.10.18. Mr. Rahim Ahmed Barbhuyan was authorized by the complainant Mr.Gulam Wazid Barbhuyan to presen in the hearing and from the insurer Ms. Gurmohan Sharma was present in the hearing.
- DECISIONI have gone through all the documents on record. I have also carefully heard both the parties. During hearing the representative of the complainant had produced one premium receipt against the payment of premium due Jan2017 and July 2017. The insurer representative confirmed the receipt as authentic and same was not accounted for in company's book. However she (the insurer representative) requested to the honourable Ombudsman for allowing one week time for ascertaining the proper reason for not accounting the payment. The time has been granted by the Ombudsman.

On 15th Nov 2018 the insurer had informed to the forum through mail that they are going to pay full death claim benefit Rs.2,53,980/= to the claimant. They had already paid Rs.70606/= on 06.01.2018 through NEFT. Balance amount Rs.1, 83,374 is processing for payment.

Award

Since the insurer has started the process for full death claim benefit hence the forum directs the insurer to make the balance amount immediately with interest @2% above bank rate from 06/01/2018 (date of partial payment)

The attention of the Complainant and the Insurer is hereby invited to the following provisions of Insurance Ombudsman Rules, 2017.

As per Rule 17(6) of the said rules the Insurer shall comply with the Award within 30 days of the receipt of the acceptance letter of the Complainant and shall intimate the compliance to the Ombudsman.

Dated at Guwahati on the 21th day of Nov.2018

K.B.Saha
INSURANCE OMBUDSMAN

**PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, STATE OF WESTERN U.P. AND UTTRAKHAND
UNDER
THE INSURANCE OMBUDSMAN RULES, 2017
OMBUDSMAN – SMT. SANDHYA BALIGA
CASE OF SMT MISRO DEVI V/S BHARTI AXA LIFE INSURANCE COMPANY.
COMPLAIN**

**REF: NO:NOI-L-008-1819-0001
AWARD NO**

1.	Name & Address of the Complainant	Smt. Misro Devi, W/o Budhdhu Singh, Khairullapur, Tanda Afzal, (M.S.T) Thakurdwara, Moradabad, Uttar Pradesh-244602
2.	Policy No: Type of Policy Duration of policy/Policy period	501-2554282 Life Insurance
3.	Name of the insured Name of the policyholder	Late Mr. Mukesh Kumar Late Sh. Mukesh Kumar
4.	Name of the insurer	Bharti Axa Life Insurance Co. Ltd
5.	Date of Repudiation	15/07/2017
6.	Reason for repudiation	Insurance on predeceased life and suppression of material facts by complainant.
7.	Date of receipt of the Complaint	26/03/2018
8.	Nature of complaint	Death
9.	Amount of Claim	Rs 255600/-
10.	Date of Partial Settlement	nil
11.	Amount of relief sought	Rs.255600/-
12.	Complaint registered under IOB Rule no: 2017	13
13.	Date of hearing/place	26/11/2018 Noida
14.	Representation at the hearing	
	g) For the Complainant	Misro Devi (self)
	h) For the insurer	Vineet Ghai, A.D.M
15.	Complaint how disposed	Award in favour of complainant
16.	Date of Award/Order	30.11.2018

17) Brief Facts of the Case: Mrs. Misro Devi, the complainant has lodged a death claim in respect of his son Mr. Mukesh . which was repudiated by the Insurance Company on the ground that the life insured was not alive at the time of taking the policy and had suppressed facts which were material to disclose.

18) Cause of Complaint:

Complainants argument: The Complainant stated that her son had taken one Life Insurance policy no-501-2554282 from bharti Axa Life Insurance Co. Ltd on 07/11/2014 for period of 15 years on non- medical ground. Her son expired on 08/03/2015 and as his nominee she lodged death claim in respect of subject policy on 16/06/2017 along with death certificate issued by the Government of Uttar Pradesh dated 11/11/2016 . The death claim in respect policy no 501-2554282 was repudiated by the insurance company vide letter dated 15/07/2017 stating that said policy was issued on ground of fraudulent intention to obtain insurance proceeds on a dead person. The complainant further stated that he had also enclosed photocopy of cutting of newspaper informing the death of Mr. Mukesh Kumar on 08/03/2015 along with copy of death certificate while lodging the claim .

Insurers' argument: The Insurance Co. stated in their letter dated 15/07/2017 and SCN received on 30/07/2017 that the policy no 501-2554282 was issued on the basis of duly filled in proposal form by the insured. The Insurance Co further stated that during investigation, they had indisputable evidence to establish that life assured expired prior to applying the policy with them. The company further stated that complainant/claimant had fraudulently procured the policy under consideration from Bharti Axa Life Life and they relied upon the

statements received from Mrs Kaushlya Devi, Anganwadi worker and Khand Vikas Adhikari, village Thakurdwara, Moorabad ,which confirms and substantiate the findings of the company. Mrs Kaushlya Devi and Block Development Officer had confirmed in their declaration that the death of life assured had occurred before 2014 ,(flagged) and they do not remember the exact date and month is not remembered by them. In view of the above facts, the claim was repudiated on the ground of policy having been issued in the name of a dead person and the complainant/ claimant had deliberately played a mischief and committed a criminal activity to derive undue benefits from Bharti Axa Life.

19) Documents submitted

- 1.Complaint letter
2. Discharge summary of S.M.S Medical College &Hospital
3. Death certificate and other documents issued by and government of Uttar Pradesh
4. SCN by company
5. death claim rejection letter.
6. Consultation papers from doctor

20) Results of hearing with both parties:- Hearing in the case was held on 26/11/2018 fixed at 10.30 AM. The insured was delayed because of late arrival of train. The Insurance Company left the forum. Since, the complainant had travelled long distance, the case was heard. The complainant presented herself before ombudsman and duly answered all the questions. The matter has been examined on the basis of documents on record, oral submissions during the personal hearing and investigation report submitted by the Insurance Company. The Insurance Company submitted copy of statements from neighbours Anganwadi and Gram Panchayat regarding death of life assured before year 2014. But the exact date of death of life assured has not been mentioned anywhere. , which legally can not be taken as basis for repudiation of the claim. The complainant also produced original proof of death certificate, cutting of News paper showing date of death as 08/03/2015 and place of death as Jaspur,Udham Singh Nagar, Uttarakhand. Even in SCN, point no.4, the company admitted issuing policy after due pre verification call.

On the basis of above facts and evidences, it is observed that the policy was issued on the basis of voter I.D card(Non standard Age proof). In view of above facts the reason for repudiating the claim on the basis of “NON DISCLOSURE OF MATERIAL FACTS”/POLICY ISSUED ON PREDECEASED LIFE does not appear valid , hence the claim is payable by the company. The death certificate and paper clipping prove that death occurred subsequent to the policy issuance.

AWARD

Taking into account the facts & circumstances of the case and the submissions made by insured during the course of hearing, an award is passed directing the insurer to pay the total sum insured of Rs.255600/ to the complainant/Nominee towards full and final settlement of the claim.

The complaint is treated as DISPOSED OFF accordingly.

22. The attention of the Complainant and the Insurer is hereby invited to the following provisions of Insurance Ombudsman Rules, 2017:

- ii. According to Rule 16(2) of Insurance Ombudsman Rules, 2017, the complainant shall furnish to the insurer within a period of 15 days from the date of receipt of this Award, a letter of acceptance that the Award is in full and final settlement of his claim.
- jj. As per Rule 16(3) of the said rules the Insurer shall comply with the Award within 15 days of the receipt of the acceptance letter of the Complainant and shall intimate the compliance to the Ombudsman.

**Place: Noida.
Dated: 30.11.2018**

**(SANDHYA BALIGA)
INSURANCE OMBUDSMAN
(WESTERN U.P. & UTTARAKHAND)**

**PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, STATE OF WESTERN U.P & UTTARAKHAND
UNDER INSURANCE OMBUDSMAN RULE 2017
OMBUDSMAN – MS. SANDHYA BALIGA
CASE OF SHRI ATUL SHARMA V/S EXIDE LIFE INSURANCE COMPANY
COMPLAINT REF. NO: NOI-L-025-1819-0199**

AWARD NO:

1.	Name & Address of the Complainant	Atul Sharma, 29/5, New Krishna Nagar, Mathura, U.P.
2.	Policy No: Type of Policy Duration of policy/Policy period	03533203 Conventional 05/15 years
3.	Name of the insured Name of the policyholder	Late Shri Om Prakash Sharma Late Shri Om Prakash Sharma
4.	Name of the insurer	Exide Life Insurance Company
5.	Date of Repudiation	22.6.2018
6.	Reason for repudiation	Concealment of material fact
7.	Date of receipt of the Complaint	16.7.2018
8.	Nature of complaint	Death claim rejection
9.	Amount of Claim	Rs. 7 lac
10.	Date of Partial Settlement	nil
11.	Amount of relief sought	Rs. 7 lac
12.	Complaint registered under IOB rules 2017	13 (a) (i)
13.	Date of hearing/place	26/11/2018, Noida
14.	Representation at the hearing	
	i) For the Complainant	Sh. Atul Sharma
	j) For the insurer	Sm. Vaishali Urs ,General Manager
15.	Complaint how disposed	Award in favor of Insurance Company.
16.	Date of Award/Order	30.11.2018.

17) Brief Facts of the Case: This is a complaint filed by Shri Atul Sharma against the decision of Exide Life Insurance Company relating to rejection of death claim of his father Shri Om Prakash Sharma in respect of policy no 03533203 on the ground of concealment of material fact of illness by the deceased life assured.

18) Cause of Complaint: Rejection of Death Claim by Exide Life

Complainants Arguments: It is stated that Late Om Prakash Sharma had taken a Exide Life Assured Gain Plus policy on 31.3.2017 from Exide Life. The life assured died suddenly on 17.04.2018. After the death of the life assured, his son and the complainant submitted the claim with all documents before the Insurance Company. The said claim was rejected by Exide Life on the ground of concealment of illness by the insured. The complainant stated that the Insurance Company had medically examined his father before the proposal with special reports. They rejected his policy no. 03433447 due to some health problem. Later on they agreed to provide him subject policy no 03533203 by charging higher premium. But, at the time of claim instead of paying claim they repudiated the claim on the ground of intentional non-disclosure of material facts, which was wrong. He stated that his father was facing breathing problem, for he has taken treatment in which tuberculosis was found. He stated that his claim is genuine and should be paid by Exide Life.

Insurers' argument: The Insurance Company in its reply dated 12.9.2018 submitted that the policy was issued on the life of Shri Om Prakash Sharma on 23.3.2017 bearing no. 03533203 for Rs.7 lakh sum assured. The Insurance Company received the death claim intimation from the complainant on 9.5.2018 and since it was an early claim the matter was investigated by the Insurance Company. During investigation, it was found that the deceased life assured had history of DM-II, CAD/TVD since Sept 2016 and he was diagnosed with post PTCA Stent/LAD/PLV on 10.9.2017, Old Pulmonary/KOCHs two years back, B/L Pleural effusion and Post right Thoracocentesis, which is evident from the medical document/discharge summary issued by Dr. D.K. Jha of Sarvodaya Hospital and research Centre dated 3.10.2017. The deceased life assured was suffering from the above disease, before the proposal was signed on 23.3.2017 and issuance of the policy document. It was clearly evident from the discharge summary that the assured was suffering from pre-existing illness, which was concealed at the time of proposal. As the insured suffered from DM_II, CAD/TVD (10/09/2016), he was diagnosed with post PTCA Stent LAD/PLV

(10/09/2017), old Pulmonary /KOCs (2 years back), B/L Pleural Effusion and Post right Thoracocentesis and he did not reveal his history at the time of proposal, the claim was repudiated by the insurance company on the ground of concealment of material facts regarding health by the deceased life assured. Further they had paid the surrender value of Rs. 62304.67 and the same had been transferred in to the IDBI account of the complainant.

19) Reason for Registration of Complaint: - The complaint falls under scope of the RPG Rules 13(1)1998.

20) The following documents were placed for perusal.

- a) Copy of discharge summary of Sarvodaya Hospital.
- b) Copy of Policy Bond,
- c) Copy of proposal form
- d) Copy of decision Exide Life

21) Result of hearing with both parties (Observations & Conclusion) Both sides appeared for personal hearing and reiterated their submissions. The complainant stated that his father died suddenly on 16/04/2018 and the insurance company had rejected his claim without any valid reason. The Insurance Company in support of repudiation of claim submitted the Discharge summary dated 03/10/2017 stating that Mr Om Prakash Sharma was admitted in Sarvodaya Hospital with C/O Gradually increasing shortness of breath and generalized weakness since 3 days on 25/09/2017 and discharged on 03/10/2017 and in their final diagnosis, hospital found that he had CAD/TVD (10/09/2016) , Post PTCA Stent LAD/PLV(10/09/2017), Old Pulm/ KOCs(2 years back), B/L Pleural effusion and Post Right Thoracocentesis, which clearly shows that the insured was suffering from Old Pulm/KOCHS9 since 2 years i.e prior to the date of proposal. The complainant stated that medical reports of the test which were conducted earlier for the policy no 03433447 (Exide Life Smart Term Plan, which was denied) only were taken into consideration while issuing policy no 03533203 and above diseases were wrongly mentioned in discharge summary. As the complainant was himself an agent and the proposal was also sourced by him, it is highly improbable that he would not know the policy conditions.

The deceased life assured had thus concealed the material facts of his illness at the time of proposal. The Insurance Company have thus rightly repudiated the claim and there is no reason to interfere with the decision of insurance company.

AWARD

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

The complaint is disposed off accordingly.

22. The attention of the Complainant and the Insurer is hereby invited to the following provisions of Insurance Ombudsman Rules, 2017:

- a) According to Rule 16(2) of Insurance Ombudsman Rules, 2017, the complainant shall furnish to the insurer within a period of 15 days from the date of receipt of this Award, a letter of acceptance that the Award is in full and final settlement of his claim.
- b) As per Rule 16(3) of the said rules the Insurer shall comply with the Award within 15 days of the receipt of the acceptance letter of the Complainant and shall intimate the compliance to the Ombudsman.

Place: Noida.

Dated: 30.11.2018

**(SANDHYA BALIGA)
INSURANCE OMBUDSMAN
(WESTERN U.P. & UTTARAKHAND)**

**PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, STATE OF WESTERN U.P & UTTARAKHAND
UNDER INSURANCE OMBUDSMAN RULES 2017
OMBUDSMAN – SMT. SANDHYA BALIGA
CASE OF SMT LAXMI DEVI V/S LIC OF INDIA
COMPLAINT REF. NO: NOI-L-029-1819-0056**

AWARD NO:

1.	Name & Address of the Complainant	Smt. Laxmi Devi, w/o Lt. Sh manmohan, Sharda Power House, Lohiyahed, P.O Lohiyahed, Khatima, Udham Nagar, Uttarakhand-262308
2.	Policy No: Type of Policy Duration of policy/Policy period	242998553 Conventional 24 years
3.	Name of the insured Name of the policyholder	Late Shri Man Mohan Late Shri Man Mohan
4.	Name of the insurer	LIC OF INDIA
5.	Date of Repudiation	17/01/2018
6.	Reason for repudiation	Policy lapsed
7.	Date of receipt of the Complaint	20/04/2018
8.	Nature of complaint	Death claim rejection
9.	Amount of Claim	Rs. 2 lac
10.	Date of Partial Settlement	nil
11.	Amount of relief sought	Rs. 2lac
12.	Complaint registered under IOB Rules 2017	13(1) (b)
13.	Date of hearing/place	Noida , 27-11-2017
14.	Representation at the hearing	
	k) For the Complainant	Self
	l) For the insurer	Sh. Bhuwan Chandra Pathak , AO
15.	Complaint how disposed	Award in favour of Complainant
16.	Date of Award/Order	30.11.2018.

17) Brief Facts of the Case: This is a complaint filed by Smt. Laxmi Devi against the decision of Life Insurance Corporation of India relating to rejection of death claim of her husband Shri Man Mohan in respect of policy no 271998553 on the ground that the status of the policy was lapsed at the time of death of insured.

18) Cause of Complaint: Rejection of Death Claim by LIC

Complainants Arguments: The complainant stated that Late Man Mohan had taken endowment policy from LIC Khatima Branch under Salary Saving Scheme by paying premium of Rs. 695/- per month for sum assured of Rs. 2 lakh. The complainant stated that her husband died on 14/02/2017 due to pain in chest at home. . The policy lapsed due to late submission of premium of all the employees by the employer . The complainant further stated that the monthly premium in respect of subject policy was deducted from his husband salary in time but was remitted to LIC late by the employer which was not her fault. After death of the life assured, his wife, the complainant submitted the claim with all documents before the Insurance Company but her claim was rejected by LIC on the ground the insurance policy was not in force at the time of death of the insured. She stated that her claim was genuine and should be paid by LIC.

Insurers' argument: The Insurance Company in its reply dated 17/01/2018 and SCN dated 16/01/2018 stated that the policy was issued on the life of Shri Man Mohan at the age of 31 years on 28.3.2015 bearing no. 242998553 for Rs.2 lakh sum assured under non-medical scheme. His wife Smt. Laxmi Devi, nominee in the policy informed that her husband Sh. Man Mohan had expired due to pain in chest on 14.02.2017. Insurance Company stated that the claim was repudiated because the policy was lying in lapse condition at the time of death of the insured . The policy lapsed due to non-payment of premium by the employer because of absence of employee from duty no salary was paid to the employee .(statement enclosed) for the months of 11/2016 and 12/2016 . Since premium due for 11/2016 and 12/2016 were not remitted by the employer and premium due against above P.A Code for the month of 01/2017 was sent late i.e on 22/02/2017 after death of life assured . Further the policy had not acquired even paid up value as the premiums were not paid for full three years, hence, nothing was payable to the complainant. The decision of repudiation was also upheld by Zonal office Kanpur.

19) Reason for Registration of Complaint: - Repudiation of death claim.

20) The following documents were placed for perusal.

- a) LICI reply
- b) Copy of Policy Bond,
- c) Copy of proposal form
- d) Copy of decision LICI

21) Result of hearing (Observation and Conclusions) :- The complainant did not appear for hearing. The insurer stated that the policy was taken under salary saving scheme and the employer UJVN Limited Lohiahead(Khatima) did not remit premium due for 11/2016 and 12/2016. So the policy was lying in lapse condition at the time of death of the DLA. Further the policy had not acquired even the paid up value as premiums were not paid for full 3 years, hence nothing was payable to the complainant and claim was rejected. However the insurer had adjusted premium received for due January-2017 towards 12/2016. But as per employers letter DLA was absent from duty for some days in the month of 11/2016 and 12/2016, so the salary of the DLA was not prepared and premium was not deducted from salary and not remitted to the insurer. Since the premium were not remitted by the employer so the premium due on 11/2016 and 12/2016 should be treated as gaps and premium for jan-2017 has been remitted by the employer is to be adjusted against January-2017. Thus the policy is in force and death claim for full sum assured is payable.

AWARD

Taking into account the facts & circumstances of the case and the submissions made by both the parties during the course of hearing, the insurance company is directed to make death claim payment for full sum assured.

The complaint is disposed off accordingly.

22. The attention of the Complainant and the Insurer is hereby invited to the following provisions of Insurance Ombudsman Rules, 2017:

- a) According to Rule 16(2) of Insurance Ombudsman Rules, 2017, the complainant shall furnish to the insurer within a period of 15 days from the date of receipt of this Award, a letter of acceptance that the Award is in full and final settlement of his claim.
- b) As per Rule 16(3) of the said rules the Insurer shall comply with the Award within 15 days of the receipt of the acceptance letter of the Complainant and shall intimate the compliance to the Ombudsman.

Place: Noida.

Dated: 30.11.2018

**(SANDHYA BALIGA)
INSURANCE OMBUDSMAN
(WESTERN U.P. & UTTARAKHAND)**

**PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, STATE OF WESTERN U.P. AND UTTARAKHAND
UNDER INSURANCE OMBUDSMAN RULES 2017
OMBUDSMAN - SMT. SANDHYA BALIGA
CASE OF YOGESH KUMAR V/S SBI LIFE INSURANCE COMPANY LTD.
COMPLAINT REF: NO: NOI-L-041-1819-0039**

AWARD NO:

1.	Name & Address of the Complainant	Sh. Yogesh Kumar Vill. Farsauli , P.O. Mursaan Hathras, Uttar Pradesh 204213
2.	Policy No: Type of Policy Duration of policy/Policy period	76001000337 Life plan
3.	Name of the insured Name of the policyholder	Late Sh. Suresh Chand
4.	Name of the insurer	SBI Life Insurance company limited
5.	Date of Repudiation	16-02-2018
6.	Reason for repudiation	Mis-statement of age in membership form
7.	Date of receipt of the Complaint	19-04-2018
8.	Nature of complaint	Non- settlement of death claim
9.	Amount of Claim	Rs. 2,00,000/-
10.	Date of Partial Settlement	None
11.	Amount of relief sought	Rs.2,00,000/-
12.	Complaint registered under IOB rules	13 (1) (b)
13.	Date of hearing/place	Noida / 20-11-2018
14.	Representation at the hearing	
	m) For the Complainant	Yogesh Kumar
	n) For the insurer	Anjali Chahar
15.	Complaint how disposed	Award in favour of complainant
16.	Date of Award/Order	30.11.2018

17) Brief Facts of the Case:- This complaint is filed by Sh. Yogesh Kumar against SBI Life Insurance Company Ltd. relating to Repudiation of death claim policy issued on the life of his father Late Sh. Suresh chand under policy no.76001000337.

18) Cause of Complaint:- Repudiation of death claim.

Complainants argument :- The complainant stated that his father Late Sh. Surech Chand had taken insurance under Pradhan Mantri Jeevan Jyoti Yojana scheme-State Bank of India ,Mursan branch a/c no. 11824822694 vide Master Policy no. 76001000337on 30-06-2015. Renewal premium of Rs.330/- was deducted from his account on 27-05-2016 and next renewal premium was also deducted on 26-05-2017 from his father's account. His father died on 29-04-2017 due to Road Accident. The complainant had submitted all the relevant documents to the insurer. The death claim payment had been denied by the insurer vide their letter dated 16-02-2018.

Insurers' argument:- The insurer stated that Sh.Suresh Chand was covered under Pradhan Mantri Jeevan Jyoti Scheme-State Bank of India, Mursan Branch, a/c no.11824822694 on 30-06-2015. The insurer had received all documents for payment of death claim. While scrutiny of documents it was found that at the inception of policy age of the Deceased Life Assured was more than 50 years. As per the PMJJBY Scheme , Member can join the scheme if his age is within 18 years to 50 years and as per the facts available Late Suresh Chand was more than 50 years old. Hence Death Claim Payment was Repudiated as per policy terms and conditions and it was conveyed to the complainant also.

19) Reason for Registration of Complaint: - Non-settlement of death claim

20) The following documents were placed for perusal.

- a) Complaint Letter
- b) Rejection letter
- c) Death certificate
- d) FIR

21) Result of hearing with both parties (Observations and conclusion) :-

Both parties appeared for personal hearing and reiterated their earlier submissions. The insurer stated that as per record of Master policyholder, the DLA had mentioned his date of birth as 01-01-1972 i.e. he had mentioned his age as 43 years at the time of enrollment into the scheme. As per Aadhar Card bearing no. 746855420122, the year of birth of the DLA was mentioned as 1960, thus as on the date of commencement of risk i.e. on 30-06-2015, the age of the DLA was 55 years. As per School Certificate, the year of birth of the DLA was mentioned as 1964, thus on the date of commencement of risk (30-06-2015) the age of the DLA was 51 years. The complainant stated the insurer should have verified the age of the DLA at the time of granting insurance cover. The renewal premium had also been accepted. It is evident that insurance cover could not have been granted if the correct age was taken into consideration therefore the complainant is not entitled for claim amount. I hold that it was the responsibility of the insurer to verify the correct age, the premia collected should be refunded.

AWARD

Taking into account the facts & circumstances of the case and the submissions made by both the parties during the course of hearing, the insurance company is directed to refund all premiums paid to the complainant, towards full and final settlement of the claim.

The complaint is treated as closed accordingly.

22. The attention of the Complainant and the Insurer is hereby invited to the following provisions of Insurance Ombudsman Rules, 2017:

- kk. According to Rule 16(2) of Insurance Ombudsman Rules, 2017, the complainant shall furnish to the insurer within a period of 15 days from the date of receipt of this Award, a letter of acceptance that the Award is in full and final settlement of his claim.
- ll. As per Rule 16(3) of the said rules the Insurer shall comply with the Award within 15 days of the receipt of the acceptance letter of the Complainant and shall intimate the compliance to the Ombudsman.

Place: Noida.

Dated: 30.11.2018

**SANDHYA BALIGA
INSURANCE OMBUDSMAN
(WESTERN U.P. & UTTARAKHAND)**