

# *Individual Personal Accident Policy*

**Ahmedabad Ombudsman Centre  
Case No. 11-002-0324  
Mrs. N Y Parekh  
Vs  
New India Assurance Co. Ltd.**

**Award Dated : 17.4.2007**

Repudiation of claim under PA Policy: The Insured had sustained burns on both of his foot soles due to the heat of the terrace floor. The scope of coverage for Death for a PA Policy is for an accidental 'bodily injury caused by external violent and visible means'. The said incident occurred in August, the month subsequent to monsoon. Hence, it is quite difficult to term the cause of the injury to have been violent, visible means. Again materials on record show that the Cause of Death as Cardio-respiratory arrest. The Primary Cause is Septicemia and the Secondary Cause is Diabetes Mellitus and Chronic Renal Failure. It was observed that the deceased had a history of Diabetes Mellitus for 15 years and that Diabetic Neuropathy made the critical contribution in producing blisters in the foot-soles rather than alleged harm done by the terrace surface solely heated by natural sunlight that too in the month of August. Taking a holistic view of the whole case, Repudiation of the subject Claim was upheld.

**Ahmedabad Ombudsman Centre  
Case No. 11-002-0026  
Mr. Z U Shaikh  
Vs  
New India Assurance Co. Ltd.**

**Award Dated : 11.6.2007**

Repudiation of claim under Special PA Policy-Rasta Apatti Kavach Yojana: The Insured met with an accident causing injury/swelling on Right Wrist and Lower leg and had to be operated upon in a Hospital. Claim for medical expenses were denied leading to the Complaint. The Policy Conditions of Rasta Apatti Kavach Yojana was perused. It was observed that the Policy covers risk of death, Permanent Total Disablement and Permanent Partial Disablement and the Medical expenses thereof. The cited case is one where the Insured was suffering from a temporary total disablement. Since, the loss is not covered under the Policy, the Medical Expenses incurred thereof are also not covered. As such, Repudiation of the subject Claim was upheld.

**Ahmedabad Ombudsman Centre  
Case No. 11-003-0045  
Sri. K J Chaudhary  
Vs  
National Insurance Co. Ltd.**

**Award Dated : 29.6.2007**

Repudiation of Claim under P.A. Policy: The Insured suffered an Accidental Glass Injury, which caused deep wounds in the Right Arm. He was hospitalised for Treatment.

The Treating Orthopaedist recommended rest for 2 weeks. The Respondent referred the Case papers to their Medical Referee for opinion. TTD was proposed to be settled for 1 week, as per opinion of the Referee, for which the Insured was aggrieved. In the absence of any better method to rely, the principle of Golden Mean of the opinion of the two Specialists taken together worked out to 1½ weeks of TTD, which was awarded.

**Ahmedabad Ombudsman Centre**  
**Case No. 11-002-0301**  
**Mrs. S S Shah**  
**Vs**  
**New India Assurance Co. Ltd.**

**Award Dated : 8.5.2007**

Repudiation of Claim under PA Policy: The Insured fell down due to a sudden attack of Parkinson's Disease and died. Claim was repudiated on the ground that the incident did not amount to an accidental fall, but fall due to disease. The matter had been documented in the FIR lodged with the Police authorities, which noted that that the deceased fell from the terrace and died. It also further stated that the deceased had Parkinson's Disease. There were a number of documentary evidence confirming that the deceased was a patient of Parkinson's Disease. But the report of the Police Inspector did never state that the fall was due to Parkinson's Disease. In other words, the critical enquiry is not that the DLA had Parkinson's Disease but that the DLA fell down from the terrace due to Parkinson's Disease. Judicial pronouncements of the Courts direct repudiation to be sustained only by indisputable proofs in order to discourage decisions based on presumptions. The DLA had policies with LIC which had disbursed payment of Accident Benefit. Taking a holistic view, the Respondent was directed to pay the full Claim.

**Ahmedabad Ombudsman Centre**  
**Case No. 11-005-0132**  
**Mr. N J Mehta**  
**Vs**  
**Oriental Insurance Co. Ltd.**

**Award Dated : 14.5.2007**

Partial repudiation of Claim under PA Policy. The Insured fell down from a running scooter that he was driving. He was operated for Fracture upper-end Rt. Tibia and was operated again and again due to the complications that followed. The Treating Orthopaedist recommended TTD for 32 weeks. The Respondent on taking the opinion of the Medical Referee opined for payment of TTD for 6 weeks. On getting a representation from the Insured, the matter was reviewed and settlement offered for TTD of 30 weeks. On going through the medical papers, the extreme severity of the sickness was proved. Taking a holistic view of the severity of the case, the suffering that the accident brought upon the Insured and the extreme time lag, in the interest of justice and fairness, the Respondent was directed to settle TTD for 32 weeks as claimed.

**Ahmedabad Ombudsman Centre**  
**Case No. 11-002-0356**  
**Mr. C K Shah**  
**Vs**  
**New India Assurance Co. Ltd.**

**Award Dated : 24.5.2007**

Partial repudiation of Claim under PA Policy. The Insured fell down from a running scooter that he was driving. He was operated for Fracture of Right hand Radius and Ulna. The Treating Hospital recommended TTD for 12 weeks. The Respondent on taking the opinion of the Medical Referee opined for payment of TTD for 8 weeks. On getting a representation from the Insured, the matter was reviewed and settlement offered for TTD of 10 weeks. The difference of 2 weeks of TTD is evidently marginal and in settlement thereof, nearly a year had passed. The Policy had run for 11 years without Claim. Taking a holistic view, the Respondent was directed to settle TTD for 12 weeks as claimed.

**Ahmedabad Ombudsman Centre**  
**Case No. 14-003-0308**  
**Mr. H M Sanghani**  
**Vs**  
**National Insurance Co. Ltd.**

**Award Dated: 28.5.2007**

Repudiation of Claim under PA Policy: From the records, it was observed that the Date of Accident was shown differently in different records. The inconsistencies in factual data with regard to the critical dates being glaring, it required the application of legal process like affidavit etc. for which the Forum is not geared to deliver. As such, in the interest of fairness and justice, the Complainant was asked to take up his grievance to a forum deemed appropriate for the purpose.

**Chandigarh Ombudsman Centre**  
**Case No. : GIC/148/OIC/14/08**  
**Sadhu Singh**  
**Vs**  
**Oriental Insurance Co. Ltd.**

**Order dated: 16.08.07**

**Facts :** Shri Sadhu Singh's son Bachitter Singh was covered under PA Policy issued by BO-III Amritsar. He met with an accident while he was driving his motorcycle. All the documents relating to the claim for death of his son were submitted to the insurer, who deputed an investigator for making enquiries. He was informed that claim was approved and legal notice regarding legal heirs was given in papers for which he was charged Rs. 5000/-. However, the claim had not been settled so far.

**Findings :** The insurer stated that there was no FIR, PMR or DDR available to justify that the death was due to an accident. Moreover there was a complaint stating that death was due to heart failure in the village and not due to any accident. The investigator appointed for the purpose had also stated that the death took place in the village and not due to the accident. On a query whether the motorcycle which was being driven by the deceased was available, the complainant replied that the same had been disposed off a few months back. On a query whether any other insurance claim was availed, the complainant replied that there was an LIC policy for Rs. one lakh which had been received by him. On a query whether Double Accident Benefit (DAB) under the LIC policy was received by him, the complainant could not give any satisfactory answer.

**Decision :** Held that there was no circumstantial/documentary evidence to prove that the deceased Shri Bachitter Singh died while driving a motorcycle. As per terms and conditions of the policy, the claim was not payable in the absence of corroboratory

evidence to establish the cause of death due to accident. However, the insurer was advised to liaise with LIC of India BO Kapurthala to find out the bonafides of DAB claim under the LIC policy in the name of the deceased for which the policy particulars should be provided by the complainant to the insurer to enable them to settle the claim. In case the DAB was paid by the LIC, the insurer should settle the claim accordingly on merits.

**Chandigarh Ombudsman Centre**  
**Case No. : GIC/109/Bajaj/14/08**  
**Jawantri Devi**  
**Vs**  
**Bajaj Allianz Gen. Ins. Co. Ltd.**

**Order dated: 31.07.07**

**Facts :** Smt. Jawantri Devi's son Shri Sunil Kumar was covered under PA policy along with his insurance cover for his motorcycle for the period 27.10.05 to 26.10.06. He died in an accident on 23.1.06. She lodged the claim with the insurer. The insurer demanded driving licence of his son. She stated that she had informed the insurer that all the papers had been lost from the site of the accident and hence she was unable to make available the copy of driving licence. Further she stated that without details it was not possible for her to procure a duplicate copy either. She submitted that she was not asking for claim of motorcycle but only for PA claim for which the premium had been paid.

**Findings :** The insurer informed that number of letters had been sent to the legal heirs of the deceased asking for the driving licence but since all the letters were not answered, the claim was repudiated. The insurer further stated that as per terms and conditions of owner driven vehicle policy, a valid driving licence is mandatory for admitting the PA claim in motor vehicle claims. In this case, because of non availability of driving licence, the same could not be considered for payment. On a query as to whether any particulars about driving licence were available the complainant stated that they were not aware of the transport authority from where the driving licence had been issued.

**Decision :** Held that the production of valid driving licence was a mandatory requirement for settling the claim of personal accident but the complainant being an illiterate senior citizen was not in a condition to produce the same. There was no reason to believe that the owner driver was driving the motorcycle without a valid driving licence at the time of death. Hence, taking an overall position and considering the fact that the complainant was a helpless widow, ordered that an ex-gratia payment of Rs.50,000/- be paid to Smt. Jawantri Devi, mother of Late Sh. Sunil Kumar under rule 16 (2) of RPG Rule, 1998.

**Chandigarh Ombudsman Centre**  
**Case No. : GIC/364/NIC/11/07**  
**Subhash Chand Aggarwal**  
**Vs**  
**National Insurance Co. Ltd.**

**Order Dated : 31.5.07**

**Facts :** Shri. Subhash Chand Aggarwal was covered under Personal Accident Policy for the period 21.8.05 to 20.8.06. He met with an accident and was advised bed rest from 30.6.06 to 14.9.06. The policy had run for the last ten years. He injured his knee due to fall in the house which led to stretching of ligament. The investigator was appointed and all documents were submitted to the insurer. However, when the claim

was lodged, the same was repudiated on the ground that the medical report referred to degeneration of knee which could not be due to fall.

**Findings :** The insurer informed that the complainant lodged the claim on 4.7.06 for an accident that took place on 30.6.06. Shri D.K. Saxena was deputed for investigation on 5.7.06. His report dated 21.7.06 confirmed that the insured was not on bed rest, but attending his office regularly. Based on investigator's report the claim was repudiated on 13.10.06. On receipt of complaint from Ombudsman's office another senior investigator, Shri Pijush K Sen was deputed. As per his findings, the complainant suffered from degenerative changes in right knee. No injury was reported on 30.6.06 as per prescriptions of M/s Surya Ortho & Trauma Centre & Escorts Hospital. There was no proof of an accident/fall due to which there was knee problem. On a query as to whether any claim was lodged in the last ten years, the reply was in the negative. The report dated 3.7.06 of Escorts VGS MRI Centre given by Dr. Sharmila Mitra and Dr. Praveen Gulati mentioned that MRI findings were suggestive of degenerative changes due to degeneration / tear of the posterior horn of medical meniscus.

**Decision :** Held that since the word 'tear' is used, it was suggestive of stretching of the ligament due to which tear had taken place. It could be assumed that there was a fall/accident. Hence the claim was payable. About the duration of the illness, in the medical report of 20.7.06, the complainant was advised rest for 3 weeks. Taking the date of accident as 30.6.06, the total period of rest/treatment would be 6 weeks. Hence ordered payment be made @ Rs. 4000 per week for 6 weeks as per terms and conditions of the policy.

**Guwahati Ombudsman Centre**

**Case No. : 14-005-0091/06-07**

**Smt. Prabhavati Basak**

**Vs**

**The Oriental Insurance Co. Ltd.**

**Award Dated : 02.02.2007**

**Grievance**

Truck No.AS-15/2865 belonging to the complainant, Smt. Pravabati Basak with particulars of insurance coverage noted as above met with an accident near Sonapur on National High-way-37 on 13/10/05. The complainant lodged the claim. The insurance company, however, offered only Rs.58,000/-, but she refused to accept the same as it was according to her inadequate to compensate the loss sustained, etc.

**Reply**

The insurer stated that on receipt of the claim petition, the same was processed and settlement was offered at Rs.58,000/- which was not accepted by the insured. It appears that although there is a statement from the complainant that she had spent Rs.1,55,000/- and was claiming only relief of Rs.1,00,000/- , no documents have been filed to substantiate the quantum of her actual loss. There is no estimate bill, voucher, cash-memo etc., produced by her. There is, however, no dispute about the accident and the damage to the insured vehicle. Equally the insurer also has not forwarded to us the connected survey report, if any, or the assessment note etc. Therefore, for want of sufficient materials, the exact/actual amount of re-imburement of the loss cannot be ascertained from our end and accordingly, it is ordered as hereunder.

In view of the discussions aforesaid, it is hereby directed that within 30 days from the date of receipt of the copy of this order the insurer will invite the insured at its Office to come along with all requisite documents and thereafter, taking the help of survey report, if any, assess the expenses incurred in repairing the damaged vehicle and

settle the adequate amount of re-imburement to be made and pay the same accordingly with intimation to this Office. The insured / complainant is directed to approach the insurer accordingly, may be through representative.

The matter stands disposed of for the time being.

**Guwahati Ombudsman Centre**  
**Case No. : 11-003-109/06-07**  
**Prabhat Ojha**  
**Vs**  
**National Insurance Co. Ltd.**

**Award Dated : 14.03.2007**

**Facts leading to grievance of complainant**

Briefly stated, complainant/insured states that he met with an accident on 06.10.05 due to falling of a bundle of goods accidentally upon him from a bazar bus (No.A.M.M. 378.) while he was moving by the side of that bus. He was shifted to Udalguri Khakhlari Rural Nursing Home and thereafter to Tezpur Skylark Hospital. He intimated the concerned Golden Multi Services Club Limited (GMSC Ltd) Office, Guwahati Branch, on 17.10.05 about the incident and subsequently submitted all requisite documents by 25.11.05. That the Insurance Company, however, on a plea that the intimation was given to their department after expiry of one month 7 days from the date of accident, informed him that the claim has been treated as 'No Claim'. That he intimated the GMSC Ltd about the incident within 11 days from the date of accident. Being aggrieved by the conduct and actions of the insurance company, he has approached here for appropriate relief.

**Counter-statements from opp.party/insurer**

In reply to the charges, the insurer (National Insurance Co. Ltd.) has submitted that the insured/claimant submitted a claim of Rs.1,00,000/- on the ground of disablement due to accident that insurance cover was granted to insured Prabhat Ojha as a beneficiary of the GMSC Ltd as per the MOU between said GMSC Ltd and Insurer on 2<sup>nd</sup> April, 2004. That the insurer received the intimation of accident through GMSC Ltd on 14<sup>th</sup> November, '2005 which was after expiry of 38 days from the date of accident in question. That as per condition no.15 of the MOU aforesaid the claim intimation should be given within 30 days by claimant/GMSC Ltd to the insurer. That such condition has been reproduced on the back side of the policy certificate and in the instant case, neither the complainant nor the GMSC Ltd., intimated the insurer within 30 days from the date of accident. Therefore, the claim had to be repudiated due to violation of terms of the contract. That Hon'ble Ombudsman, Kolkata has passed a judgement in another complaint of the same nature holding that the repudiation on the ground of such type of belated intimation was justified.

**Decisions & Reasons**

Without going into details and reproduction of things which are not necessary for a decision in view of the facts stated beforehand, we find what has been in dispute is the condition no.1 appended to the policy issued in favour of the complainant by said GMSC Ltd.

Nothing has been mentioned as to what is the consequence of not giving such claim intimation whereas in the subsequent lines under this Notice of Claim it is clearly mentioned that the claim form along with necessary supporting documents should be submitted within 90 days from the date of happening of the accident and any claim after 90 days shall not be entertained. So the bar against entertaining a claim is clearly for non-submission of Claim Form and necessary documents within 90 days but nothing

has been mentioned what will happen if 'claim intimation' is not given within 30 days. As against this position of facts what has been stated by the complainant is that he has sent the claim intimation within 11 days from the date of accident/incident and by 17.10.05 which is confirmed by letter issued to Mrs. Champa Ojha, wife of Prabhat Ojha, the complainant/insured, by GMSC Ltd and copy of it was received by insurer /National Insurance Co. Ltd. Division-III, Kolkata on 14<sup>th</sup> November, 2005. Therefore, we find that the ground for not entertaining the claim is not appropriate. It is a different question that the insured could have sent claim intimation aforesaid to the insurer directly in addition to GMSC Ltd without intimating the GMSC Ltd alone. We are of the opinion that the repudiation of the claim alone on this ground is not justified and as such there is no case of violation of policy terms and conditions. Such provision for claim intimation/information appears to be directory and not mandatory. Accordingly, the repudiation is liable to be set aside.

In the result thereof, it is hereby directed that the repudiation of the claim on the grounds of not sending timely intimation stand set aside and matter is sent back to the insurer to consider the claim on merit and to take appropriate decision as per other policy terms and conditions. It appears on the perusal of the policy in question that risk cover is accidental death/permanent total disablement only.

**Hyderabad Ombudsman Centre**

**Case No. : G 11.012.033**

**Smt. A. Nirmala**

**Vs**

**ICICI Lombard**

**Award Dated : 25.06.2007**

The complainant's husband, a credit card holder of ICICI Bank died in a road accident on 14.03.2006. Her claim for benefits under the PA section of the policy was rejected by the insurers. They contended that insurance benefits would not be available to delinquent card holders and card holders with less than 2 swipes in the last 90 days prior to the date of loss. There were no transactions on the card for 3 months preceding death.

**Decision :**

From the credit card statements it is clear that the card holders had not complied with the terms of usage required for keeping the insurance benefits in force. The insurers stand is considered reasonable and it was found that they had interpreted the policy terms in the right letter and spirit. The complaint is dismissed.

**Hyderabad Ombudsman Centre**

**Case No. : G 11.012.063**

**Smt. V. Aruna Reddy**

**Vs**

**ICICI Lombard Gen. Ins. Co.**

**Award Dated : 14.08.2007**

The complainant's husband Sri V. Sanjeeva Reddy held a credit card of ICICI Bank which was extended to include Personal Accident benefits which were covered by the insurer. He died in a car accident. A personal accident claim was lodged with the insurer. There was no response from the insurers for a long time and finally the claim was repudiated stating that the card was not used for at least 2 times during the 90 days prior to the accident.

**Decision :**

The insurers submitted a copy of the policy wherein it is clearly stated that the insurance benefit would not be available to card holders with less than 2 swipes in the last 90 days prior to the date of loss. The statement of the card was also produced which shows no transactions during the 90 days prior to the accident. Therefore the decision of the insurer is upheld and the complaint is dismissed. However the insurers are directed to pay compensation of Rs. 5000/- towards undue and unexplained delay in processing the claim and for giving irrelevant responses to the complainant's reminders.

**Hyderabad Ombudsman Centre****Case No. : G 11.002.074****Sri R. Muralidhar****Vs****New India Assurance Co. Ltd.****Award Dated : 14.08.2007**

The complainant and his family were covered under a Personal Accident Policy. He and his wife were insured under table IA of the policy and his 2 daughters under table IB. The policy was also extended to cover the medical expenses upto 40% of the valid claim or 10% of the capital sum insured by payment of 20 % additional premium. The complainant's daughter was injured in a road accident and was hospitalised. A claim was lodged towards 24 weeks of temporary total disablement and medical expenses. The claim was repudiated stating that compensation towards temporary total disablement was not covered under table IB of the policy.

**Decision :**

The complainant submitted that the policy does not explain the cover under table IA and IB and though he had obtained medical expenses extension even that claim was not considered. The insurers stated that when the basic claim was not admissible, the claim under medical extension was also not admissible. The cover available under medical extension clearly mentions medical expenses to the extent of 40% of the valid claim amount or 10% of the capital sum insured which ever is less was payable. As the claim for temporary total disablement was not admissible, the insurers were justified in rejecting the claim for medical expenses. The complainant is dismissed.

**Kochi Ombudsman Centre****Case No. IO/KCH/GI/11-003-287/2006-07****Smt.Valsala****Vs****National Insurance Co. Ltd.****Award Dated : 17.07.2007**

The complaint is against repudiation of claim under Group insurance policy No.570500/47/61/97/9600334 held by the husband Sri.Sekharan of the complainant with National Insurance Co. The husband of the complainant was a fisherman who was covered under Personal Accident policy of National Insurance Co. Ltd. taken by Matsyafed. On 22.11.01 while fishing he was fallen into water and died. The claim for insurance amount was repudiated on the ground that the proximate cause of death was not an accident but a disease. The insurer while repudiating the claim mainly based their decision on the statement given by Sri.Prasannan, who was fishing with him at the



time of accident. In the FIR he has stated that while fishing Sri.Sekharan felt some chest pain and fell into water and died. Sri.Prasannan was only under the impression that Sri.Sekharan was having some chest pain. He did not complain of having chest pain. Hence there is absolutely no material in the statement given in FIR. It is clear that he had fallen down to the water from the canoe while stretching the fishing net. Also the post mortem report do not indicate the deceased having any illness. Hence the decision of insurer in repudiating the claim is not sustainable and insurance company is directed to pay sum of Rs.50,000/- with an interest of 9% since date of claim till payment to the nominee under the policy.

**Kochi Ombudsman Centre**  
**Case No. : IO/KCH/GI/11-003-371/2006-07**  
**Sri.Joseph P.P.**  
**Vs.**  
**National Insurance Co.Ltd.**

**Award Dated : 30.07.2007**

The complaint under Rule 12(1)(b) read with Rule 13 of the RPG Rules 1998 is against repudiation of claim under weekly compensation for Personal Accident Individual policy No.571003/42/05/81000000185 while the policy was in force he met with an accident and sustained fracture and the plaster cast was removed only after 6 weeks. His claim for reimbursement was repudiated by the insurer on the ground that even while he was in plaster cast he has engaged in his normal duties by traveling as a pillion driver of the motor cycle and other vehicle. Their investigation also revealed that he was traveling for the purpose of his business during the period of rest prescribed and hence there is no disablement and therefore claim is not admissible. The repudiation was made virtually on the basis of a letter dated 18.9.06 by the insured to the insurance office in which it was stated that under unavoidable circumstances he used to travel as a pillion driver for the purpose of his duties. The complainant was using regularly his motor bike to attend his business and while he was in plaster cast he was unable to ride his motor bike, and under unavoidable circumstances he has to attend his work by travelling as a pillion driver and hence there is no sufficient reason for the insurer to repudiate the claim. The repudiation is therefore overturned and the insurer is directed to pay Rs.21000/- to the complainant for the total temporary disablement he suffered for six weeks from 30.4.06 to 12.6.06 together with interest at 9%.

**Kochi Ombudsman Centre**  
**Case No. : IO/KCH/GI/11-003-055/2007-08**  
**Sri.Danny Kurian**  
**Vs.**  
**National Insurance Co.Ltd.**

**Award Dated : 27.09.2007**

The complaint falls under Rule 12(1)(b) read with Rule 13 of the RGP Rules, 1998. The complainant has taken an Individual Traffic accident policy which cover hospitalization expenses due to road/rail accidents only. During the currency of policy on 10.3.06 at about 6 p.m. his scooter slipped down, he had fallen and sustained injuries. The claim was repudiated on the ground that no documents like FIR or report of accident was produced. It was submitted by the insurer that this is a policy which covers

hospitalization expenses due to road/rail traffic accident only and hence they require conclusive proof of accident. The medical certificate by the treating doctor was produced which shows the history as road traffic accident. The condition is written as, pain on left side of neck, multiple abrasions, swelling dorsum of left hand etc. X-ray of left foot shows undisplaced fracture. Such injuries can be caused on a fall from a two wheeler. The letter from SI of Police of N.Parur police station states that "an intimation was received from Donbosco hospital N.Parur that complainant was undergoing treatment for injuries sustained in a road traffic accident that took place on 10.3.06 while riding a motor cycle". It was further stated that as it was a self accident, no case has been registered. Hence these materials are sufficient to probabalise the case of the petitioner that he has sustained injury due to a road traffic accident. The police is not expected to register a case in which no prima facie offence is made. In such case investigation records will not be available and as such no other evidence will be possible. An award is passed directing the insurer to pay the claim amount of Rs. 2634/- with 8% interest till date of payment.

**Mumbai Ombudsman Centre**  
**Complaint No. GI-362 of 2006-07**  
**Smt Shaila C Kelkar**  
**V/s.**  
**National Insurance Company Ltd.**

**Award Dated : 26.07.07**

Shri Chintaman Mahadeo Kelkar, aged 79, was covered under the Personal Accident Insurance (Individual) Policy No.271500/42/05/8100001295. Shri Kelkar, unfortunately, died on 5<sup>th</sup> May, 2006, at the Deenanath Mangeshkar Hospital & Research Centre, Pune. Smt. Shaila C Kelkar, Nominee, approached the Office of the Insurance Ombudsman with a complaint against National Insurance Company Ltd. for repudiation of the claim under the Personal Accident Insurance Policy.

After perusal of the records, parties to the dispute were called for hearing at Pune on 22.6.2007. Smt.Shaila C Kelkar, submitted that her husband fell in bathroom, perhaps by slipping his leg and got a head injury due to hurting himself with a marble frame. Mr.Kelkar expired on 5.5.06.Complainant has produced a medical opinion of Dr.Javadekar stating that Diabetes and hypertension are not contributory factors for acute subdural hematoma, which was the cause of death.

The National Insurance Co.Ltd., submitted that Late Shri Kelkar had a history of Diabetes and Hypertension which was the main contributory factor for A S D H(Acute Sub Dural Haematoma), which resulted in his death. Hence, as per policy terms and conditions, the claim does not fall within the scope of the cover.

In the Death Summary issued by hospital, the cause of death is mentioned as "Acute subdural haematoma. It is noted that Late Shri Kelkar had a history of COPD, DM and HTN and took treatment from medical men. It is clear that the fall was not an accidental fall and, hence, does not fall within the scope of the Policy. In the circumstances, this Forum found no justifiable reason to interfere with the decision of the Insurer to repudiate the claim. Hence the same was upheld.