

**1. CASE OF MR. BAL BAHADUR GURUNG V/S SBI LIFE INSURANCE COMPANY LIMITED**  
**(AWARD DATED: 01.12.2017)**

The complainant stated that Late Sh. Raja Gurung had taken a Term Insurance policy on 09/06/2016 from SBI Branch Bageshwar by paying quarterly premium of Rs3150/- for sum assured of Rs.105000 / and Accidental Death Benefit Rider of Rs.100000/. The complainant stated that after his son met with an accident on 21/11/2016 and expired, he submitted claim with all documents before the Insurance Company but his claim was rejected on the ground of lapsation of policy due to non-payment of premium due on 09/09/2016. The complainant further stated that his son had opted for E.C.S and he had authorized his bank or SBI Life for payment of renewal premiums through auto debit from his account but to his great surprise, renewal premium due on 09/09/2016 was not deducted in spite of sufficient balance in his account. As he was not satisfied with the decision of the Company, he had sought relief from this forum for the settlement of his claim. The Insurance company stated that they had sent a Renewal Premium Intimation dated 26/07/2016 and Lapse Intimation letter dated 09/10/2016 about not receiving the 2<sup>nd</sup> premium and had also informed the complainant that the insurance cover had lapsed since 09/09/2016 due to non-payment of premium but they had not received any renewal premium either through ECS or otherwise as claimed by the complainant. The company further stated that the complainant had to pay the premiums even if he did not receive renewal premium notice. Since premium due on 09/09/2016 was not paid, the policy was moved to the Lapse Status and the death claim was repudiated by SBI Life Insurance Company. The Insurance company appeared for personal hearing and stated that as a very special case and as a customer centric gesture, they were ready to settle the death claim under the subject policy after recovering the unpaid premium.

**2. CASE OF MR. DEEPAK VERMA V/S BAJAJ ALLIANZ LIFE INSURANCE CO. LTD.**  
**(AWARD DATED: 08.12.2017)**

Mr Deepak Verma, the complainant has lodged a death claim in respect of his father Mr Sunil which was repudiated by the Insurance Company for the reason that the complainant had submitted fake death certificate to the company. The Complainant stated that his father Mr. Sunil had taken Life-Long-Assure Plan from Bajaj Allianz Life Insurance Co. Ltd on 28/03/2016. After he expired on 02/09/2016 in Jaspur, the complainant lodged a death claim along with death certificate issued by the Government of Uttarakhand dated 18/05/2017 which was repudiated by the insurance company on the basis that the death certificate was fake. The complainant stated that an investigating officer from the company had visited municipality corporation of Masvasi Distt Rampur and had got the death certificate cancelled by stating incorrect place and date of death. He further submitted that he had relogged death claim of his father along with death certificate issued from Jaspur, distt Udham Singh Nagar as his father had died at Jaspur only. He also submitted cremation certificate issued from Shamsan Jeernodhar Samiti dated 02/09/2016 in support of his claim. The Insurance Co further stated that during investigation, it was found that the life assured Mr. Sunil had expired on 02/09/2016 which was also confirmed by the complainant. However, the death certificate submitted by the claimant contained incorrect information with regard to place & time of death and the same was accordingly cancelled by the issuing authority. The company further stated that they had rejected the said claim as per the clause 14 of the policy bond which states that as Fraud, misrepresentation and Forfeiture would be dealt in accordance with provisions of section 45 of insurance act 1938 as amended from time to time. The matter has been examined on the basis of documents on record, submissions during the personal hearing and investigation report submitted by the Insurance Company. In support of repudiation of claim, the Insurance Company have submitted Death certificate issued by the Govt of Uttar Pradesh dated 03/10/2016 stating the date of death as 02/09/2016 but the same has been cancelled by issuing authority. On the other hand the claimant has produced a death certificate dated 18/05/2017 issued by the govt. of Uttarakhand stating the date of death as 02/09/2016, which was not available with the Insurance Company. The Insurance Company was given a copy of death certificate issued by the govt. of Uttarakhand dated 18/05/2017 for verifying its veracity. In response to that, the insurance company have sent a mail dated 13/11/2017

stating that they have reviewed the case and are ready to settle the claim for sum assured on death and applicable interest.

**3. CASE OF SMT. LALITA VS HDFC LIFE INSURANCE COMPANY LTD.**

**(AWARD DATED : (01.12.2017)**

The deceased had taken a HDFC Life Click 2 Protect Insurance Plan from HDFC. His death claim was rejected by the company on ground of non-disclosure of material facts related to the health of insured at the time of proposal dated 16/12/2013. The complainant stated that her husband was quite healthy before he died on 02/01/2017. The Insurance Company stated that the deceased life assured was suffering from Diabetes, Hypertension, and Kidney related problems prior to the policy issuance, which was not disclosed in the application dated 16/12/2013 and details of the life assured on application form were found to be false. As the insured was ill before taking insurance, the claim was repudiated by the company on the ground of concealment of material facts regarding health by the deceased life assured. Since the insured had paid premiums without any break for 4 years from inception and as per amendment act to the section 45 of the Insurance Act 1938, a policy cannot be questioned or claim repudiated after completion of 3 years, even if some facts were suppressed or provided incorrectly, once the period of 3 years is over, the insurer cannot deny claims on ground of suppression of facts. The insurance company was directed to pay the death claim.

**4. CASE OF SH. RAJESHWAR NATH GUPTA SINGH V/S LIC OF INDIA.**

**(AWARD DATED: 08.12.2017)**

This is a complaint filed by Shri Rajeshwar Nath Gupta against the decision of Life Insurance Corporation of India relating to non-settlement of death claim of his sister's pension policy. The claimant stated that his sister had purchased a Deferred Annuity policy from LIC of India on 24.2.2005 which matured on 24.2.2011 and he was the nominee in her policy. His claim was rejected by Divisional Office Agra on the ground that his sister had not given the name of spouse as nominee at the time of annuity. The complainant stated that since his sister was unmarried, hence, the question of spouse as nominee does not arise. It is possible that the time of maturity, wrong annuity option was ticked by his sister. His claim was genuine and should be paid by the Insurance Company in the shape of annuity or sum assured. The Insurance Company submitted that the policy matured on 24.2.2011 and annuity started @ 5949/- on yearly basis. The total Notional cash option under the policy was Rs. 66023/-. After receipt of five annuity installments, the assured died on 10.6.2016. Since it was an annuity plan, the deceased had opted for option "I" which means Annuity for life with provision of 100% annuity to Spouse for life on death of Annuitant. Since the annuitant did not provide the name of her spouse the claim was rejected by the insurance company. However, later on it was observed that the annuitant was unmarried and had nominated her brother in her policy. The matter of fact is that the deceased had wrongly ticked option 'I' (Annuity for life with a provision for 100% of annuity to the spouse of the annuitant for life on death of annuitant) instead of option "F" (annuity for life with return of purchase price). And they simply denied the claim stating that the assured had ticked the option 'I' Hence, considering it an unintentional human error, the Insurance Company should not have denied the claim on such a flimsy ground. The claim thus stands payable.

**5. CASE OF SH. SATYAVEER V/S RELIANCE NIPPON LIFE INSURANCE COMPANY LTD.**

**(AWARD DATED: 26.12.2017)**

This complaint is filed by Sh. Satyaveer against Reliance Nippon Life Insurance Company for repudiation of death claim of his uncle due to fraudulent age proof document. The complainant stated that his uncle died on 30-08-2014 due to fever and chest pain at home and he had submitted all relevant claim documents to the insurer but the claim had been repudiated by the insurer on the ground of fraudulent age proof document submitted at the time of proposal. Hearing of the said case was held on 24-10-2017. The claim was investigated by the insurer as the claim had arisen within 7 months of issuance of policy. The insurer did not appear for hearing, hence documentary evidence supporting their allegation of fake age proof could not be verified. This office has verified the driving license online from the portal of U.P. Govt. which shows no record. The DLA had submitted voter I.D. card as age proof at the time of proposal and age of the DLA as per ration card, voter card and parivar register was found same. The death certificate of the DLA was also verified online and found to be genuine. In view of above facts insurer's decision repudiation of claim was malafide and the insurance company was directed to make payment of admissible claim amount of Rs. 1.50 lakh to the complainant along with interest @6% from the date of filing of claim till its payment by the insurer.

**6. CASE OF MRS. SUNITA TYAGI V/S RELIANCE NIPPON LIFE INSURANCE COMPANY LTD.**

**(AWARD DATED: 22.12.2017)**

This complaint is filed by Ms. Sunita Tyagi against Reliance Nippon Life Insurance Company Limited relating to repudiation of death claim on the ground of non-disclosure of material facts. The complainant stated that her husband expired on 01-06-2014 suddenly at home i.e. within 5 months of issuance of policy. The insurance company investigated the claim as it was early claim but the claim was rejected by the insurer on the ground of concealment of material facts. Hearing of the said case was held on 24-10-2017. The insurer did not appear on the date of hearing, hence no documentary evidence could be produced supporting the insurer's allegation of non-disclosure of material facts. This office has verified the Death Certificate online from the official website of the Govt. of Uttar Pradesh and it was found to be genuine. The insurer had failed to submit treatment papers of the deceased Life assured to prove their allegation that the DLA was treated for Myocardial Infarction prior to proposal and he had deliberately concealed material facts about his health condition. Hence the insurance company was directed to pay the claim amount of Rs. 2.5 lakh along with interest @6% from the date of filing claim till its payment by the insurer.

**7. CASE OF SMT. LAKSHMI V/S RELIANCE NIPPON LIFE INSURANCE COMPANY LIMITED**

**(AWARD DATED: 22.12.2017)**

This complaint is filed by Smt. Lakshmi against Reliance Life Insurance Company relating to rejection of death claim under policy no.52630482 issued on the life of her husband late Sh. Vijay Pal Singh. The complainant stated that a policy was issued on the life of her husband late Sh. Vijay Pal Singh by the agent of Reliance life Insurance Company on 11-5-2016. Her husband died on 11-06-2016 suddenly due to chest pain. The complainant had submitted all claim papers to the insurer but the insurer had rejected payment of death claim on the ground that the deceased life assured had in fact died prior to the date of proposal. The insurer stated that since the claim was very early claim i.e. within 1 month of taking the policy, the insurer had investigated the claim and found active concealment of fact by the deceased life assured in as much as the life assured had in fact died on 11-03-2016 i.e. before the date of proposal and not on 11-06-2016 as claimed by the complainant. They also claimed to have obtained documentary evidence in support of their claim. During hearing the insurer presented a video recording of the complainant wherein she has stated that death took place on 11-03-2016. The insurer also informed that the death certificate was cancelled by the issuing authority and produced a photocopy of the cancelled death certificate. The insurer were asked to present the original cancelled copy issued by the issuing authority but the insurer have not furnished the original cancelled copy of death certificate even after 3 months of the personal hearing and repeated reminders by this office. On the contrary,

the complainant has submitted both original death certificate and copy of death certificate attested by the issuing authority in support of their claim. The genuineness and the validity of death certificate was also checked on line., which was found in order. It was found that the insurance company had submitted copy of false cancelled death certificate at the time of hearing to support their repudiation of claim. Thus the insurance company was directed to make payment of admissible claim amount of Rs.8 lakh along with interest @ 6% from the date of submission of documents till the date of payment for submitting false documents.

**8. CASE OF SMT. DEENA V/S SHRIRAM LIFE INSURANCE COMPANY LIMITED.**

**(AWARD DATED: 05.12.2017)**

This is a complaint filed by Ms. Deena against the decision of Shri Ram Life Insurance Company rejecting claim of her mother Smt. Sushila Devi on the ground of concealment of material fact of illness by the deceased life assured. The complainant stated that Late Smt Sushila Devi had taken a Shriram New Shri Raksha policy from Shri Ram Life Insurance Company on 16.11.2015 for sum assured of Rs. 5 lakhs. The Complainant submitted the claim with all documents before the Insurance Company but her claim was rejected by the insurer on the ground of concealment of pre-existing disease by the insured. The complainant further stated that her mother was healthy before she was hospitalized. The Insurance Company submitted that being a very early claim the matter was investigated and during investigation it was found that the deceased was suffering from CKD (Chronic Kidney Disease) and DKD (Diabetic Kidney Disease) prior to the date of proposal. The Medical record of Himalayan Hospital, Dehradun revealed that she was admitted in the hospital on 5.2.2016 with diagnosis of Left Hemiplegia, Right Myocardial Infarction, CKD -5D, CKD:DKD, Sepsis and Type 2 DM.. During hearing, the insurer was asked to prove the history of disease, particularly whether it existed prior to the date of proposal, which they could not. They produced some statements of aanganwari workers stating that the deceased had diabetes which cannot be relied upon. The insurance Company was directed to pay sum assured of Rs. 5 lakhs to the claimant.

**9. CASE OF SH. HARI SINGH V/S EXIDE LIFE INSURANCE COMPANY LIMITED**

**(AWARD DATED: 22.12.2017)**

This complaint is filed by Sh. Hari Singh against Exide Life Insurance Company relating to repudiation of death claim under policy no. 03257105. An insurance policy was issued on the life of Late Smt. Sunhari by Exide Life Insurance Company on 16-2-2016 who died on 3-5-2016. The complainant had submitted all documents along with policy bond to the insurer for payment of death claim but the claim was rejected by the company on the ground that death of the life assured occurred prior to the date of proposal. Being an early claim, the insurer investigated the claim and found that it was a case of death prior to proposal. The company submitted a statement of Smt. Rambati, councilor, ward no.1, Nagar Panchayat Shahabad, Dist. Rampur stating that the date of death of the life assured was 17-12-2015. Further, it was also found that the age of deceased life assured was 32 years as per Adhar card submitted at the proposal stage, whereas as per ration card she was 46 years and as per electoral list she was 41 years of age. Keeping in view the mis-representation of date of birth and concealment of correct age at the time of proposal, the claim was repudiated by the insurance company. Hearing was conducted, the insurer stated that the deceased life assured had died prior to proposal and there was difference in the date of birth mentioned in the ration card, Aadhar card and voter ID card, the complainant has submitted the original death certificate duly certified and authenticated by the same issuing authority on 06.12.2017, along with OPD ticket dated 2<sup>nd</sup> of May, 2016 of Health centre Shahbad distt. Rampur, which too has been authenticated by the same issuing authority on 09.12.2017. All these newly re-authenticated documents clearly disprove the allegation of insurer that death had taken place prior to proposal. So the insurance company was directed to make payment of admissible claim amount of Rs.3,15,068/- to the complainant along with interest @ 6% from the date of submission of claim till its payment by the insurance company.

#### **10. CASE OF SHRI JAGVEER SINGH V/S LIC OF INDIA**

**(AWARD DATED: 08.12.2017)**

This is a complaint filed by Shri Jagveer Singh against the decision of Life Insurance Corporation of India relating to rejection of death claim in respect of his wife on the ground of Suicide clause. The complainant stated that his wife had taken the said policy from LIC Aligarh Division. She died on 27.3.2016 due to burn injury during the treatment at J.N. Medical College, Bulandshahr, The Complainant submitted the claim with all documents before the Insurance Company but his claim was rejected by LIC on the ground of suicide clause of the policy. The complainant stated that it was a case of accident and not of suicide and his claim was genuine and should be paid by LIC. The Insurance Company stated that the deceased falls under category III female live as per underwriting norms of LIC. The insured expired due to 90% thermal burn during treatment at J.N.M.C. Hospital Aligarh on 27. 3.2016 i.e. only after 8 months 28 days from the date of proposal and the claim was under the category of very early claim; hence the matter was investigated by LIC officer and during investigation it was found that the insured had committed suicide. In their written statement, ex-pradhan informed that the deceased had committed suicide. The FIR was lodged but no action/enquiry was made by the police as both the parties had reconciled the matter between themselves. The ground for repudiation of claim was the suicide clause under policy condition, which states “ **if the life assured (whether sane of insane) commits suicide at any time within 12 months from the date of commencement of risk, the corporation will not entertain any claim under this policy except to the extent of 80% of the premium paid excluding any taxes, extra premium and rider premiums, if any, provided the policy is.**”. Hearing was held. The Insurance Company submitted the statements of two neighbors of the deceased in support of repudiation of the claim, which were not found actionable evidence. The Insurance Company were thus asked to submit some other proof to establish that the insured had committed suicide, which they could not submit. The police report clearly speaks of burn injury due to bursting of stove while cooking. Similarly, the post mortem and other reports also speak of death due to burn only. Hence, the allegation of suicide by the insurer finds no documentary support. Hence, in the absence of any hard evidence, benefit of doubt should go in favour of complainant.

#### **11. CASE OF MS. MUNESH V/S LIFE INSURANCE CORPORATION OF INDIA**

**(AWARD DATED: 01.11.2017)**

This is a complaint filed by Smt. Munesh against the decision of Life Insurance Corporation of India relating to rejection of death claim of her husband by LIC of India on the ground of wrong age proof submitted by the insured at the time of proposal. The claimant stated that Lt. Shri Rajveer, who had obtained two policies from Life Insurance Corporation of India, expired on 13.10.2015 due to Typhoid Fever. The complainant, wife of the deceased life assured submitted the claim before Life Insurance Corporation which was rejected by the Divisional Office Meerut on the ground of concealment of material facts relating to his age by the deceased life assured. Hearing of the said case was held on 24-10-2017. The complainant stated that she was an illiterate lady and was unaware of any terms and conditions of the contract. The complainant stated that the school leaving certificate submitted by the deceased at the time of proposal should have been verified at the time of proposal and not at the time of death claim. The insurance company stated that the deceased life assured had submitted proposal form against insurance of policy no. 258080819 for the insurance of Rs. 2 lakh, wherein, his date of birth was mentioned as 1.7.1964 and accordingly the proposal was approved considering his age as 50 years due to oversight, whereas, the actual date of birth as per voter ID card was 1.1.1960, which means the deceased was of 54 years of age and was not insurable. In the second proposal amounting to Rs. 75000/-, the deceased had submitted standard age proof in the form of school leaving certificate of Uchch Madhyamik Vidyalaya, Sururpur, Meerut, which was found fake as confirmed by the principal of the School. The Insurance Company produced three documents showing date of birth of the deceased as 1.1.1960. The date of birth in the Voter I Card also shows that the deceased was born on 1.1.1960. It is therefore, clear that the deceased life assured had been charged with mis-declaration only to cover the lapse on the part of agent and the underwriter who issued the first policy for sum assured of Rs. 2 lakhs without checking the actual date of birth in the voter I card. Under the circumstances, it would be unfair to deny the claim for the first policy. They are however correct in repudiating the

claim under second policy because it was taken on the basis of fake school certificate. Since the first policy was issued, not due to wrong age proof but due to negligence of agent and underwriter of Insurance Company at the time of proposal, the claim against policy no. 258080819 amounting Rs. 2 lakhs is payable. The decision of the Insurance Company against policy no. 258087845 amounting Rs. 75000/- however, cannot be questioned, since the contract was based on fake school certificate for taking undue advantage of Insurance Policy.

**12. CASE OF MR. GYAN SINGH V/S HDFC STANDARD LIFE INSURANCE CO. LTD.**

**(AWARD DATED: 17.11.2017)**

Mr. Gyan Singh the complainant had lodged a death claim in respect of his father Mr. Tarsem Singh which was repudiated by the Insurance Company on the ground of non-disclosure of correct age in the proposal form. The Complainant stated that his father had taken Life Insurance policy from HDFC Standard Life Insurance Co. Ltd on 09/05/2014 for a period of 15 years. He died on 25/02/2016 and the complainant lodged a death claim along with PAN Card, Scholar's register & Transfer Certificate Form dated 17/01/2017 and Parivar Register dated 27/01/2017 wherein the date of birth was mentioned as 01/07/1965. The claim was repudiated by the insurance company vide letter dated 05/07/2016 for the reason that the life insured had not disclosed correct information regarding age at the proposal stage. Hearing in the case was first held on 20/06/2017. The matter was examined on the basis of documents on record and oral submissions during the personal hearing and investigation report submitted by the Insurance Company. The Insurance Company submitted two copies of Parivar register bearing different dates of birth of the insured i.e 1951 and 01/07/1965, certified by the same authority which created doubt in the mind of the insurance company, hence the claim was repudiated by the insurer. Accordingly on the basis of available and verified records, discussion and evidences, the case was examined and it is observed that the policy was issued on the basis of Pan card(standard Age proof) at ordinary premium. The complainant has also submitted Ration Card, Parivar register, School Leaving Certificate bearing the same date of birth i.e 01/07/1965, which is mentioned in the Pan Card which was taken as proof at the time of applying for the insurance. In view of above facts the reason for repudiating the claim on the basis of "MISREPRESENTATION OF MATERIAL FACTS" does not appear valid and the claim deserves to be honoured by the company.

**13. CASE OF SH. RAMESHWAR YADAV V/S RELIANCE LIFE INSURANCE CO. LIMITED.**

**(AWARD DATED: 14.11.2017)**

This complaint is filed by Sh. Rameshwar Yadav against Reliance Life Insurance Company relating to rejection of death claim of policy no. 51734713. A policy was issued on the life of Lt. Sh. Vipin Kumar Yadav by Reliance life insurance company on 21-07-2014. After some time the deceased life assured had pain in stomach for which he was under treatment of Dr. Rajiv Agarwal and on 01-10-2014 he died. The complainant submitted all documents along with policy bond to the Insurer for payment of death claim but the Insurer rejected payment of death claim on the ground that DLA had committed suicide. Hearing of the above said case was held on 04-08-2017. The insurer stated that it was a case of suicide as evident from the statement of villagers. The complainant stated that it was a natural and sudden death since he was ailing with pancreatitis and the complainant submitted doctor's prescription in support of his plea. However the complainant could not explain the nature of job, employer or emolument of the deceased. The insurer stated that the claim was doubtful and needed 15 days time to bring some additional evidence in support, which was granted. However even after three months of date of hearing no additional supporting documentary evidence has been furnished by the insurer. The claim has been primarily rejected by the insurer on the basis of some stray statements of villagers which by no means could be considered authentic. The insurance company have not been able to produce any concrete or verifiable evidence in support of their allegation, that it was not a case of natural death but suicide. Under the circumstances the claim can not be denied on the basis of mere presumption and vague allegation. The insurance company was directed to make payment of admissible claim amount of Rs.9 lakh towards full and final settlement of claim.

#### **14. CASE OF MRS. JAGGO DEVI V/S LIC OF INDIA**

**(AWARD DATED: 09.10.2017)**

This is a complaint filed by Smt. Jaggo Devi against the decision of Life Insurance Corporation of India relating to rejection of claim of her husband under policy no 257703801 on the ground of concealment of material fact of illness by the deceased life assured. Late Sh. Tukki had taken two policies from LIC Meerut Division for sum assured of Rs.1 lac each. The Complainant stated that Insurance Company had repudiated the claim on the ground that her husband was paralyzed before the date of proposal in spite that the insurance company had medically examined her husband before accepting the proposal and he was healthy before he died. The Insurance Company stated the matter was investigated by them and during investigation, the son of the deceased life assured had given a written statement that his father had paralysis in August 2014 and was treated by the Ayurvedic Doctor at Garh. The Insurance Company also submitted a letter dated 16.5.2016 from Santosh Hospital, Meerut, wherein the deceased was admitted with history of HTN, CVA right sided Hemaplegia, MCA Infra, Midline Shift and was discharged in LAMA (Left against medical advice) on 17.3.2015. As per another certificate given by Lokpriya Hospital Meerut the deceased was a known case of CVA-(Cerebrovascular accident stroke) right Sided Hemaplegia, Altered Sensorium and High Grade fever. He was admitted on 19.3.2015 and expired on 23.4.2015 after being on regular medicine. Both the certificates indicate that the deceased had paralytic attack before the date of proposal. There is no conclusive evidence with regard to concealment of material facts of illness and health condition from the Insurance Company by the insured. All the certificates of the hospitals submitted by the company are found to have been issued after the death of insured and fail to prove that the deceased life assured was already suffering with paralysis prior to the proposal date. In the absence of evidence, the allegation of pre-existing disease fails and the claim is payable.

**Case No. CHD-L-041-1617-0123**

**Case Of Mr. Avtar Singh V/s SBI Life Insurance Co. Ltd.**

**Order Dated: - 06.12.2017**

**(Death)**

**Facts:-** On 11-4-2016 Shri Avtar Singh the grandson of the Life Assured had lodged a complaint in this office against SBI Life Insurance Co. for payment of repudiated death claim under Policy No. 56060760307 SA Rs. 9, 99,000. The complainant had stated in his complaint that his grandfather (father's Uncle) Shri Bhura Singh died on 9-6-2015. He submitted all the required documents with the insurance company for payment of death claim but insurance company had repudiated the claim on the ground that the life assured had understated his age at the time of taking policy from the insurer. He was 73 years of age and not 57 years of age as declared at the time of taking policy and he had concealed material fact of age.

**Findings: -** The policy was issued on 29-10-2013, with initial yearly deposit of Rs. 99900 for 10 years term policy. The date of birth of insured was taken as 2-5-1956 and age 57 years, on the basis of PAN card mentioned in the proposal form. Shri Bhura Singh died on 9-6-2015. The policy was in force on date of death and life assured died within 1 year 7 month time from DOC of the policy. After investigation it was

found that the life assured was much older than what was declared in the proposal form. In view of the understatement of age by the insured the death claim was repudiated.

**Decision: -** After going through the submissions made by both the parties, it was observed that the company had admitted the age on the basis of pan card at the time of proposal where the date of birth was mentioned as 02.05.1956. The Pan card is a standard age proof which was duly admitted and accepted by the insurer at the time of proposal which cannot be nullified by ration card, which is substandard age proof. On the other hand voter card is considered a non standard age proof and this cannot be over ride standard age proof only for the purpose of repudiating the claim unless the insurer proves that the Pan card is fake. The insurer admitted that they were not questioning the authenticity of the Pan card, hence denial of claim on this ground is not valid and justified.

In view of these facts, an award is passed with a direction to the insurance company to pay death claim of full sum assured Rs. 9,99,000/- and accrued bonus up to the date of death.