

Case No.276/2023

849-850

26/06/25

**DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION-II**  
Udyog Sadan, C-22 & 23, Qutub Institutional Area  
(Behind Qutub Hotel), New Delhi- 110016

Case No.276/2023

**Aysa**

W/o Late Anil Kumar  
R/o S-165 C Sanjay Colony Bhatti Mines  
New Delhi-110074  
presently at  
A-149 Sanjay Colony Bhatti Mines  
New Delhi-110074

....Complainant

Versus

**TATA AIA Life Insurance**

Through its CEO/ Manager  
14th Floor, Tower A, Peninsula Business Park,  
Sanapati Bapat Marg, Lower Parel,  
Mumbai - 400013

**Also at:**

First Floor, E 25 Block Main Market  
Hauz Khas New Delhi-110017

....Opposite Party

Date of Institution : 22.09.2023  
Date of Order : 19.06.2025

**Coram:**

**Ms. Monika A Srivastava, President**

**Ms. Kiran Kaushal, Member**

Present: Adv. Nizamudin, proxy counsel on behalf of Adv. Mukesh  
Birla for complainant.  
None for OP.

**ORDER**

**Member: Ms. Kiran Kaushal**

1. Briefly put complainant's husband during his life time took Life Insurance Policy from TATA AIG Life Insurance, hereinafter referred to as OP.

*(Signature)*

2. It is stated that the date of commencement of the policy was 25.10.2021. Mode of premium was monthly through ECS payment mode. The assured sum of the policy was Rs.11,55,150/-. It is stated that complainant's husband expired on 14.12.2021 at his native place due to Corona. Two premiums were deducted/debited from the account of complainant's son after the death of her husband.

3. It is stated that complainant applied for the claim but was shocked when she got a letter along with cheque dated 15.11.2022 of Rs.41,800/- from OP. Complainant along with her son visited the Delhi Office of OP on 28.02.2023 and asked OP to give the assured sum of the policy however, OP repudiated the claim of the complainant in an arbitrary manner and with malafide intention. It is next stated that OP without assigning any reason and without considering the fact that in case of death due to Covid OP had to release the amount without any delay.

4. Aggrieved by the circumstances above, complainant approached this Commission with prayer for direction to OP to pay the sum assured of the policy with interest @24% per annum from the date of repudiation of the claim till payment; to pay sum of Rs.2,50,000/- for mental harassment, torture and agony to the complainant; to pay sum of Rs.20,000/- as litigation expenses.

5. OP resisted the complainant stating inter alia that complainant's husband had submitted his proposal form in order to purchase the policy in question however when OP intended to conduct a verification of the submissions made in the proposal form and tried to reach complainant's husband no response was garnered .

6. It is stated that complainant's husband had submitted his proposal form seeking a Life Insurance Policy from OP on 24.10.2021. On 11.11.2021 OP deputed an investigator to verify the submissions made in the proposal form and the investigator visited the residence of the Life Assured however he was not present there. OP afforded ample time to complainant's husband to reach back but there was no update from his side. The said fact is

evidenced from investigator's report dated 11.11.2021 which shows that the Life Assured did not present himself before the investigator.

7. It is stated that the details provided by the Life Assured were incorrect and despite giving him an opportunity to clear the doubt the Life Assured failed to present himself before OP. Thus, the contract was cancelled as the same stood void ab initio and null when disparity in the KYC details of the Life Assured were discovered. It is stated that the OP has rightly repudiated complainant's claim on the ground of disparity in personal detail on 15.12.2021.

8. It is further stated that three policies were issued to complainant's husband and after his death the claim in two policies have been rejected on the ground that the policies were void inception before claim intimation due to disparity in the details of the deceased Life Assured. Under the third policy a death claim of Rs.3,21,465/- has been paid by the OP to the complainant.

9. In view of the submissions made it is prayed that the complainant be dismissed with exemplary costs.

10. Complainant filed rejoinder stating that investigator report dated 11.11.2021 reflects that clean remarks have been given by the investigator. Complainant has denied rest of the averments made by OP and has reiterated the averments made in the complaint.

11. Evidence and written arguments have been filed on behalf of both the parties. Submissions made are heard. Material placed on record is perused.

12. Perusal of the TATA AIA Life Insurance Fortune Guarantee Plus Policy shows the date of commencement of policy as 25.10.2021 and the date of maturity of the policy as 25.10.2034. Policy term was of 13 years and premium paying term was 12 years. Mode of premium payment is shown as monthly.

13. OP contends that for the verification of the submissions made in the proposal form OP had sent an investigator. Investigator report dated

11.11.2021 is appended at page 22 of the written statement. It is seen from the report that the investigator has stated that he visited the address of the Life Assured but did not meet with the insured and therefore could not click his photographs . Under the heading 'Life Assured's physical appearance checked' it is categorically stated 'NO'. Investigator has placed the photographs of the complainant's house evidencing the fact that he visited the house of the complainant but could not meet the Life Assured. The investigator met two neighbours of the Life Assured who told the investigator that complainant's husband is fit and fine. It is clear from the report that complainant's husband was not available for verification when the investigator visited his house and even thereafter he did not make any effort to present himself to clear the doubts of OP regarding KYC details. Availability of complainant's husband during investigation has been evasively denied in the rejoinder, therefore the policy was void ab initio.

14. At the time of arguments, it was pointed out by counsel for OP that as per part-C 3.1.2. The waiting period in case of point of sale product (Option 1) is as under:-

*'If death of any of the Life Insureds occurs during the first 90 days from the date of Commencement of Risk, we shall refund the total premiums paid and the Policy will terminate with immediate effect. Waiting period of 90 days is not applicable if the death occurs due to an accident provided all due Premiums have been paid.'*

15. As per the Clause stated above the waiting period of first 90 days from the date of commencement of risk was not over therefore OP refunded the total premiums paid by the Complainant upon her husband's death. OP refunded Rs.41,800/- paid towards the premium amount as per the terms and conditions of the policy.

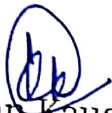
16. In light of the discussion above we are of the view that the complaint fails on two grounds. First, the complainant's husband was not available for verification hence the KYC details of the complainant's husband could not be verified. Second, as per the policy terms and conditions the waiting


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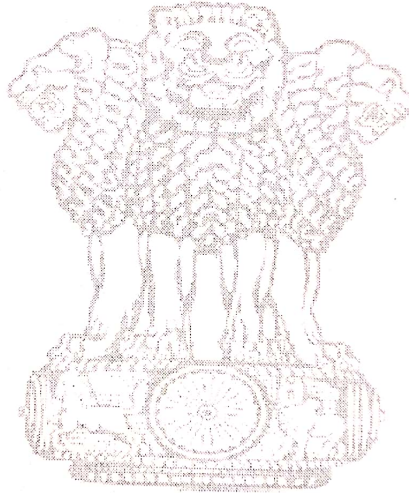
period of 90 days was not over therefore the complainant was entitled only for the premiums paid by complainant's husband. However it is noticed that the premium was returned by OP after almost one year. The policy being void ab initio OP had no right to keep Complainant's money for so long.

17. Therefore OP is directed to pay interest @8% p.a on Rs41,800/- from 25.10.2021 to 15.11.2022 along with compensation of Rs 10,000/- towards mental agony and litigation cost.

Parties be provided copy of the judgment as per rules. File be consigned to the record room. Order be uploaded on the website.

  
(Kiran Kaushal)  
Member

  
(Monika A Srivastava)  
President



SOUTH I