

PRESIDENT'S SECRETARIAT (PUBLIC)
AIWAN-E-SADR, ISLAMABAD

Rep. No. 452/WM/2022
Date of Decision: - 09.01.2023

Mst. Nargis Vs SLICP

SUB: REPRESENTATION FILED BY MST. NARGIS AGAINST THE FINDINGS OF THE WAFAQI MOHTASIB DATED 08.09.2022 IN COMPLAINT NO. WMS-HQR/0005148/17

Kindly refer to your representation addressed to the President in the background mentioned below:-

2. This representation has been filed by Mst. Nargis (the Complainant) assailing the order dated 08.09.2022 of the Wafaqi Mohtasib whereby it has been held as under: -

“The complainant did not put attendance and as such her viewpoint could not come on record on the said stance of the Agency. Therefore, it is not possible to decide the complaint on merit.

In view of the foregoing facts, investigation in the complaint is closed under Regulation 23(1)(c) of the Wafaqi Mohtasib (Investigation and Disposal of Complaints) Regulations, 2013.”

3. The deceased Sajjad Muhammad had obtained a life insurance policy from State Life Insurance Corporation Pakistan (the Agency) on 29.10.2014 for sum assured of Rs. 800,000/-. He died on 01.08.2016. His wife Mst. Nargis (the complainant) filed the death insurance claim to the Agency which was repudiated on the ground that the deceased policy holder had pre insurance ailment and was diabetic patient for the last 2 years. The brief background of the matter as per policy particulars is as under: -

| | |
|------------------------|---------------|
| Date of Commencement | 29.10.2014 |
| Sum Assured | Rs. 800,000/- |
| Medical or Non-Medical | Non-Medical |
| Age of the assured | 67 |
| Date of Death | 01.08.2016 |
| Annual Premium | Rs. 55,900/- |

4. Feeling aggrieved, the complainant approached the learned Wafaqi Mohtasib who passed the impugned order, hence the instant representation.

5. The hearing of the case has been held on 04.01.2023, Mr. Muhammad Imtiaz on behalf of the complainant has appeared while Raja Abdul Waheed, Deputy General Manager on behalf of the Agency has attended the hearing.

6. It has been contended on behalf of the complainant that the deceased policy holder was quite healthy at the time of issuance of the policy and was not suffering from any pre-insurance ailment; that the repudiation of death insurance claim is unjustified and not sustainable, thus the impugned order may be set aside by accepting the instant representation.

7. Conversely, the representative of the Agency has contended that the death insurance claim has rightly been repudiated as the deceased policy holder deliberately concealed pre-insurance ailment and his medical history showed that he was known diabetic patient since last four years; that the impugned order is based on law and facts which may be upheld by rejecting the instant representation.

8. The respective contentions of the parties have been considered in the light of the material available on record.
9. The perusal of the record shows that the Confidential Report of the Field Officer of the Agency namely Taj Muhammad, Senior Sales Manager annexed with the Proposal Form reveals that the said officer had declared the insured as healthy at the time of issuance of the policy and categorically stated therein that he knew the deceased policy holder since last six years, thus plea of the pre-insurance ailment by the Agency is hit by the principle of estoppel.
10. Moreover, the contention of the Agency that the deceased policy holder was chronic patient of diabetes mellitus which existed during the pre-insurance period is without substance as Hon'able Lahore High Court, Lahore in *State Life Insurance Corporation of Pakistan Vs Razi –ur-Rehman (2009 CLD 1666 Lah)* has held that:-
- “Plea of Company that as per medical certificate produced by plaintiff insured was patient of hypertension, diabetes and mellitus...Such ailment of insured could not be called as exceptional reasons --- Majority of people having such ailments by remaining more careful in their life time lived either for decades or longer than people not having such diseases--- Concealment of such diseases could not be termed as done fraudulently”.* The Agency was thus not justified to repudiate the insurance claim filed by the complainant on such a flimsy ground.
11. Furthermore, the Agency in support of its contention regarding pre-insurance ailment has produced a copy of medical prescription of the deceased policy holder which was issued on 20.07.2016 while the policy had commenced w.e.f 29.10.2014, thus this prescription pertains to post insurance period and is not worth consideration to establish the contention of the Agency about alleged pre-insurance ailment.
12. Maladministration thus stood established on the part of the Agency and as a sequel, the impugned order is set aside by accepting the instant representation directing the Agency to pay the death insurance claim together with profit to the complainant within thirty days.
13. Accordingly, the Hon'able President has been pleased to accept the instant representation by setting aside the impugned order directing the Agency to pay the death insurance claim together with profit to the complainant within thirty days.

Sd/-
(Muhammad Saleem)
Director (Legal)

- 1) The Chairman
State Life Insurance Corporation of Pakistan
Principal Office: State Life Building No. 9
Dr. Ziauddin Ahmed Road, **Karachi.**
- 2) Mst. Nargis
Wd/o Sajjad Muhammad
R/o Village and Post Office Palsala,
Tehsil & District **Mansehra.**
(Mob. No. 0345-9463979)

Copy to:

The Secretary, Wafaqi Mohtasib's Secretariat, **Islamabad.**