

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

\*\*\*\*

**Rep. No. 464/WM/2022**  
**Date of Decision: - 09.01.2023**

SLICP Vs Kashif Ali

**SUB: REPRESENTATION FILED BY STATE LIFE INSURANCE CORPORATION OF PAKISTAN AGAINST THE FINDINGS OF THE WAFAQI MOHTASIB DATED 25.07.2022 IN COMPLAINT NO. SKR/1423/2022**

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

2. This representation has been filed by State Life Insurance Corporation of Pakistan (the Agency) assailing the order dated 25.07.2022 of the Wafaqi Mohtasib whereby it has been held as under: -

*“The Agency had repudiated the death claim on the basis of pre-insurance sickness, which it could not substantiate, because case of death (HEART ATTACK) was different from that claimed by the Agency as pre-insurance sickness (T.B). Therefore, the Agency with its act has caused injustice to the complainant and hence, maladministration in terms of Article 2(2)(i)(b) of the P.O No. 1 of 1983 is established on the part of Agency. The complaint is, therefore, accepted in terms of Regulation 23(4) of the Wafaqi Mohtasib (Investigation & Disposal of Complaints), Regulation, 2013.”*

3. The deceased Rubina had obtained a life insurance policy from the Agency on 25.11.2020 for sum assured of Rs. 220,000/-. She died on 25.11.2020. Her son Kashif Ali (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 patient of post Tuberculosis. The brief background of the matter as per policy particulars is as under: -

Date of Commencement	25.11.2020
Sum Assured	Rs. 220,000/-
Medical or Non-Medical	Medical
Age of the assured	48
Maturity Period	20 years
Date of Death	13.12.2020

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. Raja Abdul Waheed, Deputy General Manager on behalf of the Agency has attended the hearing while no one appeared on behalf of the complainant despite notice.

6. The representative of the Agency has contended that the impugned order is not sustainable as it is not based on law and facts; that the death insurance claim had rightly been repudiated as the previous medical history of the deceased policy holder showed that she was patient of post Tuberculosis; that had the deceased disclosed the material facts pertaining to her health at the time of obtaining the policy, she could not have been issued the same. It has been prayed therein that the impugned order deserves to be set aside.

7. It is an admitted fact that the policy had been issued subject to medical examination of the deceased policy holder conducted by the authorized medical officer of the Agency whereby the insured had been declared in good health and medically fit. The pre-insurance ailment could easily be diagnosed and detected by the aforesaid authorized medical officer as the services of the medical officer are arranged to examine the policy holders prior to issuance of the policy. Section 19 with exceptions of the Contract Act, 1872 shows that where the consent is caused by misrepresentation or fraudulent means, the contract is not voidable if the party whose consent was so caused had the means of discovering the truth with ordinary diligence. The Agency had all the means of discovering the alleged ailment of the insured by exercising due diligence through its authorized medical officer which is now estopped to take such a plea of pre-insurance ailment.

8. The Confidential Report of the Field Officer of the Agency namely Khalid Hussain Shaikh, 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 one year, thus plea of the pre-insurance ailment by the Agency is hit by the principle of estoppel.

9. The onus to prove the pre-insurance ailment rests upon the Agency and the repudiation of the death insurance claim requires unimpeachable evidence regarding existence of the alleged pre-insurance ailment and its knowledge by the policy holder. The Agency in its support has produced copies of Discharge Card of Ghulam Muhammad Mahar Medical College & Hospital, Sukkur dated 10.09.2020 and 18.09.2020 to establish pre insurance ailment but the perusal of Death Certificate clearly shows that the insured died of a heart attack, which on the one hand justifies the complainant's claim i.e. his mother died of a heart attack. On the other hand, the said Death Certificate rejects the Agency's claim i.e. the insured died of pre insurance ailment which the insured had concealed at the time of issuance of policy.

10. In view of the above, the repudiation of death insurance claim by the Agency is not tenable and constitutes maladministration.

11. Accordingly, the Hon'able President has been pleased to reject the representation directing the Agency to pay the death insurance claim to the complainant. Compliance to be reported to the learned Wafaqi Mohtasib 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) Mr. Kashif Ali  
S/o Latif Dino  
R/o Village Mehboob Qasim,  
Taluka Lakhi, District **Shikarpur.**

**Copy to:**

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