

Insurance Regime: Criteria for accidental death benefit

written by Anshu Singh | August 20, 2019

Accidental Death Under Insurance Law - In *Alka Shukla V Life Insurance Corporation of India*^[1], the Hon'ble Supreme Court comprising of Justice D.Y. Chandrachud and Justice Hemant Gupta found that there was no evidence to show that any injury suffered because of a fall from the motorcycle led to the insured having a heart attack. The insured died because of a heart attack which was not related to the accident. Hence, the insurer was correct to repudiate the claim of the insured under the accidental benefit component of the insurance policy.

BACKGROUND - Accidental Death Under Insurance Law

The insured obtained three insurance policies from the Life Insurance Corporation of India. The policies were payable only if the insured sustained any bodily injury resulting solely and directly from the accident caused by "outward, violent and visible means" leading to his death. The insured experienced pain in the shoulder & chest, while riding a bike, and suddenly had a heart attack. By the time, the insured had was admitted to the hospital, he was already dead. The report given by Dr. Dhillon showed that insured died due to an Acute Myocardial Infraction. Insurance company repudiated the claim on the ground that insured died because of heart attack and not an accident. The appellant filed a consumer complaint before the district forum and district forum directed the insurance company to pay the insurance amount under the three policies along with interest. The State Commission confirmed the order given by district forum. The insurer filed the revision petition before the National Commission and the commission reversed the order of district forum and set aside the award of compensation. Award passed by the National Commission is challenged before the Hon'ble Supreme Court of India.

ISSUES

1. Whether the insured person died due to bodily injury resulting from an accident triggered by an outward, violent and visible means?
2. Whether injury suffered by the insured was closely or directly caused by the accident?

ARGUMENTS

Appellant: Learned counsel appearing on behalf of the Appellant contended that insured suffered a heart attack from the injuries sustained due to fall from the bike.

Respondent: Learned counsel for the Respondent contended that medical reports clearly show that the death of the insured was due to a heart attack and not an accident.

FINDINGS OF THE COURT - Accidental Death Under Insurance Law

Hon'ble Supreme Court observed that, claim, in case of an accident, is payable only if the following conditions are satisfied:

- The

- insured sustained injuries directly and solely from the accident;
- The accident was caused by violent, outward and visible means; and
 - That injury solely and directly of other causes results in the death of the insured person.

In *LIC of India V. Smt Mamta Rani*, [2]

NCDRC rejected the claim of the complainant and held that in case of death due to an accident, the sum assured is payable only if the insured person

dies because of any bodily injury directly and solely from an accident by violent, outward and visible means.

In *Life Insurance Corporation v. Minor Rohini*, [3]

Madras High Court observed that it cannot be said that a death because of heart

attack would amount to an accident for the purpose of accidental insurance claim in the absence of any evidence that insured had suffered any bodily injury resulting directly & solely from the accident.

In the present case, Hon'ble Supreme

Court cited the above two cases and observed that in order to prove the claim,

the Appellant must show direct and positive proof that accident of the insured

cause bodily injury by violent, external and visible means. No post mortem of the deceased was performed and in the absence of post mortem report, the Hon'ble Court has to rely on the medical report of Dr. Ajay Goverdhan.

Examination

report produced by the doctor on the date of accident indicates that he suffered

shoulder and chest pain and that the exact cause of the death was an Acute Myocardial Infraction. Later, the insured was referred to a specialist, Dr. SS

Dhillon whose report says that death was not due to the accident.

Hon'ble Supreme Court also observed

that there are no material records to show that insured sustained specific injuries as a result of a fall from the bike or the injuries were caused by violent, outward and visible means, which was the sole and proximate cause of the death. Nothing has been brought on record to show the nexus between the injuries sustained by falling off the bike and death of the insured from a heart

attack. The court said that in the absence of any evidence to the contrary, the

medical evidence on record that the insured died due to a heart attack will be

taken as a proof to decide on the claim of insurance.

DECISION - Accidental Death Under Insurance Law

Hon'ble Supreme Court in the present

case held that there is no evidence to show that any bodily injury was

suffered

due to fall from the bike or that led to the insured suffering a heart attack.

There is no evidence to show that the accident took place as a result of any violent, outward and visible means. For the reasons stated above, Hon'ble Supreme Court is of the view that judgment of the NCDRC does not suffer from any error and the appeal shall stand dismissed.

CONCLUSION

In my view, the Appellant failed to

prove the fact that the death of the insured was because of an accident or due

to any injuries sustained solely and directly from the accident. As per the medical reports, the exact cause of the death was an Acute Myocardial Infraction which is a medical name of a Heart Attack. NCDRC and Supreme Court were right in giving the judgement in the favour of insurance Company.

- [\[1\] MANU/SC/0596/2019](#)
- [\[2\] MANU/CF/0397/2014](#)
- [\[3\] MANU/TN/0502/2012](#)

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