



Insurance - Medclaim policy - Pre existing disease - Non-disclosure - Burden of proof - Prescription - Mere mentioning in the prescription would not amount to establishing a concealment - Senior Citizens policy - Pre-medical check-up - Having opted to waive of was thus conscious - Insurer liable. [PLRonline # 446681]

[PRINT / DOWNLOAD PDF](#)

[You are on the the PLRonline.in Lite version. Full Judgment with detailed headnotes for Premium Subscribers only . Subscribe today](#)

Summary

### Mediclaime Policy and Pre-existing Diseases

- **Burden of Proof on insurance Company:** The insurance company must prove non-disclosure of a pre-existing condition by the policyholder. Mere suspicion is insufficient to repudiate a claim without concrete [evidence](#).
- **Evidence in Medical Prescriptions:** A doctor's note mentioning a past complaint does not necessarily prove concealment of a pre-existing condition by the policyholder.
- **Heart Disease Specifics:** There's no evidence that the claimant knowingly concealed a heart condition. The onset of heart disease can be sudden and unknown to the insured, and mere inquiry about symptoms does not imply awareness of a pre-existing condition.

### Senior Citizens Policy

- **Awareness of Risks by Insurance Companies:** Insurance companies issuing Senior Citizens Red Carpet Insurance policies are presumed aware of the associated risks, especially since these policies often have higher premiums and sometimes waive pre-medical check-ups.
- **Obligation of Insurers:** Insurers must demonstrate a breach of policy terms by the beneficiary. Failure to do so implies acceptance of the risk by the insurer.

### Legal Services Authorities Act, 1987, Section 22D

- **Role of Permanent Lok Adalat (Public Utility Services):** PLA must adhere to principles of [equity](#), fairness, [natural justice](#), and objectivity. The High Court should not interfere with its decisions unless they are unsustainable based on evidence and proper interpretation.

Tags: [1478500](#), [1497500](#), [311602](#), [3317404](#), [3319403](#), [401708](#), [445560](#), [Cause of action](#), [conduct](#), [Contract](#), [def](#), [Deficiency in service](#), [Discharge](#), [Equity](#), [Evidence](#), [Filing](#), [Gm](#), [ICICI LOMBARD GENERAL INSURANCE COMPANY LIMITED v. RAM AVTAR SHARMA](#), [IDA](#), [insurance](#), [Insurance - breach of policy](#), [Interest](#), [Judgment](#), [Jurisdiction](#), [Justice Vinod S. Bhardwaj](#), [Legal Services Authorities Act](#), [Maintainability](#), [material concealment](#), [Mediclaime](#), [Natural justice](#), [Pre-existing disease](#), [Principle of equity](#), [public utility services](#), [Punjab and Haryana](#), [Review](#), [Service](#), [Subscribe](#), [Title](#), [Uberrima fides](#), [Writ](#)