SUPREME COURT OF INDIA

Alka Shukla

Vs.

Life Insurance Corporation of India

C.A.No.3413 of 2019

(Dr.D.Y.Chandrachud and Hemant Gupta,JJ.,)

24.04.2019

JUDGMENT

Dr.D.Y.Chandrachud,J.,

SLP(C)No.32335 of 2016

1. The present appeal arises from a judgement of the National Consumer Disputes Redressal Commission which reversed the judgment of the Chhattisgarh State Consumer Disputes Redressal Commission . The SCDRC had affirmed the view of the District Consumer Disputes Redressal Forum, Durg allowing an accident insurance claim.

2. The spouse of the appellant obtained three insurance policies from the Life Insurance Corporation of India :

Policy No	Policy Number	Date of Commencement	Total Term	Sum Assured (Rs)	Premium (in Rs)
1	Bima Gold Policy 370473369	27.06.1992	75-20	50,000	3188/- yearly
2	LIC New Bima Gold Policy 384067139	10.08.2006	178-10	2,00,000	21134/- yearly
3	Twenty Years Money Back Policy (with accident benefit) 385316764	11.01.2008	179-12	2,00,000	7641/- half-yearly

Condition 10 (2) of the first policy, condition 10 (b) of the second policy and condition

11(b) of the third policy contain a stipulation for accident benefit, on which the controversy in the present case rests. The stipulation in the New Bima Gold Policy in relation to accident benefit is extracted below, in so far as is material:

> "(b) Death of Life Assured : In addition to sum assured under Basic Plan, an additional sum equal to the Accident Benefit Sum Assured shall be payable under this policy, if the Life Assured shall sustain any bodily injury resulting solely and directly from the accident caused by outward, violent and visible means and such injury shall within 180 days of its occurrence solely, directly and independently of all other causes result in death of the Life Assured."
>
> (Emphasis supplied)

The stipulations in the other two policies are similar, where the accident benefit was payable if the assured sustained any bodily injury resulting solely and directly from the accident caused by "outward, violent and visible means", and that such injury "solely and directly and independently of other causes" results in death. On 3 March 2012, the spouse of the appellant, while riding his motorcycle, experienced pain in the chest and shoulder, suffered a heart attack and fell from the motorcycle. He was attended to at 10:10 pm on 3 March 2012 by Dr Ajay Goverdhan, a general physician. He was referred to Dr SS Dhillon who diagnosed the mishap as having been caused by "a sudden fall from the bike". Dr Dhillon noted that the patient was experiencing pain in the left side of the chest and in the shoulder and there was a myocardial infarction. He referred the patient to a specialist medical center. He was taken to the Chandulal Chandrakar Memorial Hospital at Bhilai. The OPD card notes the following position at admission:

"Sweating, radiating to left shoulder and 2 episodes of vomiting Following this patient was taken to Dhillon Nursing Home where ECG taken showed Ant. Wall M1. He was given loading dose of Ant. Platelet and Referred. On his way to the hospital, Pt. collapsed. On reaching here, on examination Pt. had so sign of life.\HR, O/nil, BP-NR, Pupil B/L fixed."
As the above diagnosis indicates, the patient had died by the time that he had been admitted to the above hospital. The report of the physician indicates that death had occurred due to an acute myocardial infarction.

3. Dr Ajay Goverdhan furnished his report in Claim Form B indicating that: (i) the cause of death was an acute myocardial infarction; and (ii) the symptoms of illness were pain in the chest and shoulder. The insurance claim was settled in respect of the basic cover of insurance. However, the insurer repudiated the claim under the accident benefit component of the insurance policy on the ground that the death of the insured had occurred due to a heart attack and not due to an accident.

4. The appellant filed a consumer complaint under the Consumer Protection Act 1986 before the District Forum. On 2 May 2013, the District Forum allowed the complaint and directed the respondent to pay the accident benefit under the three policies together with interest at 6 percent per annum. The SCDRC by its judgment dated 14 March 2014 rejected the appeal of the insurer holding that:

(i) It appeared that the death of the insured was due to a fall from the motorcycle; and

(ii) The main cause for the heart attack was the fall from a motorcycle which was an accident under the terms of the policy. In a revision by the insurer, the NCDRC by its judgment dated 29 April 2016 reversed the judgment of the District Forum, which had been affirmed by the SCDRC. The NCDRC held that in the terms of the accident cover, the sum assured was payable in the event of an accident caused by "outward, violent and visible means". Adverting to the medical evidence, the NCDRC held that the pain in the chest and shoulder and the sudden fall from the motorcycle were not the result of an accident caused by outward violent or visible means. The award of compensation in terms of the accident benefit was accordingly set aside. Assailing the decision of the NCDRC, the spouse of the insured has filed the present appeal.

5. The issue before this Court is: (i) whether the assured's death was due to a bodily injury resulting from an accident caused by outward, violent and visible means; and (ii) whether the injury was proximately caused by the accident. It is only when both the questions are answered in the affirmative that the complainant would be entitled to claim under the policy.

6. During the course of the hearing, learned counsel appearing for the appellant argued that the assured suffered a heart attack as a result of the injuries sustained due to a fall from the motorcycle, which was within the purview of the policy. On the other hand, learned counsel for the respondent argued that the medical reports are indicative of the fact that the death of the assured was due to a heart attack and not an accident and therefore, no claim arises under the policy. It was also argued that while determining the insurance cover for accidental death, a distinction has to be made between 'accidental means' and 'accidental result'. The distinction sought to be introduced is with a view to make the application of the insurance cover more restrictive.

The rival submissions fall for our consideration.

7. The policy of insurance indicates that a claim on account of the accident benefit is payable only if the following conditions are satisfied: (i) the assured sustained bodily injuries resulting solely and directly from an accident; (ii) the accident was caused by "outward, violent and visible means"; and (iii) that such injury "solely and directly and independently of other causes" results in the death of the assured. These conditions are cumulative. The terms "bodily injury" and "outward, violent and visible means" have not been defined in the policy. In *Union of India v Sunil Kumar Ghosh*[5], this Court dealt with the expression 'accident' and held thus:

"13...An accident is an occurrence or an event which is unforeseen and startles one when it takes place but does not startle one when it does not take place. It is the happening of the unexpected, not the happening of the expected, which is called an

accident. In other words an event or occurrence the happening of which is ordinarily expected in the normal course by almost everyone undertaking a rail journey cannot be called an "accident". But the happening of something which is not inherent in the normal course of events, and which is not ordinarily expected to happen or occur, is called a mishap or an accident."

P Ramanatha Aiyar's Law Lexicon[6], defines the expression 'accident' as:

"an event that takes place without one's foresight or expectation; and event that proceeds from an unknown cause, or is an unusual effect of a known cause, and therefore not expected, chance, causality, contingency."

The expression 'accident' in the context of an accident insurance policy has been explained in *MacGillivray on Insurance Law*[7]*:*

"In the context of an accidental insurance policy the word is usually contained in phrases such as "injury by accident"

"accidental injury", "injury caused by or resulting from an accident" or "injury caused by accidental means" and in each of these phrases it has the connotation of an unexpected occurrence outside the normal course of events."

Colinvaux's Law of Insurance[8] explains the expression 'bodily injury' thus:

"It is usual for the policy to require an accident to manifest itself as "bodily injury" to the assured. The most obvious form of bodily injury is external trauma causing physical injury, but the phrase is not limited to injury to the exterior of the body: the term "bodily injury", when used in a personal accident policy, is not limited to lesions, abrasions or broken bones.

Nor is it essential that there should be an external mark of injury on the assured's body..."
The word 'violent' according to *Black Law's Dictionary*[9] means:

"1. Of, relating to, or characterised by strong physical force <violent blows to legs>. 2. Resulting from extreme or intense force <violent death>. 3. Vehemently or passionately threatening <violent words>."

The word 'visible' according to Black Law's Dictionary[10] means something which is:
"1. Perceptible to the eye; discernible by sight. 2. Clear, distinct, and conspicuous."

A passage from Colinvaux's Law of Insurance[11] discusses the effect and the impact of the expressions "violent, external and visible":

""Violent". The notion of violence... is not limited to the situation where another

person does violence to the assured, and it has been said that the word is used simply as the antithesis of "without any violence at all". "Violent means" include any external, impersonal cause, such as drowning, or the inhalation of gas. Thus, 'violent' does not necessarily imply actual violence, as where the assured is bitten by a dog. The element of violence will obviously be present where the injury is inflicted by a third party or by some natural phenomenon, since there could otherwise be no effect upon the body of the assured."

""External". It is the means of causing the injury which must be external, rather than the injury itself. Thus, a rupture or other internal injury is quite capable of falling within the ambit of a personal accident policy. Given this distinction, it appears that the word "external" in these policies merely serves to reiterate the general principle that the injury must not be attributable to natural causes. It will therefore be obvious that a given type of injury may fall within or without the policy according to the event which caused it, and it is this cause which must always be examined."

""Visible". It is probable that this word adds nothing to the policy coverage, since every external cause must also be visible. It appears to be included merely for purposes of emphasis."

An accident postulates a mishap or an untoward happening, something which is unexpected and unforeseen. A bodily injury caused by an accident is not limited to any visible physical marks in the form of lesions, abrasions or broken bones on the body. A bodily injury can be caused by violent means that are external and relate to the use of strong physical force or even threatening someone by the use of violent words or actions.

8. There is a divergence of opinion between courts across international jurisdictions - including the UK, US, Canada and Singapore on whether a distinction should be maintained between 'accidental means' and 'accidental result' while deciding accidental insurance claims. The distinction was laid out in *Clidero v Scottish Accident Insurance Co*[12] , where the Scottish Court of Session (First Division) unanimously held that the injury suffered by the insured to his colon on slipping while putting on his stocking, which then led to his death was not caused by "violent, accidental, external and visible means" because the insured's conduct in putting on his stockings was intentional and voluntary and there was no other external factor that affected the insured's movement which resulted in the injury. It was held thus:

".The death being accidental in the sense in which I have mentioned, and the means which lead to the death as accidental, are to my mind two quite different things. A person may do certain acts, the result of which acts may produce unforeseen consequences, and may produce what is commonly called accidental death, but the means are exactly what the man intended to use, and did use, and was prepared to use. The means were not accidental, but the result might be accidental."

The above distinction was applied by the US Supreme Court in *Landress v Phoenix Mutual*

Life Insurance[13] , where the insured while playing golf suffered a sunstroke and died. The complainant sought recovery of the amounts stipulated in one policy, to be paid if death resulted "directly and independently of all other causes from bodily injuries effected through external, violent and accidental means, and not directly or indirectly, wholly or partly from disease or physical or mental infirmity," and, in the other policy, if death resulted "from bodily injuries effected directly and independently of all other causes through external, violent and accidental means." The majority, while denying the insurance claim, laid down a strict test which differentiated between 'accidental means' and an 'accidental result'. This distinction emerges from the following extract:

> "Petitioner argues that the death, resulting from voluntary exposure to the sun's rays under normal conditions, was accidental in the common or popular sense of the term, and should therefore be held to be within the liability clauses of the policies. But it is not enough, to establish liability under these clauses, that the death or injury was accidental in the understanding of the average man—that the result of the exposure 'was something unforeseen, unexpected, extraordinary, an unlooked-for mishap, and so an accident,' see Lewis v. Ocean Accident & Guarantee Corp., 224 N.Y.18, 21, 120 N.E. 56, 57, 7 A.L.R. 1129; see, also, AEtna Life Insurance Co. v. Portland Gas & Coke Co. (C.C.A.) 229 F. 552, L.R.A. 1916D, 1027, for here the carefully chosen words defining liability distinguish between the result and the external means which produces it. The insurance is not against an accidental result. The stipulated payments are to be made only if the bodily injury, though unforeseen, is effected by means which are external and accidental. The external means is stated to be the rays of the sun, to which the insured voluntarily exposed himself. Petitioner's pleadings do not suggest that there was anything in the sun's rays, the weather, or other circumstances external to the insured's own body and operating to produce the unanticipated injury, which was unknown or unforeseen by the insured."
>
> (Emphasis supplied)

However, Justice Cardozo in his dissenting opinion warned about the inherent problem in creating a distinction between 'accidental means' and 'accidental result':

> "The attempted distinction between accidental results and accidental means will plunge this branch of the law into a Serbonian Bog. ...
>
> When a man has died in such a way that his death is spoken of as an accident, he has died because of an accident, and hence by accidental means ...
>
> The insured did not do anything which in its ordinary consequences was fraught with danger. The allegations of the complaint show that he was playing golf in the same conditions in which he had often played before. The heat was not extraordinary; the exertion not unusual. By misadventure or accident, an external force, which had hitherto been beneficent, was transformed into a force of violence, as much so as a stroke of lightning. The opinion of the court concedes that death

'from sunstroke, when resulting from voluntary exposure to the sun's rays,' is 'an accident.' Why? To be sure, the death is not intentional, but that does not make it an 'accident,' as the word is commonly understood, any more than death from indigestion or pneumonia. If there was no accident in the means, there was none in the result, for the two were inseparable. No cause that reasonably can be styled an accident intervened between them. The process of causation was unbroken from exposure up to death. There was an accident throughout, or there was no accident at all."

(Emphasis supplied)

In a decision of the Court of Appeal in UK in *Dhak v Insurance Company of North America (UK) Ltd* [14], the insured to relieve herself of backpain started consuming alcohol and died due to acute alcoholism. The accidental insurance policy provided for benefits payable for "bodily injury resulting in death or injury within 12 months of the accident occurring during the period of insurance and caused directly or indirectly by the accident." The term "bodily injury" was defined as one "caused by accidental means." The court held that the words "caused by accidental means" were a clear indication that the terms of the policy required the court to concentrate on the cause of the injury and to inquire whether it was by accidental means. It held thus:

"I have come to the conclusion, however, that it has not been established that the bodily injury to the deceased was "caused by accidental means" within the meaning of the policy. In reaching this conclusion I have been persuaded that the words "caused by accidental means" are a clear indication that it is the cause of the injury to which the court must direct its attention. In my judgment, however, whatever the position may be in some other jurisdictions, the terms of this policy require a court in this country to concentrate on the cause of the injury and to inquire whether the injury was caused by accidental means.the deceased must have been well aware of the consequences and dangers of drinking alcohol to excess and that she must be taken to have foreseen what might happen in the event of someone drinking to excess. I am satisfied that there must have been a point at which she would have realised that any further drinking would be dangerous and that vital bodily functions might be impaired or interrupted."

The Canadian Supreme Court, in *American International Assurance Life Company Ltd and American Life Insurance Company v Dorothy Martin*[15], has taken a contrary view and moved away from the distinction laid out in Landress (supra). This case dealt with the interpretation of an accidental death benefit provision, which stipulated that "the Company will pay the amount of the Accidental Death Benefit . upon receipt of due proof that the Life Insured's death resulted directly, and independently of all other causes, from bodily injury effected solely through external, violent and accidental means". The insured in the course of treating a peptic ulcer, developed an addiction to opiate medications and died due to high levels of Demerol in his body. The insurers challenged the claim on the ground that the death was not through "accidental means" and that self-injection of Demerol was a deliberate act making the death a foreseeable consequence. Chief Justice McLachlin, speaking for the Bench held thus:

"The first question to be considered is whether deaths caused by accidental means form a subclass of accidental deaths. To put the question another way, is the category of deaths caused by accidental means narrower than that of accidental deaths?

The insurers argue that... a death is only caused by accidental means when both the death and the actions that are among its immediate causes are accidental.

This view seems to me, however, to be problematic. Almost all accidents have some deliberate actions among their immediate causes. To insist that these actions, too, must be accidental would result in the insured rarely, if ever, obtaining coverage. Consequently, this cannot be the meaning of the phrase "accidental means" in the policy. Insurance policies must be interpreted in a way that gives effect to the reasonable expectations of the parties: Reid *Crowther & Partners Ltd.v. Simcoe & Erie General Insurance Co., [1993] 1 S.C.R 252, at* p. 269. A policy that seldom applied to what reasonable people would consider an accidental death would violate this principle.

In my view, the phrase "accidental means" conveys the idea that the consequences of the actions and events that produced death were unexpected. It follows that to ascertain whether a given means of death is "accidental", we must consider whether the consequences were expected. We cannot usefully separate off the "means" from the rest of the causal chain and ask whether they were deliberate. Cardozo J. emphasized in his dissenting judgment in Landress v. Phoenix Mutual Life Insurance Co., 291 U.S 491 (1934), at p. 501, that "[i]f there was no accident in the means, there was none in the result". The converse is equally true: if there was no accident in the result, there can be none in the means. As Cardozo J. went on to say, either "[t]here was an accident throughout, or there was no accident at all". Hence, to determine whether death occurred by accidental means, we must look to the chain of events as a whole, and we must consider whether the insured expected death to be a consequence of his actions and circumstances.
...Usually we intend the consequences of our actions. However, sometimes our actions have unintended or unexpected results. When death is the unexpected result of an action, we say that the death was "accidental", or that it was brought about by "accidental means" as opposed to "intentional means". In ordinary language, then, "death by accidental means" and "accidental death" have the same meaning. I conclude that the phrase "accidental means" in this insurance policy does not refer to a narrow subclass of the broader category of "accidental deaths". "Accidental death" and " death by accidental means" connote a death that was in some sense unexpected. The two phrases have essentially the same meaning." (Emphasis supplied) The Court of Appeal of Singapore in *Quek Kwee Kee Victoria v American International Assurance Co. Ltd* [16], agreed with the Canadian Supreme Court in Dorothy Martin (supra) and noted that the courts in many jurisdictions have moved away from the distinction laid out in Landress (supra):

> ". we prefer the view that the use of phrases such as "accidental means" would not restrict the situations covered by a personal accident insurance policy to those where the proximate cause of the insured's injury or death was not a deliberate or voluntary action on the part of the insured. For example, if a person injures himself by driving off a cliff in the mistaken belief that the road continued, that person

would have met with an "accident" just as much as one who slips and fractures his leg while walking on a slippery surface. It would, in our view, accord with ordinary experience to hold that the injury suffered by an insured in such cases would be a result of "accidental means". In this regard, we find ourselves in agreement with the observations of McLachlin CJ in Martin..courts in the Commonwealth have moved away from this distinction between intended means and unintended results. Although this still appears to be good law in England (see, for example, Dhak v Insurance Co of North America [1996] 1 WLR 936 ("Dhak") at 949), the distinction has been rejected in New Zealand (see Groves at 127-128), the United States (see Wickman v Northwestern National Insurance Co 908 F 2d 1077 (1st Cir 1990) ("Wickman")), Scotland (see MacLeod v New Hampshire Insurance Co Ltd 1998 SLT 1191), Australia (see the judgment of Wilson, Deane and Dawson JJ in Australian Casualty Co Ltd v Federico [1986] HCA 32 at [18]-[20]) and Canada (see Martin v American International Assurance Life Co [2003] SCC 16 ("Martin") at [10]-[13])."

9. The respondent has placed reliance upon a decision of a Single Judge of the Patna High Court in *Kamlawati Devi v State of Bihar*[17] , where the deceased who was on election duty was threatened by armed miscreants while relieving himself which triggered a heart attack. Justice Aftab Alam (as his Lordship then was) while discussing precedent from other jurisdictions and authorities on Insurance Law noted that there exists a divergence of opinion about whether a distinction exists between an 'accidental result' and 'accidental means' while assessing a claim under an accident insurance policy. The court while holding that the act of threatening by armed miscreants was covered by the expression "external violent and any other visible means", held thus:

> "A plain reading of the cover clause in the M.O.U. would make it clear that it is intended to impose a twofold limitation. A death in order to qualify for the insurance cover must not only be accidental but the accident causing death must itself result from some external, violent and other visible means. This two fold limitation is based on what is called, in the Law of Insurance, the distinction between 'accidental result' and 'accidental means'. An unexpected and unforeseen consequence or result from a normal or routine activity may constitute an accident but it would not qualify as 'accidental means'. Thus, if a person suffers a fatal heart attack while dancing (considered to be a normal activity) the death may be called 'accidental' but it would fail to attract the insurance cover because it was not due to 'accidental means'. On the other hand, if a person dies due to heart attack suffered as a result of over-exertion on being chased by a ferocious dog (an unintended occurrence, and not a normal activity) the death might attract the insurance cover as it was caused by 'accidental means'. On examining this branch of the law of insurance one finds a series of decisions which tend to do away with the distinction between 'accidental result/death' and 'accidental means'. One also finds another set of decisions which though maintaining the formal distinction between 'accidental result' and 'accidental means' have so interpreted the key words in the restrictive clause (e.g. accident, external, violence and any other means etc.) as to greatly relax the rigours of the ordinary meanings of those words."

On the facts of the case, the High Court held:

"In the light of the above there can be no denying that the death of Parshuram Singh was an accidental death caused by accidental means. If the view expressed in the book, the Law of Insurance that the words "by violent, external and visible means" add little if anything to an accident policy is to be accepted, then his death would attract the insurance cover without anything else. But even if the applicability clause in the M.O.U. is to be given a literal interpretation and the distinction between accidental result and accidental means is to be maintained, I come to the unescapable conclusion that the act of threatening by the armed miscreants was plainly covered by the expression "external, violent and any other visible means" and the deceased encountering those threats while he had gone to relieve himself was clearly an accident that triggered off the heart attack and, thus, resulting solely and directly into his death. It appears to me, therefore, that the death of the petitioner's husband was fully covered by the cover clause in the M.O.U."

In a Letters Patent Appeal, the Division Bench of the Patna High Court in Branch *Manager, United India Insurance Co v State of Bihar affirmed the aforesaid judgment and*[18] *held thus:*

> "... In the present matters, it appears that the Insurance Companies are belabouring under misapprehension that unless the person suffers an external visible injury by external visible means the Insurance Company would not be answerable to it. In our opinion, the phraseology used in the cover does not have the scope to read external visible injury.

The phrase simply says—"in the event of death only resulting solely and directly from accident caused by external violent and any other visible means.""

There exists a divergence of opinion on whether 'accidental means' and 'accidental death' are to be read as similar or whether in order for an accidental insurance claim to succeed, the means causing the injury or death also have to be accidental in nature. For the purposes of this case, it is not necessary to conclusively decide this question. In order to sustain a claim under the accident benefit cover, it must be established that the assured has sustained a bodily injury which resulted solely and directly from the accident. There must, in other words exist a proximate causal relationship between the accident and the bodily injury. Moreover, the accident must be caused by outward violent and visible means. The expression "outward violent and visible" signifies that the cause of the accident must be external. Moreover, the injury must be the cause of the death within the period of 180 days. There has to be proximate relationship between the injury and the death to the exclusion of all other causes. The outcome of the present case involves interpretation of the accident benefit cover. Breaking down the clause into its components, what it postulates is that:

(i) The assured must sustain a bodily injury;

(ii)The injury must solely and directly result from an accident;

(iii)The accident must be caused by outward, violent and visible means;

(iv) The injury must solely, directly and independently of all other causes result in the death of the assured; and

(v) Death must ensue within a period of 180 days from the injury caused in the accident.
What needs to be determined is whether the insured suffered a heart attack as a result of the injuries sustained from the fall from the motorcycle or whether the fall was a result of the assured suffering a heart attack in the first place.

10. The plain reading of the policy is to be accepted as our guide. Under the policy, in order for the complainant to prove her claim, she must show direct and positive proof that the accident of the assured falling from his motorcycle caused bodily injury by external/outward, violent and visible means. The complainant will have to prove that the accident and the injuries sustained as a result were a direct or proximate cause of her husband's death.

11. In the present case, no post mortem of the deceased or police investigation was conducted. In the absence of a post mortem report indicating the nature of injuries sustained by the insured, we would have to rely upon the medical report that indicates the exact cause of death. The medical report of Dr Ajay Goverdhan who examined the assured on the date of the accident indicated that the insured suffered shoulder and chest pain and that the exact cause of death was an acute myocardial infraction. The insured was referred to a specialist, Dr SS Dhillon, who also recorded in his report that the diagnosis did not show the cause of death to be accidental. Dr S S Dhillon noted that the insured was experiencing pain in the left side of the chest and in the shoulder and there was a myocardial infarction. The insured was referred to Chandu Lal Memorial Hospital, a specialist medical center, where the OPD records noted that an ECG was taken at Dhillon Nursing Home and the insured was sweating and that he had chest pain, radiating to the left shoulder along with two episodes of vomiting. He died before he reached the hospital. There is no material on record to indicate that the assured sustained specific injuries as a result of a fall from the motorcycle or that the injuries were caused by outward, violent and visible means, which was the sole and proximate cause of his death. There is no direct nexus or causation between the assured suffering a heart attack and injuries sustained in an accident by outward, violent and visible means. Nothing has been brought on record to show that the injuries sustained by falling from the motorcycle aggravated the assured's condition that eventually led to his death. In the absence of any evidence to the contrary, the medical evidence on record is itself proof that the insured died due to a heart attack and not due to an accident of falling from the motorcycle. The heart attack had a distinct effect of the insured falling off from his motorcycle.

In a case decided by the *NCDRC - LIC of India v Smt Mamta Rani*[19]- clause 10.2 of the insurance policy provided an accident benefit cover if the assured sustained any bodily injury resulting solely and directly from the accident caused by outward, violent and visible means. The assured died of a heart attack. The district and state forums allowed the claim of the complainant for accidental benefit. However, the NCDRC rejected the claim

and held thus:

> ". it is clear that in case of death of life assured, the additional accident benefit equal to the sum assured is payable only if the life assured dies because of any bodily injury resulting solely and directly from an accident by outward, violent and visible means. In the instant case, as per the record, the life assured died on 01.07.2002 due to heart attack. There is no evidence on record to indicate that the life assured died because of some injury suffered in an accident.
>
> Thus, the fora below have committed a material illegality in awarding the accident benefit to the respondents against the terms and conditions of the insurance contract."

Similarly, in *Swaranjit Kaur v ICICI Lombard General Insurance Co Ltd*[20],the assured while travelling on his scooter, suffered a heart attack and fell from his scooter. The claim for accidental benefit cover was repudiated on the ground that the insured had died a natural death because of heart attack. The state commission set aside the order of the district forum allowing the claim. The NCDRC while upholding the state commission's judgment, noted that the onus to prove that the insured had died as a result of an accident and not a heart attack was on the claimant. It held thus:

> ".On perusal of the copy of repudiation letter, it is clear that the respondents repudiated the insurance claim on the ground that cause of death of insured was heart attack. On perusal of the report of the investigator, we find that the stand of the petitioners in the statement made before the investigator on 17.8.2006 was that while driving the scooter insured suffered a heart attack, consequently, he fell down from the scooter and died. From this, it is clear that the accident took place after the insured had suffered heart attack. Otherwise also, in order to succeed in the insurance claim, the onus of proving that the insured had died as a result of accident was on the petitioners. Undisputedly, incident was not reported to the police nor post mortem to establish cause of death was done. No evidence has been produced by the petitioners to prove the cause of death of the insured. There is nothing in the statement of the petitioners as recorded by the investigator that the insured had suffered any bodily injuries due to fall from the scooter. Thus, under the circumstances, the conclusion of the State Commission that cause of death of the insured was heart attack and not an accident cannot be faulted."

The High Court of Madras held in *Life Insurance Corporation v Minor Rohini*[21] that in the absence of any evidence that the assured had sustained any bodily injury resulting solely and directly from the accident caused by outward, violent or visible means, it cannot be said that the death due to a heart attack would amount to an accident for the purposes of accidental insurance claim under the policy.

In *Krishna Wati v LIC of India*[22], the NCDRC had to deal with whether the accidental injuries which resulted in the death of the assured due to a heart attack after three days of the accident could be termed as an accidental death or a natural death. The assured while

riding his bicycle was attacked by a cow and upon arriving at the hospital complained of pain in the legs and in the chest, because of a fall from his bicycle. The NCDRC relied on the investigation report and the allowed the claim for accident insurance. It held thus:

> "... In our view, from the record as it is, it is apparent that first the accident took place, resulted in injuries and chest pain which ultimately resulted in 'death'. May be, the death in the medical terms be described as 'due to heart-attack, but the main cause for leading to heart-attack was injury caused due to accident. Accident is the basis for causing chest pain and thereafter heart-attack..."

12. In the present case, there is no evidence to show that any bodily injuries were suffered due to the fall from the motorcycle or that they led to the assured suffering a heart attack. There is no evidence to show that the accident took place as a result of any outward, violent and visible means. The assured died as a result of a heart attack which was not attributable to the accident.

13. For the above reasons, we are of the view that the judgment of the NCDRC dated 29 April 2016 does not suffer from any error. The appeal shall accordingly stand dismissed. There shall be no order as to costs.

Judgment Referred.

[1] "NCDRC"
[2] "SCDRC"
[3] "the District Forum"
[4] "LIC of India"
[6] 3rd Edition
[7] 12th Edition
[8] 11th Edition – See pg. 1133 for case laws relied upon.
[9] 10th Edition
[10] 10th Edition
[11] 11th Edition – See pg. 1126 for case laws relied upon.
[12] (1892) 19 R. 0355
[13] 291 US 491, 496 (1934)
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