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A Study of Legal Status and Judicial Decisions Concerning Suicide and Life Insurance in India

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ABSTRACT

A company that provides insurance policies for people's lives is known as a life insurance business. This includes any contracts where the person receiving the pay-out is guaranteed to die (except in the instance of accidental death only) or suffer any other catastrophe. This definition of a life insurance contract or policy is void in India and the UK. But, much like other insurance departments, the insurer is released from obligation when an insured event—in this case, a suicide—occurs as a result of the insured or his agent's wilful and unlawful actions. Generally, life insurance does not provide coverage for the risk of a suicide commission by insurers, even if they are reasonable. Per this strategy, the claim would be denied both contractually (since the assured cannot be held responsible for his own loss) and generally (because the law forbids him from profiting from his own unlawful activities). The onus of proof rests with the insurers, and in cases when the reason of death is unknown, the policy must be followed due to the assumption that suicide was not the cause of death. India also adheres to this policy. The impact of the suicide clause in life insurance contracts, both before and after January 2014, as well as the evolution of law and policy in connection to claims on life insurance policies where the assured or insured committed suicide after the policy's start are examined in this article. It also offers a comparison of the provisions on suicide in the United States, the United Kingdom, and India.

Keywords: *suicide, insurance, contract, claim, interest.*

I. INTRODUCTION

Change occurs naturally and is risky when it does. Ownership is intimately related to the danger. The owner wishes to protect them from harm, and the insurance industry would not have existed without this goal. The insurance policy is a contract (often a standard form of agreement) between the insurance company and the policyholder, which establishes the legal insurance claims the policyholder is responsible for covering. Insurance pays damages to insurers due to risks covered by the policy wording, including combined risks, exclusions, if any, and the

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benefits compensated for an occurrence like death, disease, etc., in exchange for a fee known as a premium. A life insurance business is a company that creates insurance contracts for people's lives, including any contract where the recipient of the payment is assured to pass away (unless in the case of accidental death only) or experience any event. In India and the UK, this is an invalid definition of a life insurance contract or policy. Although it is clarified in *Dalby v. London Company and India Life Assurance*[2] that a contract in which the insurer considers ascertain premium can be a lump sum of money or any other periodic payments, similarly agree to pay for verify even the person who benefits from the policy minus the amount specified in the occurrence of a specific event based on a person's time health. One of the areas in India with the quickest growth is the life insurance market. There are 24 life insurance firms in India at the moment that provide specialised life insurance plans. Because life insurance firms are in the business of turning a profit, they include release categories that, in most circumstances, render the policy worthless in order to avoid many of the risks that increase with age.

Risk is a natural part of the process of life's variation. Ownership has a high relationship with risk. The business of insurance was developed out of the owner's desire to shield them from danger. The insurance policy, often known as the policyholder, is a contract (typically a standard form of contract) between the insurer and the insured, which establishes the claims that the insurer is legally obligated to cover. The policy language, which specifies the risks covered, the exclusions, if any, and the benefits reimbursed upon the occurrence of an event like death, illness, etc., states the risks covered, the exclusions, and the benefits paid. In exchange for payment, known as the premium, the insurer pays for damages to the insured that are caused by covered perils. The term "life insurance business" refers to the activity of executing contracts for the insurance of human life, including any agreement under which the payment of money is guaranteed in the event of death (other than accidental death alone) or the occurrence of any other event.[3]

A. Life Insurance & Suicide

a) Life Insurance in India

Life insurance is constructed and designed to provide protection against unanticipated situations. Protection is meant to make sure that people are not dependent on those who pass away too soon, and one of the most important factors to take into account when choosing health insurance is the security it will offer in the case of an unexpected disaster. In essence, an

[2] Dalby v the India & (and) London Life-Assurance Company, 3 S. Afr. Mercantile L.J. 234 (1991).
[3] § 2(11), Insurance Act of India (1938) [India].

insurance company sells safety and comfort. A comprehensive, multi-page contract that outlines each party's rights and duties may be offered as modern personal insurance. In a nutshell, life insurance plans are contracts, and the terms of such contracts specify the parameters of the circumstances that are guaranteed. The insurance debt reduction agreement frequently specifies the apparent exemption. Applications involving fraud, conflict, bloodshed, and civil upheaval are frequent examples. When we factor in suicide, the complexity of insurance grows. As it's possible that the insurance might be bought by, or close to, suicide planners at the time the application is completed, suicide always presents a difficulty for the insurance sector. Conflicting considerations arise in suicide instances. On the other hand, the general public is interested in safeguarding unwitting recipients and frequently relies on the economics of the insured in the event of an economic downturn. Yet, as the insurer is not responsible for the insured's negligent actions, courts have long maintained that general life insurance policies or a portion of life insurance risk do not cover suicide. Suicide, in particular, is not seen as an unavoidable risk because the timing of death is under the control of insurance, which is why insurance is intended to prevent unanticipated events. As a result, insurers' provision of benefits for deliberate suicide clearly goes against their stated purpose.

b) Suicide – Not an event of Uncertainty

Risk-averse health policy disease, accident, carelessness or wilful wrongdoing on the side of the insured person or a third party are all potential causes of death. When the predetermined event—death—occurs, the insurer is obligated to make the agreed-upon payment. Nevertheless, similar to other insurance departments, when an insured event happens as a consequence of the insured or his agent's deliberate and improper acts, it releases the insurer from liability.[4] Here, the problem is due to the illegality of health insurance plans, the impact of his representatives' and assistants' speculative suicide claims, and the courts' unwillingness to accept the promised cause of death or anybody requesting their benefit from the life insurance policy. Earlier, the danger of a suicide commission by insurers while they were reasonable was not covered by the general health insurance. However in recent years, India has seen a shift in this approach.

B. Stand of Law Under Indian Law, England, America

Depending on the country's legal system and the definition of public policy it upholds, the issue of whether suicide is against the law might vary. Suicide is not prohibited by law in India since it is not against society's norms or the country's laws, according to the legal system there. Given

[4] Lee Kiat Seng, *Suicide and Life Policies – A Fresh Perspective*, SINGAPORE JOURNAL OF LEGAL STUDIES, (July 1996), pp. 79-110.

the morality of the deed, it is incorrect to believe that just "suicide attempts" are crimes while "suicide" is not. In fact, this argument was made in a different context in the case of *Amiraju v. Seshamma*[5] before the Madras High Court. It was argued that attempts to commit suicide are crimes while actual suicides are not, and that as a result, a wife's consent obtained by a husband's threat of suicide cannot be equated to a consent obtained under duress. The court also ruled that suicide is not punishable because it is not a detached or immoral act.

Suicide is not a crime in India, hence the ruling established by the House of Lords in the *Beresford*[6] case does not apply to instances involving Indian insurance law. Because no such regulation is applicable, the insurers frequently have to pay for suicide death claims. Yet, the IPC, 1860 makes suicide attempts illegal. Suicide is not considered a crime in India. The I.P.C. Section 309[7] penalises suicide attempts, whereas Section 306.[8] penalises aiding and abetting suicide. Suicide itself is not and cannot be regarded as a crime in India. Because the formation of a Statute is a criminal offence under Indian law, the English common law is not relevant in this situation. Until January 1, 2014, life insurance policies had a suicide clause that stated that if the insured person—the police chief—committed suicide within a year of the contract's award, regardless of how well they were doing at the time, the policy would be deemed void and no claims would be allowed. Remember that current policy may still be subject to these clauses. With certain insurance companies, the waiting period might be up to two years.

The terms and conditions for policies that were issued after January 1, 2014, have altered to reflect the type of insurance that is retained. If the policyholder commits suicide within 12 months of purchasing the policy, they are entitled to 100% of the overall fund cover under market-linked life insurance programmes like ULIP. As long as the insurance is in effect, the claimant will be entitled to collect at least 80% of the premiums paid if the policyholder dies by suicide during a 12-month period.[9]

a) Case Study viz. a viz. Suicide and Life Insurance

1. *Faquir Singh v. Union of India*[10]

The court stated that it is inappropriate to deny the father of the insured, whose death was caused by suicide, postal insurance benefits. The insured in the case passed away from suffocation as

[5] Chikham Ammiraju V. Chikkam Seshama, (1917) 41 Mad 33.
[6] Beresford v Royal Insurance Co., [1938] AC 586.
[7] §309, Indian Penal Code, 1860 [India].
[8] §306, Indian Penal Code, 1860 [India].
[9] L&C/Advt/2021/Jun/1054, https://www.tataaia.com/blogs/life-insurance/does-life-insurance-plans-pay-for-deaths-by-suicide.html (last accessed on 23 March, 2023).
[10] Faquir Singh v. Union of India, AIR 2002 J&K 62.

a result of heart failure brought on by the usage of a rope around the neck.

2. *Scottish Union and National Insurance Co. v. Jahan Begum*[11]

The court made a ruling on the issue of whether or not suicide violates Indian public policy. The Beresford case was elaborately cited before the court concluded that suicide is "unhesitatingly" not against public policy.

3. *Northern India Assurance Co. v. Kanhayala*[12]

According to the contract, the insurance would be worthless if Moolchand, the insured, had killed himself a year prior to the start of coverage. After learning of his wife's adultery and consuming poison when his policy was more than 13 months old, he committed himself and gave his son Kanhayalal the insurance policy. The assigned son's claim that suicide was not a criminal in India and that India was not bound by English law, which permits it to occur as a felony, was upheld by the court.

b) Position In England And Common Law

According to English law, an insured individual who committed suicide while mentally healthy was committing a felo-de se, which absolved the insurance company of liability because no one could have benefitted from his own wrongdoing. Leading case on this point is *Beresford v. Royal Insurance Co Ltd*[13], in which a lawsuit was filed by the executors of Major Rowlandson's estate to recoup the £50,000 that was supposedly due under the defendant's five life insurance policies." According to the Court of Appeal, "it was against public policy for the plaintiff to be able to enforce the contract," and it granted the defendants' motion for judgement. Whether the plaintiff must establish his own wrongdoing or the estate of a deceased person tries to profit from the criminal of the deceased, the court has the absolute obligation and inherent authority to refuse to assist in the enforcement of a promise. Although it has been amply demonstrated that this is suicide, the company will not be prevented from refusing liability and payment on the grounds of public policy, nor can the effect of the above decision strengthen the common interpretation of the above-mentioned suicide clause and restrict suicide on the company. In this case, suicide is also a criminal act and a crime; yet, suicide is not regarded as a crime in India by customary or statutory means. The Suicide Act of 1961 in England abolished the rule that making an attempt at suicide was illegal. Although suicide itself is no longer a crime, anybody who aids, abets, counsels, procures, or seeks to aid another person in committing suicide is

[11] Scottish Union and National Insurance Co. v. Jahan Begum, AIR 1945 Oudh 152.
[12] Northern India Assurance Co. v. Kanhayala, (1938) Lahore High Court, p.561.
[13] Beresford v. Royal Insurance Co Ltd, [1938] 2 ALL ER 602.

guilty of a crime and faces up to 14 years in jail if found guilty.[14] In England, the Act of 1961 provides that, "The rule of law whereby it is a crime for a person to commit suicide is hereby abrogated."[15] The history of suicide and life insurance has demonstrated that such methods of consenting dying are severely punished under civil law. Normally, persons who commit crimes cannot profit from death when there is a criminal form of dying.

c) Position In United States Of America

In USA, the applicable suicide exclusions stated that "if the insured, whether sane or insane, dies by suicide within 2 years from the Policy Date, liability is limited to an amount equal to the total premiums paid and suicide by the Insured, whether sane or insane, within two years from the Policy Date is not covered by this policy".[16] In the case of *Federal Guar. Life Ins. Co. v. Wilkins*[17], it was held that, "an insurer may deny a claim for life insurance benefits based on suicide by the insured so long as the policy includes a provision excluding coverage for death by suicide. An insurer cannot be held accountable for dismissing a claim in bad faith if the insurer has a reasonable justification for doing so, such as a coroner's report that indicates suicide. If an insured has, in fact, committed suicide such that no payments are owed, that fact can be better ascertained in a declaratory judgement lawsuit. Suicide is also regarded as a crime in Alabama. The insurer can prevent the presumption from being operated by direct proof of suicide rather than by circumstance.[18] "According to recent National Center for Health Statistics, the suicide rate in the United States increased by 35% between 1999 and 2018.[19]. According to the National Mental Health Institute, women who commit suicide tend to be between the ages of 45 and 54, but males are more likely to commit suicide when they are 65 or older.[20]. These are the age categories when life insurance is most prevalent. According to the American Foundation for Suicide Prevention, suicide is the tenth highest cause of death for Americans, and it cost $69 billion in only 2015, when combined with self-harm.[21] Because of this, the fine print of many life insurance plans has unique provisions that take suicide into consideration. You must normally have an active policy with an insurance company for a least of one to two years, whether it is a private coverage you have purchased or one that is given by

[14] Halsbury's Laws of England, 4th ed. 2000 Reissue, Vol. 11(1), Para 106.
[15] §1, Suicide Act 1961 [UK].
[16] Nikita Johri, https://www.legalserviceindia.com/legal/article-9904-analysis-of-suicide-clause-in-life-insurance-policy.html (last accessed on 23 March, 2023).
[17] Fed. Guar. Life Ins. Co. v. Wilkins, 435 So. 2d 10, 13 (Ala. 1983).
[18] Jefferson Standard Life Ins. Co. v. Pate, 274 So. 2d 291, 294 (Ala. 1973).
[19] Hedegaard H, Curtin SC, Warner M., *Increase in Suicide Mortality in The United States, 1999–2018,* NCHS DATA BRIEF, NO 362. HYATTSVILLE, MD: NATIONAL CENTER FOR HEALTH STATISTICS, 2020.
[20] NATIONAL INSTITUTE OF MENTAL HEALTH, https://www.nimh.nih.gov/health/statistics/suicide.shtml (last accessed on 23 March, 2023).
[21] THE CENTRE FOR DISEASE CONTROL AND PREVENTION (CDC) DATA AND STATISTICS, *Fatal Injury Report*, 2019.

your employer. The American Council of Life Insurers (ACLI) estimates that 99% of all life insurance claims are settled in full, but in order to be eligible for benefits, you must have fully paid off your premiums.[22]

d) Death Cover After 'One' Year

A supplier of insurance has a legal risk from suicide. They are not covered by life insurance plans in order to prevent the loss of insurance. There is a chance that the policyholder will get life insurance to cover the insurance payment while being heavily indebted. One would anticipate that a person in this situation would be able to change their way of thinking within a year. But, for a year, suicide benefits are offered to cover any psychological or financial dependency on money that insurers could get following the policy manager's passing. Giving them any aid may be beneficial as the primary goal of buying life insurance is to maintain the dependents financially secure following a family member's passing.[23]

In a year, life insurance will protect it from the ethical risk of the business as well as from insurance fraud. Also, the policyholder will not pay the debt and will purchase a life insurance policy to pay the covered amount. One year is also considered to be enough time to get rid of such a mindset. The only other option is suicide, which is compensated for emotional and debt anguish after one year and may lead to him experiencing psychological stress. After the policyholder's passing, the dependents of the insured can face these issues. The claim coverage would safeguard them in this circumstance because life insurance is a fantastic option to preserve the dependent's existence financially safe in the event of their family member's death.

In the case of *Life Insurance Corporation of India v. Jaswinder Kaur*[24], the respondent's husband purchased a life insurance policy on 4.12.2012, designating her as the nominee and providing a death benefit of Rs. 5 lakhs. The insured committed suicide on September 26, 2015, which is two years and nine months later. On 24.6.2016, the claim of the Respondent was rejected on the grounds that the deceased had omitted a key information when completing the proposal forum. In the petitioner's instance, he misfiled the medical information on the proposal form and hid the fact that he had bipolar disorder, which led to the claim being correctly refuted. The assured is obligated to provide accurate disclosures since insurance is a contract of the highest good faith. The Insurance Regulatory Development Authority of India (IRDAI) may be

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[22] Julia Kagan et al, https://www.investopedia.com/terms/a/american-council-of-life-insurance.asp (last accessed on 23 March, 2023).

[23] Navneet Dubey, https://economictimes.indiatimes.com/wealth/insure/life-insurance/suicide-is-covered-under-life-insurance-all-you-need-to-know/articleshow/70444325.cms?val=3728&from=mdr (last accessed on 23 March, 2023).

[24] Life Insurance Corporation of v. Jaswinder Kaur, II (2019) CPJ 313.

forced to modify the suicide policies of life insurance plans, such as term policies bought after 2014, due to a rise in suicide rates since 1990. In the event that the insured passes away by suicide, he is not entitled to any death benefits.[25]

C. Exceptions to Suicide Clause

a) In the event of third party

If the insured commits suicide within the first/second year of the policy, the nominee of the insured suffers financial losses, but if a third party is covered by the policy, the insurer will take care of such liabilities. For instance, if the policyholder borrowed money to buy a house worth Rs. 20 lakhs against his insurance policy worth Rs. 25 lakhs, then in the event of the policyholder's suicide, the lender would also have the legal right to the proceeds of the insurance to recoup the debt through policy assignment.[26]

In the case of *City Bank v. Sovereign Assurance Co*[27]., the insured deposited the policy and was granted a loan using the policy as collateral. He ended his life thereafter. Additional securities were present. In light of the fact that a bona fide assignee for valued compensation is not subject to the disadvantages suffered by the assured as a result of the assignment, it was decided that the obligation might be paid off using insurance proceeds. Suicidal death protection under the term insurance plan must take effect after 12 months from the policy's issuing date or after 12 months from the policy's improvement.

b) In the event of Group Life Insurance

The suicide clause will not apply if the insured is covered by the employer's group insurance plan. This is so that the life covered by group insurance is that of the master policy holder, which is the company, organisation, or other legal body rather than an individual. As a result, the nominee will get the death benefits when the person passes away.

In the past, the suicide clause essentially rendered the insurance policy worthless, rendering all premium payments useless and leaving the deceased with little to nothing. Also, it was considerably worse than the deceased's suicide. Afterwards, things were different. A second kind of suicide clause has become well-known all throughout the world. Even if the policyholder would not be required to pay the death benefit for his own life, this clause stipulates that the full payout made throughout the course of the policy will be repaid to the family in such

[25] Future Generali, https://life.futuregenerali.in/life-insurance-made-simple/life-insurance/does-term-insurance-plans-cover-suicide (last accessed on 23 March, 2023).
[26] ICSI, India, https://www.icsi.Edu/Media/Webmodules/Insurance_Lawandpractice.pdf (last accessed on 24 March, 2023).
[27] City Bank v. Sovereign Assurance Co, (1884) 32 WR 658.

a circumstance. 2014 saw changes to the plans, removing the suicide provision from all insurance contracts. Up until 2014, there has never been a claim for a suicide by an insurance. Nevertheless, modifications have been made since 2014 to cater for the difficulty and worries of the family members.[28]

If the insured's suicide was the actual cause of death, the applicant is entitled to full compensation, including full death benefits.[29] Before January 2014, the suicide provision was determined to be invalid, and no family claim was required. Both in India and in England, the situation is different. The beneficiary is not entitled to receive the policy in situations when the insured commits suicide or is put to death for a crime in England, if it is easy to put the two on the same aircraft. In India, life insurance plays a significant role in large philanthropic funds formed, primarily for the unfortunate spouses and children. But, life insurance is not purely charitable. Wives and kids have frequently contributed large financial, labour, and sacrifice contributions to the life insurance fund. Prior to the crime being committed, their claim to the fund became vested. What should it matter if the insured person died due to his own fault, the fault of a stranger, or an accident? In this context, it must not be forgotten that life insurance policies are frequently used in the market to get loans. The instrument's economic worth will be severely harmed if an assignee's rights to value are likely to be terminated by circumstances, he has no control over.[30]

II. Suggestions and Conclusion

If the insurance proceeds are not accessible, it is against the public interest for individuals who see no other way out of financial difficulties other than by committing suicide. Life insurance performs a sacred and crucial function against the possibility of death and the like. Suicide-related life policies or a suicide clause challenge Indian government policy in addition to legalising one's life. Adopting suicide regulations would encourage commercial suicide in cases of willful self-destruction. Several similar media initiatives failed to engage Indians with the legal system and decision-makers. Regrettably, the researcher was unable to locate any instances that are now before the Supreme Court of India that contest the legitimacy of suicide provisions where the policyholder committed suicide due to societal or commercial pressure.

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[28] Prevention and Treatment of Anxiety, Depression, and Suicidal Thoughts and Behaviours Among College Students https://store.samhsa.gov/sites/default/files/pep21-06-05-002.pdf (last accessed on 24 March, 2023).

[29] Does Life Insurance Pay for Suicidal Death?, https://www.kotaklife.com/insurance-guide/about-life-insurance/does-life-insurance-pay-for-suicidal-death (last accessed on 24 March, 2023).

[30] OECD Policy Responses to Coronavirus (COVID-19), *Responding to the COVID-19 and pandemic protection gap in insurance*, https://www.oecd.org/coronavirus/policy-responses/responding-to-the-covid-19-and-pandemic-protection-gap-in-insurance-35e74736/ (last accessed on 24 March, 2023).

Another scenario includes suspicion of a financial institution or beneficiaries of the programme who are family members of the insured, which is illegal according to the IPC. It is true that this is an offence, but the police and investigating authorities had trouble coming to any conclusions because no one was really agitated by the situation. As the insured's representatives profit from the situation, it would be counterproductive for them to support those claims. The presumption that contemporary living arrangements provide suicide provisions in the event of purposeful death does not excuse the behaviour if someone delayed one or two years before committing suicide. For the happiness of their loved ones, those who are in the middle of a financial crisis should commit themselves rather than continuing to live in sorrow. Insurance is not a big motivator for suicide, but for those who are already struggling, knowing that their relatives would get compensation for their passing may be more persuasive. Similar to other insurance firms across the world, life insurance plans in India have a suicide clause. It refers to the payment or refund of premium to the beneficiaries in the event that the insured kills himself while in a sound mind within the one- or two-year time frame specified by the policy. Yet, the policy would be paid to his beneficiaries or agents if he killed himself despite doing so knowingly and in good conscience. Assuming that no one can plan to commit suicide and wait for such a period of time does not suffice the legality of the enforcement of life policies in such cases, the practise of paying the proceeds in the event of an intentional suicide by the insured after the allotted period of time is justified. On a contractual level, the claim would be denied because the guaranteed cannot be held responsible for his own loss, and on a larger scale, the claim would be rejected because the law will not let the assured to profit from his own illegal activities. In a scenario where the insured intentionally destroyed him while in a sound state of mind to get the policy's earnings for his or her legal representative, the extent to which executing the insurance contract against the insurance company or the insurer standing can be legally justified. In India, it is against official policy to enable life insurance funds to be distributed to beneficiaries and creditors in the event of purposeful suicides for policy proceeds, and doing so would also encourage more professionally organised suicides. The distinction between suicide and murder of a person who has significant quantities of money as insurance property for the beneficiaries or creditors is exceedingly difficult to prove via inquiry. Therefore, it would be morally wrong to violate someone's personal integrity for the sake of a select few financial interests.

Regardless of what the needs of the sympathetic scenario may be, the current legal procedure in the aforementioned circumstance has to be changed to exclude the benefit to the beneficiaries and legal representatives of the life insured. It would go against the fundamental tenet of criminal law—that no one should profit from their own crime—to deny this. Due to the growing concern for the safety of other family members, there is a likelihood that the legislation relating to the suicide clause will be applied globally in the future years.

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