LIFE INSURANCE AND SUICIDE

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# abstract

Life Insurance means risk cove from certain contingencies. Life insurance policy is a contract between the policyholder (assured) and the insurer (insurance company), where the insurer promises to pay a designated beneficiary a sum of money upon the death of the insured person. In return, the policyholder agrees to pay a particular amount (at regular intervals or in lump sums).

Suicide means a wilful and intentional act on the part of the self-destroyer. It includes every act of self-destruction. The position of England and India is different in case of executing a life policy of a person who has committed suicide with a sane mind. This paper examines the development of law and policy in relation to claims on a life insurance policy where the assured or insured has committed suicide after the commencement of the policy and the effect of suicide clause in a life insurance contract and does the present practice of insurance companies to insert a suicide clause in life policies, indirectly promotes commercial suicide in certain cases.

# introduction

Change is inevitable and constant but growth is optional. We live in a developing society where change is both inevitable and constant. Therefore, fast adapting to these changes is very important for one’s own survival. After fulfilling his daily needs man tends to buy property

and other material things in order to live a happy and prosperous future. It has also become a very popular mode of investment. Ownership of any property can be brought by paying its present value. However, ownership, mostly, accompanies the factor of risk.

The thumb rule of ownership is that Risk is always involved in it. This has been the point of fear in the life of many people. Thus, for evading the risk man has taken various steps. This, lead to the invention of the concept of insurance. In order to secure the property, the owners insure it. Hence, it can be safely concluded that Risk is the major cause of birth of insurance as a business.

The insurance company works as a protector in case of any misfortune happened with the insured goods. The concept of insurance is not new; its actual origin is, however, lost with time. Traces of very crude concept of insurance can be seen in early societies. The most advanced of those were that of Babylonian and Chinese systems. In India, though there were traces of insurance system during ancient times, but the modern concept of this system was introduced by the Britishers during their term in India. This system gradually evolved to the system which we follow today.

Insurance as a business has a very wide scope and has been made compulsory in various departments by the government of India as a part of risk cover and safety of both the insured person and any injured third party. Insurance policy can be defined as a contract between the insurer (say *Insurance Company)* and insured (say *Policy Holder*) person in which the insured agrees to pay certain amount of consideration (say *Premium)* at regular intervals against the promise that the insurer will pay a certain amount in case of happening of an uncertain event which is specified in the Contract. This policy contains all the types of risks covered by the insurer, amount of premium, maturity of policy, exclusions (if any), other terms and conditions.

In case of Life insurance policy, the insured subject is the life of an individual person. Business of Life insurance has become very popular recently. In life insurance business, insurance contract is done on the life of human. The insurance company is liable to pay a certain amount of money in case the insured dies of the perils against which he or she had insured in the policy terms. However, certain general exclusions had been made by the insurance companies in order to escape their liability in certain cases such as; death by suicide.

In the case of *Dalby v London and India Life Assurance Company*[[1]](#footnote-2), Life insurance can be defined as “a contract to pay a certain sum of money on the death of a person on a consideration of a due payment of a certain annuity for his life calculated according to the probate duration of life”

## life insurance: an overview

Life insurance helps in stabilizing economic life of the insured person. It also supports the development of the insurance industry by providing them with capital for development of its infrastructure and social security. it also helps in boosting the confidence of people as they can invest and live life a lot more freely without fearing any form of loss. It can be said that insurances help persons in taking risks which are necessary. Insurances are treated as economic institutes because their main purpose is to end uncertainty of risks.

This said, one can say that investments are very necessary for the economic development of nation. The very existence of risks is the reason for hindrance in investments by many. Insurance works in removing the fear of various potential investors. Mostly it is seen that banks and other financial institutions also provide financial loans only to the persons who have property which is insured by mainstream insurance institutions.

Insurances are of many types, most important of which are whole Life Insurance, endowment insurance, annuity insurance, two-year temporary insurance etc. life insurance is a contract about the human life. In layman’s terms, Life insurance can be explained as an insurance contract in which the human life is insured by payment of a fixed amount of premium by the insured person. It usually says that if the insured person dies prematurely then his legal representative will get the policy amount either in lump-sum amount or in instalment, as written under the insurance contract or if the insured does not die before the maturity of the insurance policy, then he will get the policy amount in his old age.

As of now, salient features of the insurance policy are not widely known in India as they must be. But various rules made by the government such as tax benefits, mandatory insurance taking policy for taking loan. However, regulatory legislation is made in India for dealing with various issues related to Insurance policy violations in India.

The ingredients of life insurance are listed below;

1. contract between 2 parties.
2. insured old life
3. tax concessions
4. protection from certain risks
5. payment after expiry of particular time or on death

The most important benefit of life insurance is that the family members of the insured does not have to go to other persons for financial help. The main purpose of having a life insurance policy is to secure the life of dependents, in case the premature death of the insured, his dependents will not suffer financially. At times the insurances are also treated as security for commercial loans.

There are certain cases or deaths against which insurance claims cannot be demanded from the insurer. The most common example of such types of death is death by suicide or killing of one’s own self. Most insurers do not accept claims for deaths by suicide. However, it must be understood that the suicide clause given under the insurance act had been amended in year 2014. So all3 the old policies which are made before 1st April 2014 follows the old suicide clause, whereas the new policies follow the new insurance clause.

The new suicide clause states that claim cannot be made if the insured person dies before the end of one year of taking the policy then insurance cannot be claimed by the insurer.

## when insurance can be claimed

Life insurances are based on happening of a specific uncertain event which is pre mentioned in the insurance contract. Thus, the insurance claim can be made only when the insurer dies of that particular event or events which are mentioned in the insurance contract. Only in these particular cases the legal representatives of the insured can claim insurance amount.

One thing which must be understood that it is of utmost importance that the contract is enforceable in nature. Thus, at first it is generally immaterial to know the mode of death of the insured. Only those contracts which are enforceable under the eyes of law are valid. Section 10[[2]](#footnote-3) of the Indian contract act, 1882 tells us which contracts are valid. Thus, any contract which tells us that the contracts which are against the public policy are void. Those contracts whose object are against the public policy are not enforceable in the court.

Life insurance is based on the principle that no cause of action can be arises out of wrong. There are two types of exceptions to this principle;

1. the insured has died because of any criminal act done by the insured person himself.
2. Insured had died because of suicide
3. If any insured person dies of any wilful misconduct which is done by the insured himself then life insurance cannot be claimed. This is a cardinal rule not only in the case of life insurance but in all types of insurance. For example, in case of motor vehicle insurance if the accident of the vehicle happens by the misconduct of the owner himself then he cannot claim the insurance. Similarly, if the fire has happened because of wilful misconduct of the insured himself then he cannot make claim from the insurance policy.
4. If any act or omission is done by the insured himself which his punishable by capital punishment, and he is given death punishment by the Court then it will be assumed that he had bought death on himself and the cardinal rule is that no person can gain profit from any wrongful act, this also debars the insured person from recovering from the insurance policy.

Suicide is also considered as a public wrong, thus, when any person commits suicide then it is also considered against the public policy, therefore the claims made because of suicide deaths are called as void. In such cases, it was pointed out that it would be contrary to public policy to insure a man to benefit upon his death, by the hands of justice.[[3]](#footnote-4) Death resulting from illegal operations or death in a fight or duel falls within this principle and the insurance company is absolved from liability in such cases.

## suicide: crime or not?

In case of life insurance, claim is made only the insured person had died of circumstances mentioned under the insurance policy. The concept of insurance is solely based on happening of a risk. In this case, the risk can be from disease, negligence, wilful misconduct either by the insured himself or by any third party or by accident etc. if the insured dies of the event against which he had insured under the insurance policy then his dependents can claim insurance.

If the insured had died because of any risk against which he had not insured or because of his wilful misconduct, then the liability of the insured person ends.

It had been concluded by various courts that if a person is murdered by any third party, then insurer will be liable to pay money to the insured’s dependents or legal representatives. However, in case of suicide, the claim cannot be made by the insurance policy.

During earlier times, suicide was considered as a crime by most societies around the world. they believed that life is given to every person by God, and therefore, humans do not have right to take their life. The legal Latin term *felo de se* was used for explaining the criminal act of suicide.

The Athenians used to punish the persons who commit suicide. The punishment was given to the person even if he was dead. They used to mutilate their hands or seize the property of the person who have committed suicide. During those times suicide was considered more as a choice rather than mental condition. Similar attitude was seen in early English societies where committing suicide was considered as a crime.

The term *Felo de se* itself means ‘Felon of himself’. If any person had been found guilty of committing suicide, then he is used to be punished. Mostly, either, their properties were seized by the court or they were given shameful burial. In Legal commentaries written by William Blackstone on Law of England, suicide was regarded as a criminal offence. He stated that it is like self-murder and must be punished harshly.

The legal point is that if the death was caused by the insured person himself. When he was sane, then it will be called as a criminal act. This used to end the liability of the insurer towards the insured person. The ground which was stated in such cases was that no person can benefit from wrong.

In the case of *Beresford vs Royal Insurance Co. Ltd*.[[4]](#footnote-5) one Major Rowlandson had brought five life insurance policies of £50,000 in year 1925. He used to pay regular quarterly premium amount of £450. Later he became insolvent. He had borrowed around £60,000 from friends and other people. Along with this, he had taken £6791 from respondents in exchange of insurance policy as security. He was neither able to repay premium amount nor the borrowed money.

Later a final extended date of repayment of loan amount was given to him. However, he committed suicide on the date of repayment of loan amount. After investigation it was found that he purposefully committed suicide so that his debt can be repaid by the insurance policy.

There were two main issues which were raised in this case. The first issue is that it is the court’s duty to enforce contract, second issue was that no man must be allowed to get benefit from any crime. It was held by the Court that validity of any contract is very important and that the rule of public policy does not mean that the plaintiff cannot recover the amount. The court gave decision in favour of the plaintiff.

In appeal, the court held that it would be against public policy to allow the plaintiff to enforce the contract and then gave decision in favour of plaintiff. Further they also said that the court would not help the plaintiff to enforce a contract in which the plaintiff wants to take benefit of any crime committed by him.

Then the case was taken to the House of Lords. They upheld the decision of Appeal Court and stated that it has become very important to discuss the effect of suicide on insurance policies. The question which was raised was that whether such contracts were enforceable in court. It was found that they were not enforceable by courts of law. The principle followed was, “It appears to me that nosystem of jurisprudence can with reason include, amongst the rights which it enforces rights directly resulting in the person asserting them from the crime of that person.”

Further Lord Atkin said in the judgement that no man can come to Court for availing benefit from any crime committed by him. Intentional suicide is strictly considered as a crime under the English law. This was the reason why the contract was considered as unenforceable by the court. Further it was also said that if the benefits of the insurance is paid to the representatives of the insured person then it will be equal to giving benefit to the criminal from his own crime and this is contrary to the law.

This decision gave more strength to the ordinary interpretation of general suicide clauses in England. Certain basic rules were made such as if the assured commits suicide after end of restrictive period then the beneficiaries can make claim from the insurance company. In such case the company cannot deny benefit to the insured person’s representatives on the basis of violation of public policy. However, the insurance company has every right to refuse payment if it is found that the insured person has committed suicide with sound mind and with intent to cheat the insurer.

Gradually, change was observed in this attitude. It was made official by the authorities when the Suicide Act of 1961 was made. It abolished the law which considered suicide as a crime[[5]](#footnote-6). Though, with the recent changes suicide had been decriminalised, but if any person abets, aids, procure or counsels the suicide of any other person then he was considered guilty for offence and will be punished for it. This view of suicide is present in England. However, in India, law related to suicide is different. Both committing suicide and attempt to suicide is not a criminal act in India.

If we look at the detailed history of cases related to life insurance and suicide, then it can be easily observed that many attempts have been made for criminalising self-murder or suicide. If the mode of death is criminal, then no benefit will be given to representatives of the insured person.

Generally, an insured person is protected against the risk for which he had taken insurance policy if he had not taken the insurance policy with intention to bluff the insurance company. It is assumed that the insured person will not have any intention to commit suicide in future. The provision which is present in the insurance policy is that if the insured commits suicide within a particular time period of taking suicide policy then his representatives will not be able to claim insurance money.

The minimum time period of applying suicide clause is mostly one year or two years of taking insurance policy. It is said that this clause is made by the insurance company is to stop people from committing suicide. Though the main question which can be raised is that whether a person is in such mental condition that he wants to commit suicide then will such restriction on insurance policy will stop him? The chances of this is very unlikely. It seems that the real intention of insurance policy behind this clause is to prevent people from misusing the life insurance policies and also to make profit.

## India’s view on suicide

The Indian Courts do not follow the Beresford’s case rule. Committing Suicide is not a criminal act in India, thus, the rule laid down under Beresford’s case cannot be applied. Similarly, the Common Law Rules of England is not followed in India and the Indian Criminal law, the Indian Penal Code, 1860 (herein after IPC,1860) do not criminalise Suicide and thus, there is no punishment for committing suicide. This makes the insurers liable towards the insured persons even in cases related to suicide.

In India, attempt to suicide was made a punishable offence under section 309[[6]](#footnote-7) of IPC,1860. But with introduction of the Mental Healthcare Act, 2017 and Rules[[7]](#footnote-8) the provision under sec 309 has been effectively decriminalised. but section 306 under the IPC, 1860 talks about abetment of suicide, it is punishable. Commission of suicide itself does not makes the person liable for any punishment. Now, suicide is not regarded with shrewdly by public at large. Mostly if anyone tries to commits suicide and he or she survives then they are given counselling instead of punishment.

In one case the insured died by hanging from the rope, it was at first assumed that he had committed suicide. But medical tests revealed that he had dies because of less supply of oxygen because of constricting of wind pipe or asphyxia, however, there were no sufficient proof that he died because of suicide. Further, one important proof suggested that the person was murdered. Thus, because of lack of sufficient proof, the Court decided that it would be improper to deny the insurance claim to father of the deceased on mere doubt that the deceased committed suicide.

Similarly, in the case of *Northern India Assurance Co. v. Kanhayala*[[8]](#footnote-9) an insurance contract was made which said that the policy will be declared void if the insured person committed suicide before completion of one year of policy. The insured later assigned that policy over to his son. He ran that policy for 13 months and then killed himself after finding his wife’s infidelity. His son claimed the insured amount. The court upheld the son’s claim on the ground that suicide is not a crime under Indian Law.

Another important question is whether suicide violates public policy.

The answer to this was given by the Court in the case of *Scottish Union and National Insurance Co. vs Jahan Begum*[[9]](#footnote-10), in this case there was an insurance company who advertised that they do not have any suicide restriction in their policies and they will allow claims even in those matters in which the insured have committed suicide even after payment of only first few instalments.

In this case the insured had taken policy on august, 1935. He duly paid certain premium instalments but because of some domestic problems, first murdered his wife and then he committed suicide by shooting himself. His dependents claimed insurance, but the company refused the claim. The Court said that the insurance company clearly advertised that they do not have any suicide related restricts in their policies, and they will allow claims even if the insured person committed suicide after paying only certain premium instalments, thus, they cannot go back on their claim. Further, the Court also held in this case that Suicide does not violate public policy in India.

## exceptions under law

Generally, one clause is included in the policy which says that if any third party has taken any bonafide interest for consideration. Then he can recover that amount but not more than sum assured. If there is a bonafide assignee, then he is only under equities towards which the assigner was liable on the date of assignment. This benefit is, however, not applicable towards people who had got the interest in policy by operation of law, voluntary assignment etc.

## How suicide affects execution of Life Insurance?

Normally, suicide is an exception to insurance policies. The main reason behind this is that if the insurer allows this exception then there are high chances that people may deliberately commit suicide for insured amount. Usually suicide clauses are inserted in insurance policies, but what about the situations when the suicide clauses are not mentioned in policy and despite the fact that the insurance policy had been taken by the insured person with genuine intention, but he later commits suicide.

Then what will be the liability of the insurer? Will he be able to avail the benefit of suicide clause, as he would have if the suicide clause had been mentioned under the policy?

The case is different in both Indian law and English Law. In English Law, suicide is considered as equal to crime. Thus, if any person commits suicide then his beneficiary will not be able to make claim in the insurance.

However, in India, Life Insurance is often considered as a Charity, but in reality life insurance is a business. It can be understood that life insurance does help the dependents of the insured person, but only when the insurance policy contact is properly adhered to. Life insurance companies makes its policies in such way that they benefit them and their shareholders. To them, the dependents of the insured are someone who will get benefit if the insured person dies. At times it is seen that contribution is made by the wives or children of the insured person. Their title in the amount starts right from the moment when first premium is paid.

Another thing which must be considered is that the life insurance policy is taken by the insurer so that their dependents do not have to go to anyone else after his or her death. Thus, it must not make any difference that the person dies because of suicide or murdered or by accident.

Further at times, the life insurance policies are also used for taking loans from various agencies. The presence of conditions, which are entirely out of control of the insured himself, will only diminish the value of life insurance as a guarantee for loan.

## the suicide clause under the insurance act

The suicide clause is excluded in most insurance policies for excluding risks faced by the insurance companies. Certain conditions are in general imposed by law so that moral and physical hazards can be removed from the policies. These are general limitations which are provided so that they can be directly referred to when any such condition arises. Moral hazards are those by which the insured person can increase risk of loss or bring loss to the insurance company. It means the wrong intention of the insured to buy policy and then make profit from it.

The problem in life insurance is simple, the company will suffer loss if the insured person’s life ends. Normally untimely death of any person happens when insured either ends his own life i.e. Suicide or when someone else ends insured’s life i.e. murder. At times it is seen in many cases that assured person commits suicide in order to gain the insurance amount.

Similarly, many times close relative of the insured murders him to gain insurance amount. Situations such as these are not only morally harmful towards the society but are also harmful to the company’s economy. Therefore, to evade such risks, these companies creates a number of devices. One such method is that the companies does not allow claims in case of death by suicide. They depend on the common law method for defeating claims when the insured person gets murdered.

The suicide which is mentioned in insurance policy documents is;

“if the life assured commits suicide within one year from the date of commencement of risk or date of revival if revived, whether sane or insane at the time, the policy will be void and no claim will be payable”[[10]](#footnote-11)

## BEFORE AMENDMENT OF 2014

Generally, suicide clause declares insurance policy as void. The premium payments get lapsed and the position of insured and their dependents becomes null. Thus, the situation gets far worse than before commission of suicide by the insured person.

Standard rule says that all claims will not be considered if the insured commits suicide within 12 months of starting the life insurance policy. All the policies which have commenced before 1st January 2014 have to follow the old suicide clause while other policies have to follow the new suicide clause.

### LIC’s Suicide Claim Clause:

“*This policy shall be void if the life assured commits suicide (whether sane or insane at the time) at any time on or after the date on which the risk under the policy has commenced but before the expiry of one year from the date of commencement of risk under this policy and the corporation will not entertain any claim by virtue of this policy except to the extent of a third party’s bonafide beneficial interest acquired in the policy for valuable consideration of which notice has been given in writing to the branch where the policy is being presently serviced (where the policy records are kept), at least one calendar month prior to death*”[[11]](#footnote-12)

## Private Life Suicide Claim Clause:

*“If the life assured commits suicide within one year from the date of commencement of risk or date of revival if revived, whether sane or insane at that time, the policy will be void and no claim will be payable.”*[[12]](#footnote-13)

## AFTER AMENDMENT

The law related to suicide clause had been amended mainly for the benefit of the policy holders, for removing the various ambiguities arising out of this regulations and to prevent its misuse by both insurer and insured. According to IRDA (Linked and Non-Linked Insurance Products) Regulations, 2013, if the insured dies because of suicide and that too within 12 months of stating of policy, then

* In case of Non-Linked Plans – the nominee will get minimum 80% the premium amount which is paid by the insured. He will also get the minimum amount of surrender values or policy-account value, which was available by the day of his death.

This plan is given by the Aegon Life Insurance iTerm Plan which states “If death occurs due to suicide within one year from the date of inception of the policy or within one year from the date of reinstatement of the policy, the nominee or beneficiary shall be entitled to 80% of the premiums paid, provided the policy is in force.”[[13]](#footnote-14)

* In case of Linked Plans– the nominee will get fund value or the policy-account value which is present on the day of insured’s death.

## situation today

Ever since the concept of insurance has been introduced as a business, it has prospered enormously. Insurance protects persons and things from various risks and this ability of insurance has made it very popular among masses. Life is a very valuable thing, thus, the concept of life insurance had been developed. As it seems, life insurance insures the life of the insured person. If the insured person dies, then life insurance policy works as an assurance that his dependents will be able to avail benefit from the insurance claim. This, is though a noble concept, but many persons have tried to take its wrongful advantage. Persons have bought life insurance policy and then committed suicide in order to solve their monetary insolvency or other financial problems.

With each passing day the way by which life insurance policies are handling suicide these days are becoming sophisticated. Many policies are even entirely eliminating the suicide clauses. Many insurance companies are to believe that mere suicide clause are not enough to stop persons who are high risk of committing suicide.

Another reason behind this is that with scientific advancements, suicide is now considered as medical condition rather than a rash choice. Advanced medical and psychological studies helps us having a deeper understanding of suicide. It tells us that the person who are at verge of committing suicide are not criminals, they need special care and attention to get rid of such thought.

However, another aspect of life insurance is that some people may knowingly kill themselves for gaining some advantage. This can be called as suicide-fraud. It must be understood that if any person tries to commit fraud by self-harming then this is wrong and it must be stopped. The main reason why suicide clause is made is to discourage suicidal thinking and also to remove the chances of persons taking undue advantage of this loophole in the insurance policies.

Now-a-days, cases of commercial suicides have been increased. Many micro finance companies or institutions (MFIs) provides loan to rural people and if they are not able to repay the loan then company agents instigate them to commit suicide so that their loans can be repaid. Many such cases are seen in which suicides can be linked to microfinance institutions. There are many such instances when people or companies misuse the life insurance policies.

Amended laws related to suicide is that life insurance must now include deaths by suicide if the death is caused after ending of a ‘reasonable’[[14]](#footnote-15) time period. It is believed that a sane person will not buy life insurance policy for committing suicide after ending of the reasonable time period. This view works in two ways, firstly, it protects the rights of those dependents who have truly suffered because of untimely death of the insured person, and secondly, it also works for discouraging suicide.

# conclusion

Today we have come a long way from the brassbound thinking society towards a way more advanced society. A few decades back suicide was considered a social wrong, people used to shun the family of the person who committed suicide, their property was forfeited by the government and the person who committed suicide was given a shameful burial post-obit. Thus, a kind of social stigma was followed with commencement of suicide by any person. Now, as our society has evolved, so has its view and stand over various sensitive topics.

Now, if a person commits suicide, then their family is not treated as an outcast. They are given sympathy and authorities try to find proper cause as to why the suicide had taken such disastrous step. Various helplines have been started by the government for helping people who are suffering from depression and suicidal thoughts. Now, suicide is considered as a problem which needs to be resolved with care and compassion rather than with punishment.

Life insurance is a way by which a person is able to cover the life’s risk. It must be used a mechanism to cover risk. But when persons use this method as a way to get out of their financial problems then it violates public policy. Related cases have been seen at many times. At times it is said that by executing suicide polices, we are promoting suicides. Many cases in this regard have been brought up by the media, but they did not caught attraction of the lawmakers.

In many cases the misuse of life insurance policy has been seen. For instance, it is seen that the financing institutions insures the persons who have taken loan from them and then they instigate them to commit suicide if they are not able to repay the loan. There are many cases in which the suicide of victim is linked to Microfinance institutions (MFO). These cases led us to believe that that instead of completing the noble cause for which suicide clause have been made, it is being used as an instrument by institutions and some anti-social people to complete their financial needs. There are no proper clauses where such persons or institutions can be punished. The only legal remedy which are available are those present under criminal law.

The founding stone on which the suicide clause is built is that no person will intentionally wait for one or two years and then commit suicide just for gaining benefit of the insurance policy. However, it is mostly seen that if persons find themselves in financial crisis then times the commit suicide so that their family members can avail the benefit of the insurance policy after their demise. They may consider committing suicide as an easy way out. In such case life insurance policy plays as a motivation to commit suicide.

The only way to prevent misuse of life insurance policy is to properly check the role of beneficiaries and creditors in case of suicide of insured person. If there is any evidence of foul-play, then the benefit must not be disbursed. Proper methods must be devised for preventing commercial suicides. Such suicides are naught suicide but murder in disguise.

Thus, the present law is, though, made with intention to prevent suicide but its rampant misuse makes it ineffective. Therefore, it is imperative that the lawmakers look through the present policy and make suitable laws which both prevent suicide and end all the loopholes which are present in present law.

1. 5 [↑](#footnote-ref-2)
2. . [↑](#footnote-ref-3)
3. [↑](#footnote-ref-4)
4. [↑](#footnote-ref-5)
5. [↑](#footnote-ref-6)
6. 309. Attempt to commit suicide: Whoever attempts to commit suicide and does any act towards the commission of such offence, shall be punished with simple imprisonment for a term which may extend to one year or with fine, or with both. [↑](#footnote-ref-7)
7. Notwithstanding anything contained in section 309 of the Indian Penal Code, any person who attempts to commit suicide shall be presumed, unless proved otherwise, to have severe stress and shall not be tried and punished under the said Code. [↑](#footnote-ref-8)
8. (1995) 2 SCC 539 [↑](#footnote-ref-9)
9. AIR 1945 Oudh 152 [↑](#footnote-ref-10)
10. Harjotsingh Narula, What is Suicide Clause in Life Insurance; http://www.comparepolicy.com/blogs/suicide-clause-life-insurance/ [↑](#footnote-ref-11)
11. Dr. S.R. Myneni, Law of Insurance, 93 (2nd ed. 2015) [↑](#footnote-ref-12)
12. Harjot Singh Narula, How Life Insurance Company pays Claim in Suicide Cases?, http://www.policywala.com/how-life-insurance-company-pays-claim-in-suicide-cases/ [↑](#footnote-ref-13)
13. Dr. S.R. Myneni, Law of Insurance, 133 (2nd ed. 2015) [↑](#footnote-ref-14)
14. At least after 2 years of taking life insurance policy. [↑](#footnote-ref-15)