

Life Insurance of Live-in-Partners: Time to address the Elephant in the Room

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Abstract

“If a Child, a spouse, a life partner, or a parent depends on you and your income you need life insurance”

The famous quote by Susan Lynn Orman, American Financial advisor & Author very well explains the importance of Life Insurance. If you have financial dependency from your child, spouse, a life partner or a parent then you need to have a Life Insurance considering the uncertainties associated with one's life. On one hand while the quote is stressing on the importance of insurance on one's life, on the other it raises so many debatable questions because of the use of the word Spouse as well as Life Partner. The question of Life Insurance becomes more important in light of the changing dynamics of the institution of marriage and present generation's shift towards Live-in-Relationship. The Paper aims to analyze the insurable interest concept vis-à-vis contemporary issue of allowing partners to insure each other's life in case of a Live-in-Relationship. The paper also focuses on the current situation of insurance sector for couples in Live-in-relationship along with suggestions and solutions for the same.

Keywords Marriage, Spouse, Partners and Insurable Interest

Introduction

The basis of humanly existence is dependency on each other which could be in terms of monetary, emotional, physical and psychological dependency. On one hand, dependency nurtures the

civilization on the other hand, when the person on whom people are dependent either dies or is rendered incapable to take care of dependants, it creates a situation of crisis. The crisis, though inevitable by nature can be mitigated by

using the mechanism of Insurance which works as a means of Social Security¹ and mechanism for mitigation of loss.

The *prima facie* understanding of Insurance gives a hint towards Wagering agreement wherein one party either wins or loses. A contract of insurance is different from a wagering agreement in that the latter provides for the protection of the insured's interests in the event that the insured loses. Relationships between an insured and the insurance's subject are referred to as Insurable Interests. There are various parameters which determine the existence of insurable interest

1. Dependency or/and
2. Love and Affection
3. Or both

For example, for the purpose of Life Insurance in India, the presumption is that out of Dependency and Love & Affection, Spouses on each other's life, Parents on Children and vice versa etc are some of the relationships which enjoy the sanctity of Insurable Interest and are allowed to insure each other's life. However, it's not the same in all the cases of dependability or Love & Affection e.g. in Indian Jurisdiction, Live-in-relationship is one such example where partners despite living on similar patterns of a Husband and Wife sharing the household and satisfying the requirement of dependability & Love and Affection, are currently not allowed to insure each other's life thereby raising

several issues with respect to the future and social security of those partners.

While when it comes to married couples, it's presumed that insurable interest exists and they are ipso facto allowed to insure each other's life and secure the future, on the other hand in Live-in-Relationships in India, despite being into a relationship of love & affection and/or having dependency on each other, the general rule bars such partners from taking Life insurance on each other's life. The Hon'ble Apex court while taking into consideration the changing societal matrix, has granted legal validity of the Live-in-Relationships in India in certain specific matter like Domestic Violence Act, Succession etc, however, the matter hasn't been discussed pertaining to the insurability of Partners on each other's life.

The Paper aims to identify the current legal positions with respect to the *sine qua non* of Insurance i.e. Insurable Interest vis-à-vis the changing matrix of Society in form of Live-in-relationship. The Paper also focuses on Legal & Social challenges and impediments in India with respect to the allowing of Partners in a Live-in-relationship to avail Life Insurance on each other's life. Lastly, the paper discusses the importance of insurance in such cases, measures to be taken to mitigate the challenges and the recommendations thereto.

¹ KRZYSZTOF, OSTASZEWSKI. "THE SOCIAL PURPOSE OF INSURANCE AND WHY IT MATTERS." Accessed October 30, 2022. <https://huichawaii.org/wp-content/uploads/2018/01/Ostaszewski-Krzysztof-2018-AHSE-HUIC.pdf>.

Research methodology

The Paper is based on Doctrinal Research wherein various books, judgments, regulations, insurance policy documents and articles have been analyzed. The primary focus of the paper is to analyze and comprehend the laws, cases, policies and news pertaining to a live-in relationship in India and understanding the dynamics of this new social order vis-à-vis Life Insurance sector, specifically the concept of Insurable Interest in India.

Lastly, with respect to the problems being faced by those who voluntarily embrace this emerging trend of cohabitation i.e. Live-in-Relationship, the paper discusses the possible solutions for making the Life Insurance available to such couples in light of the current legal system, especially the precedents set by Hon'ble Apex Court in India.

Scope and Limitation of Research

The issue of insurable interest with respect to the Partners in a Live-in-Relationship is a challenge that India is facing currently due to increase in the number of people opting for informal set up of Live-in-relationship as compared to formal and legal institution of Marriage. While some of the issues pertaining to Live-in-relationship have been resolved by the courts in India and certain specific rights are conferred on such partners, however Life insurance of such partners is one area that still remains to be addressed.

Considering the various limitations of research like resources and word limit constraints the jurisdiction of the research is limited to India only. Secondly, though the Partners in a live-in-relationship could belong to the same sex also, but the research is limited only to partners belonging to opposite sex. Lastly, even Live-in-Relationship could be of various natures, the paper is limited to studying the relationship wherein the partners are not married but cohabitation is in nature of domestic household contrary to temporal relationships only for specific purpose/s.

Life Insurance in India- General Introduction

Life Insurance is the Contract of Insurance that one takes either on one's own life or on someone else's life in whose life the person has insurable interest. The Life under the Life Insurance could be of Human as well as non-human like pets and Cattles. While there are certain relationships that are considered as having insurable interest in each other's life and are allowed to take Life insurance on each other's life, there are some other relationships which do not have such rights.

In general, the following couples share an unwavering interest in one another's life:-

1. Husband and Wife on each other's life
2. Parents' perspectives on the lives of their offspring, including

legally adopted children, and vice versa .

3. Creditor solely to the debt's maximum amount over the debtor's lifetime.

Some of the relationships which generally don't have insurable interest in each other's life but in case of any financial dependency they are allowed on a case to case basis:-

1. Grand Parents on life of Grand Children and Vice Versa
2. Uncle/Aunt on life of Niece/ Nephew and Vice Versa

Following are some of the relationships which irrespective of the dependency don't qualify for the insurable interest requirement:-

1. Friends on each other's life
2. Cousins on each other's life

The legal threshold of allowing certain relationship and disallowing others lies in the basic concept of Insurable Interest, the absence of which in any Contract of Insurance renders the same wager, hence void.²

INSURABLE INTEREST

The first and most important requirement in the validity of an insurance contract is insurable interest. This is defined by E. W. Patterson, a prominent jurist.

“The term “insurable interest” refers to a connection between the insured and the event being insured against, where the insured would suffer significant loss or injury of some kind in the case of the occurrence of the event.”³

The landmark decision *Castellain v. Preston* established the rule that “an insured's insurable interest is the aim of the insurance and that only those who have an insurable interest can collect” (1883). It was not necessary to have a financial or emotional stake in the topic of an insurance policy in order to be reimbursed under one before to 1745. Even in the lack of an interest, insurance is not prohibited under English common law, according to Roche J.⁴

Although it did not use the phrase explicitly, The Marine Insurance Act of 1745 introduced the idea of an insurable interest. Later, the Life Assurance Act of 1774 made contracts for life insurance without insurable interest unlawful. The Maritime Insurance Act of 1906 further states that contracts for marine insurance that lack Insurable Interest are void.⁵

According to the Marine Insurance Act of 1963, the situation is the same in India.⁶

The landmark definition for Insurable Interest is provided in the case of *Lucena vs. Crawford*⁷ by Justice Lawrence as:-

² Section 30, Indian Contract Act, 1872

³

⁴ *Williams vs. Baltic Insurance Association of London*, (1924) 2 KB 282 (n.d.).

⁵ Section 4 Marine Insurance Act 1906

⁶ Section 6 Marine Insurance Act, 1963

⁷ (1806) 2 Bos & PNR 269

Interest is defined as “having some relation to, or concerning, the subject of the insurance; which relation or concern, by the happening of the perils insured against. Interest does not necessarily imply a right to the whole or part of the thing, nor necessarily and exclusively that which may be the subject of privation.” The individual insuring might be negatively impacted to the point where it causes harm, loss, or discrimination. . And when a man is in a situation where he would be interested in the safety of a thing even if it were subject to certain hazards or dangers, such as when he had a moral certainty of profit or benefit. A person who is concerned about something’s preservation is one who is in a position to profit from its existence and suffer harm from it being destroyed.

As per Justice Lawrence, insurable interest is a kind of relationship which could be over whole or part of the thing. The nature of the relationship is such that the insured is interested in safety & preservation of the thing and will be benefitted by the existence & prejudiced from its destruction.

Creation of Insurable Interest can take place:-

1. By the means of common law
2. By the means of contract
3. By the means of statue

The Concept of insurable interest can be seen to be working on the following two principles:-

1. The interest is needed to be enforceable by law

The relationship must be such which is enforceable by law in India e.g. as per Hindu Marriage Act a person is not allowed to marry second time if the first wife/Husband is alive.⁸

- A is legally married to B, as per the Hindu Marriage Act, 1955. A marries C subsequently. Here A can validly have insurance on life of B and Vice-versa, however as per the Insurance laws in India A and C can’t take Life insurance on each other’s life because the second marriage is not valid as per the law governing the Parties.

2. The principles of Insurable interest is based on certainty and not hope, however strong it may be.

This can be understood by taking example of Fiancées who are engaged and are to get married but till the date they are not recognized as husband and wife as per the law governing them, they do not acquire any kind of Insurable Interest in each other’s life. Similarly, *en ventre sa mère* i.e. child in the womb of the mother has property rights in India but for the purpose of Insurance Law there is no right meaning that Parents can’t insure the live of their child who is in the womb.

The definition by Justice Lawrence is the guiding light which is being followed in India but it is noteworthy that none of the relationships have been mentioned

⁸ Section 5, Hindu Marriage Act, 1955

or excluded specifically and every insured must qualify for the relationship as described. While certain relationship like parent- child, spouses etc have already got the Insurable interest in each other's life there are few other relationships which have to prove the existence of Insurable interest as defined in *Lucena vs. Crawford* like creditor – debtor, mortgagor-mortgagee. Live-in-relationship is one such relationship wherein it's the time to address the issue of insurable interest considering the inclination of today's generation towards the set up of such relationship.

In order to understand the insurable interest vis-à-vis Live-in-relationship in India first of all it is necessary to understand the legal position with respect to the same.

STATUS OF LIVE-IN-RELATIONSHIPS IN INDIA

Last few decades have witnessed a drastic change in the societal pattern in India where youth is embracing the western concept of cohabitation in form of live-in-relationship. Live-in-relationship as such has no statutory recognition or a legal definition in India but Courts in India time and again have granted various reliefs to the Partners staying in such relationship.

Simply, it could be understood as a walk-in and walk-out relationship⁹ in which the partners who could be of the same sex or opposite sex decide to live and

share the same household and in case of any kind of disagreement they may move out of the arrangement without following any formal legal procedure like it is followed in an institution of marriage.

In the case of *Badri Prasad v. Dy. Director of Consolidation (1978 AIR 1557, 1979 SCR (1))*, where a stay of 50 years as husband and wife was recognised, the Hon'ble Apex Court gave one of the first recognitions to such a relationship.

When a couple has lived together as husband and wife for a significant amount of time, Justice Krishna Iyer claims that there is a strong presumption of marriage. It is possible to refute the assumption, but doing so comes with a heavy weight. Law favours legitimacy and discourages stuttering.

Further, in the landmark judgment of *Indra Sarma vs. V.K.V.Sarma*¹⁰, while deciding the applicability of Domestic Violence Act, 2005 in matter pertaining to a Live-in- relationship the Hon'ble Apex Court held that

“a live-in relationship will fall within the expression “relationship in the nature of marriage” under Section 2(f) of the Protection of women Against Domestic Violence Act, 2005 and provided certain guidelines to get an insight of such relationships.”

⁹ Alok Kumar vs. State & Another 2010 SCC Online Del 2645 (n.d.).

¹⁰ (2013) 15 SCC 755

Further, the Supreme Court in *Vidyadhari v Sukhrana Bai*¹¹ made a precedent-setting decision in which the Court accorded inheritance to the offspring of the in question live-in relationship and bestowed upon them the status of “legal heirs.” In “*Indra Sarma vs VKV Sarma*¹²,” the Supreme Court¹³ it was highlighted that not all live-in relationships had the characteristics of marriage in them during the detailed discussion of the live-in relationship in comparison to marriage. In the present instance, it was determined that the appellant got into a live-in relationship with the respondent while being fully aware of that person’s marital status. Due to the lack of characteristics that are necessary and inherently present in a marriage, this relationship has not been recognised as one.

The Court further was bound to make following observations in this case:-¹⁴.

- *Such relationships have the potential to persist for a very long time and might result in a pattern of vulnerability and dependency. Given the prevalence of these relationships, it is imperative that women and any offspring produced as a consequence of a live-in relationship are given sufficient and effective protection.*
- *Legislation cannot, of course, encourage premarital sex, but since*

these relationships are frequently highly intimate, both supporters and opponents of the practise are free to express their opinions.

- *In order to assure the safety of women and the children born out of such relationships, even if they might not be unions with features of marriage, the Parliament must take into account these concerns, pass suitable laws, or amend the Act suitably.*

Although there is no official definition of a “live-in relationship,” precedents have acknowledged the legitimacy of the arrangement for a number of rights, including maintenance, protection from domestic abuse, and inheritance rights for children born in such a relationship. We discover that there is still a vacuum to be filled with regard to the existence of insurable interest in such interactions.

INSURABLE INTEREST vis-à-vis LIVE-IN-RELATIONSHIP

The existing trend in the Insurance Sector suggests that none of the Insurance Companies in India are allowing live-in-partners to insure each other’s life citing lack of insurable interest, that is to say that Life Insurance options are unavailable to any couple who are not married as per the personal laws applicable to them in India. Some of the companies though provide Health insurance policies to

11 “Sci.gov.in.” Accessed November 1, 2022. <https://sci.gov.in/jonew/judis/30159.pdf>.

12 “Indra Sarma vs V.k.v.sarma on 26 November, 2013 - Ijtr.nic.in.” Accessed November 1, 2022. http://www.ijtr.nic.in/Indra_Sarma_vs_V.K.V.Sarma_on_26_November_2013.PDF.

13 “Indra Sarma vs V.k.v.sarma on 26 November, 2013 - Ijtr.nic.in.” Accessed November 1, 2022. http://www.ijtr.nic.in/Indra_Sarma_vs_V.K.V.Sarma_on_26_November_2013.PDF.

14 Narayan CL, Narayan M, Deepanshu M. 2021. “Live-In Relationships in India—Legal and Psychological Implications.” *Journal of Psychosexual Health*. 2021;3(1):18-23. Assessed October 10, 2022. doi:10.1177/2631831820974585.

the live-in-partners.¹⁵ The premiums paid for any life insurance policies that cover the policyholder, their spouse, any dependent children, and any other members of the Hindu Undivided Family may also be tax-deductible under Section 80C of the Income Tax Act of 1961. This clearly demonstrates the legislative intent to not grant the partners in a live-in relationship with any such benefit.

Considering the rapid augment in number of people opting for Live-in-relationship over the conventional institution of marriage in India¹⁶, the time is ripe to address the issue of Live-in-Insurance vis-à-vis the Life insurance Sector in India. Secondly, Life Insurance not only provides monetary support post demise of the insured but also works as a tool of social Security ensuring that the survivors of the insured are not rendered helpless monetarily due to death of the insured, so it's the need of the hour that such social security measures be extended to the couples opting for cohabitation in form of live-in-relationship.

Going by the judicial trend, undoubtedly it can be said that Courts in India have addressed the issues pertaining to the legal status of live-in-relationship time & again and to some extent, if not fully the legality has been conferred upon such

relationships in India. In light of this, merely because the traditional notion of insurable interest doesn't support such relationship, it doesn't appear justified to not at all consider such relationships as insurable.

Since, the trend is inclination towards the live-in-relationship over the conventional set-up of marriage in India, a clear No to insuring the lives of partners in such relationship appears violative of the basic Fundamental Right of Equality of such partners.

Generally, while denying insurability to partners in live-in-relationship on each other's life the non-binding nature of such partnership is used as an excuse. Undoubtedly, in a live-in-relationship the exit option is always available without any formal recourse but it can't be denied that despite presence of the formal and legal exit options in a marriage, the marriages stay forever if they don't break.

If partners in a live-in relationship are permitted to insure one another's lives and the partners later decide to break up, there won't be any changes to the law of insurance because the insurable interest in a life insurance contract is only necessary when signing the contract for life insurance, not after.¹⁷ This brings the status of a separated partner

15 Kamini Mathai / TNN / Jun 7, 2022. "Razorpay Expands Health Insurance Policy to Include LGBTQIA+ and Live-in Partners - Times of India." The Times of India. TOI. Accessed November 1, 2022. <https://timesofindia.indiatimes.com/business/india-business/razorpay-expands-health-insurance-policy-to-include-lgbtqia-and-live-in-partners/articleshow/92054368.cms>.

16 Jawale, Kalpana Vithalrao. "Live-in Relationship: Recent Development and Challenges in India." *SSRN Electronic Journal*, 2012. <https://doi.org/10.2139/ssrn.2046460>.

17 Griffiths vs. Flemings, (1909) 1 KB 805

in a live-in-relationship equals to the divorced partners who have the option of either terminating the Contract of Life insurance or changing the nominee.

SUGGESTIONS AND RECOMMENDATIONS

In order to address the issue of non availability of option to insure each other's life in a Live-in-Relationship, the researcher proposes following solutions and recommendations

It is simpler to work toward include live-in partners within the scope of life insurance since the definition of insurable interest is extremely dynamic in nature and there is no statutory definition for the same. The Insurance Regulatory and Development Authority (IRDA), which is responsible for regulating, promoting, and ensuring the orderly growth of the insurance industry in India, can accomplish this by issuing the necessary policy guidelines. The IRDA is the watchdog for the country's insurance industry.¹⁸

For instance, the idea of friend assurance was unknown in India until some insurance companies like Religare Health Insurance, Max Bupa Health Insurance, and Kotak Mahindra General Insurance proposed it and received

approval from the Insurance Regulatory and Development Authority. This will allow individuals to cover not only their family members but also their friends under a health insurance policy.¹⁹ Second, in a recent response to an RTI request from a homosexual couple from Kolkata named Suchnadra Das and Sree Mukherjee, LIC stated that it is acceptable to identify same-sex partners as nominees in insurance plans. As a result, same-sex couples can now be protected in terms of their social and financial security.²⁰

Since, flexibility is available under the Indian Insurance sector subject to compliance of the definition of Insurable interest as given in *Lucena vs. Craufurd*²¹ and approval by IRDA the live-in-partners can be allowed to insure each other's life by way of Life insurance.

1. The Supreme Court of India's ruling in *D. Velusamy v. D. Patchaiammal*, which outlined the four requirements for a live-in relationship to take the status of marriage, should be followed while evaluating such policies to ensure that the principles of insurable interest are not breached.²² case, can be taken into consideration by the Insurance Companies-

18 Section 14, INSURANCE REGULATORY AND DEVELOPMENT AUTHORITY OF INDIA ACT, 1999

19 TNN / Updated: Jan 27, 2020. "An Insurance Plan That Covers Your Friends Too - Times of India." The Times of India. TOI. Accessed November 1, 2022. <https://timesofindia.indiatimes.com/business/india-business/an-insurance-plan-that-covers-your-friendstoo/articleshow/73649648.cms#:~:text=CHENNAI%3A%20Friend%20Assurance%20feature%20proposed,awarded%20to%20the%20healthiest%20group.&text=Under%20this%20policy%2C%20customers%20can,friend%20under%20one%20policy%20number>.

20 Ians. "LIC: 'Nominating Same-Sex Partners in Insurance Policy Bank Account Is Legal.'" Free Press Journal. Accessed November 1, 2022. <https://www.freepressjournal.in/india/lic-nominating-same-sex-partners-in-insurance-policy-bank-account-is-legal>.

21 (1806) 2 Bos & PNR 269

22 "D. Velusamy. Appellant - Supreme Court of India." Accessed November 1, 2022. <https://main.sci.gov.in/judgment/judis/37007.pdf>.

- (a) whether couple represent themselves as spouses in the society
- (b) Individuals in the relationship are of marriageable age as per the law
- (c) Individuals are qualified to marry as per the personal law governing them
- (d) the cohabitation must be voluntary and for a significant period of time. What is a significant period of time is subjective and can be taken into consideration on a case to case basis.
- (e) According to section 2(f) of the Domestic Violence Act, 2005, the cohabitation must be of the “Shared home” variety.

The Hon’ble Apex court in the instant case differentiate Live-in-relationships with the color of marriage from relationships based on merely spending weekends together or a one night stand.

All the 4 conditions as elaborated above are subjective in nature and will depend on a case to case basis, therefore, on proof of the same by the partners interested to insure each other’s life may be allowed to do so.

There is a need of legislative intervention by way of amending the Insurance Act, 1938 and Section 80 (C) Income Tax Act, 1961 in order to include the partners. Currently, the word spouse is used which includes only opposite sex married partners contrary to the word “Partner” which is more inclusive in nature and will cover the same sex, opposite sex partners with or without marriage.

CONCLUSION

Live-in or marriage-like relationships are not illegal nor sinful, despite the fact that they are socially undesirable to many Indians. They are instead a very personal decision. Refusing to provide social welfare benefits like life insurance to such partners will not only do no good, but will also place an unjustified financial burden on the state to assist such partners’ dependents in the event of an occurrence like death. Providing the prerequisites outlined in D. Velusamy v. D. Patchaiammal are met²³ and Indra Sarma vs. V.K.V. Sarma²⁴ for a live-in-relationship is fulfilled then the requirement of insurable interest should not be a barrier. While, allowing for Life insurance the Live-in-relationships should be differentiated from other relationships wherein there is no intention to stay together and is only temporal and spatial in nature.

A careful study of the changing dynamics of Indian society suggests that through political mobilization many pertinent issues like same-sex cohabitation etc has been addressed and basic human rights of the partners been restored. Looking into the pattern of development wherein gender, marital status etc has no role to play it’s appropriate to state that Life Insurance should be allowed for Live-in-partners subject to the fulfillment of the conditions as mentioned in the preceding para.

²³ “D. Velusamy .. Appellant - Supreme Court of India.” Accessed November 1, 2022. <https://main.sci.gov.in/judgment/judis/37007.pdf>.

²⁴ “Indra Sarma vs V.k.v.sarma on 26 November, 2013 - Ijtr.nic.in.” Accessed November 1, 2022. http://www.ijtr.nic.in/Indra_Sarma_vs_V.K.V.Sarma_on_26_November_2013.PDF.

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