

MATURITY CLAIM

Case of Mr.Kirti K. Vyas Vs Life Insurance Corporation of India

Complaint Ref No. AHD-L-029-1617-0207

Award Date: 28.06.2016

Policy No: 870344351

Mr. Kirti K. Vyas had purchased a policy from Life Insurance Corporation of India-Baroda on 21.04.2005. He had paid single premium with policy term 10 years. After 10 years, the Complainant had submit Original policy with other forms for Maturity Claim. The Respondent had never given any answer to complainant for Maturity Claim, even after 1 year passed after submission of Policy and Claim forms. As per SCN, LIC has accepted that in our level mistake happen that policy status is Cancelled, so we can't paid Maturity Value to policy holder.

The Policy Future Plus-Ulip Plan of premium paying term of 1 years with Maturity term 10 year was issued to the Complainant. The policy was cancelled at LIC level on 31.03.2006. The complainant had never given any application for cancellation the policy. The premium was paid for 1 years due to Single premium policy and it was on maturity . Hence, as per the terms and conditions of the policy, the decision of the Respondent is not in order. The Respondent's is fail for succeed.

- Sh. Purshottam Choudhary V/s - L.I.C Of India.

Complaint No. AHD-L-029-1617-0063

Award Date: 29.06.2016

Policy No: 878041076

The Complainant had purchase a policy from the Respondent on 09.11.2014. At the time of maturity due on 28.03.2016 the Respondent had dispatched a discharge voucher for Rs. 33212/- as full and final payments towards maturity of the policy. The Complainant told that as per original policy he was entitled for maturity amount of Rs. 125000/- but, the Respondent has sent him discharge voucher for Rs: 33212/-only. The complainant requested for payment of Rs: 125000/- as maturity claim settlement.

In these cases, judgment was delivered in favour of the insurer on the ground that the amount mentioned against maturity benefit cannot be paid to the complainant, if there is some printing mistake in mentioning the maturity benefit. In the instant case no maturity amount is mentioned against maturity benefit. It is kept blank. In this case maturity sum assured along with loyalty addition, as calculated by the formula in 'D' is only payable. In view of the above the complaint has no merit.

MATURITY CLAIM

In The Case Of :Sh. Piyush G. Shah V/s SBI Life Insurance Co. Ltd.

Complaint No. AHD-L-041-1617-0368

Award Date: 22.08.2016

Policy No 35010194305

The Complainant had purchase a policy from SBI Life Insurance Co. Ltd. on 10.05.2011. At the time of maturity due on 11.05.2016, the Respondent had settled the maturity claim for Rs.103802/- as Maturity proceeds. The Complainant told that as per policy literature, he was entitled for maturity amount of Rs. 201468/- but, the Respondent had settled the claim for Rs: 103802/-only. The complainant requested for balance payment of Rs: 100000/- as unsettled part of his maturity claim.

In these cases, judgment was delivered in favour of the insurer on the ground that the amount mentioned against maturity benefit paid to the complainant. In this case Insured was covered under Endowment with Whole Life Cover up to 100 years. Maturity sum assured along with Vested Bonus, Interim Bonus and Terminal bonus, as calculated by the Insurer is only payable. In view of the above the complaint has no merit. **The compliant stands dismissed.**

Group : Maturity

Complaint No: AHD-L-029-1617-0650/0651

Complainant:- Mr. Kirtivadan J.Thakkar V/s LIC of India

Policy No. 835303422/23

Date of Award : 21.12.2016

The complainant had purchased LIC's Future Plus Plan (T- 172) with D.O.C. 31.03.2006. He had paid premium till the date of Maturity i.e. 31.03.2016. He has explained in his complaint dt.13-09-2016 that he had submitted the discharge voucher personally on 03-02-2016 for the payment of Full Surrender Value on date of maturity i.e. 31-03-2016. He had made several oral inquiries on telephone with the Insurance Co. regarding his payment under the above policy but there was no response from the respondent. When he personally visited the office on 20-04-2016 he was replied by the officer in charge that he could not make the payment and he was perforce made to agree to avail the commuted value together with monthly pension under the clause (a) of the policy conditions. He further stated that since the respondent had declared their inability to do anything in the matter, he accepted the same as he was under pressing need of money for the education purpose of his two sons. The complainant had approached the Zonal Office as well as E.D.(CRM) C.O. on 14-06-2016 and 03.08.2016 but his complaint was never redressed or replied. The complainant had, therefore, approached the Forum.

The complainant was intimated nine months in advance i.e. in June-2015 about maturity of his policy and was requested to exercise the option for annuity type and mode. Although the representative of the complainant denied having received any correspondence from the respondent with regard to policy in question before date of vesting i.e. 31.03.2016. The complainant had submitted duly signed Maturity Discharge Voucher along with the policy document on 03.02.2016. However he had not mentioned whether he wished to get payment of Commuted Value, and under which option he desired to have annuity under her policy.

On not getting any response from the respondent till date of vesting i.e. 31.03.2016, the complainant had inquired with the respondent on 20.04.2016. He was informed that since the date of vesting had elapsed they were not in a position to make the payment of S.V. under the policy. The complainant was in dire need of money to meet his immediate liabilities therefore he accepted the offer made to him.

The complainant had submitted the maturity discharge voucher before date of vesting of the policy but not mentioned that under which option he wished to get payment of commuted value.

On the other hand despite having received the Discharge Vouchers well in advance, the respondent did not take care to contact the complainant and ask him under which option he wished to get the payment of commuted value. If the complainant had been contacted before vesting date this situation has not been arisen.

Under the circumstances the complainant was entitled for the Surrender Value payable as on 03.02.2016.

The complaint was admitted for Rs.3,64,316/- and Rs.3,64,372/- respectively.

Bengaluru Centre - (LIFE CASES)

Life Insurance – Maturity Claim Cases:

Between Smt. S. Geetha Vs LIC of India

BNG-L-029-1617-0046

Award date 28.04.2016

The Complainant and the Life Assured (LA), Smt. S. Geetha preferred a complaint for short settlement of the Maturity Benefit (Rs.36,851/- including the Loyalty Addition) under the policy, as against the Maturity Sum Assured mentioned in the Policy Schedule as Rs. 62,500/-. The Insurer contended that the figure of Rs.62,500/- was actually the Death Sum Assured Value, but was mentioned as Maturity Sum Assured due to inadvertent typographical error and the actual settlement was made as per the Terms and Conditions of the policy.

It is observed that the said policy stipulates payment of Sum Assured (Maturity / Death) as detailed out in the Schedule, in consideration of and subject to receipt of the first and subsequent premium as set out in the same Schedule. The Schedule is a part of the policy and any change has to be incorporated through an endorsement only. The Insurer have finally traced the error and informed LA vide letter dated 15.10.2015, just 3 months before the Date of Maturity i.e. 28.02.2016.

Since the policy schedule clearly stipulates the maturity Sum Assured as Rs. 62,500/-, the Insurers' contention that the correct amount was Rs. 27,812/- and that the mistake has happened due to typographical error does not hold good at this stage, just 3 months before the maturity date, as such the policy being the basis of the contract.

Further, the policy conditions and privileges attached to the schedule do not elaborate the way in which Maturity Sum Assured is arrived at. Hence, the policyholder's assumption/perception of maturity benefit will reasonably be the figure quoted in the schedule and cannot be taken otherwise. Since the policy document is the basis of the contract of insurance, the Insurer's contention cannot be accepted and the grievance of the Complainant is required to be redressed.

Hence the complaint is **ALLOWED**.

===000===

Between MR. B.R. Jayaraju V/s LIC of India
Complaint Nos. BNG-L-029-1617- 0052 to 0057

Award date 28.04.2016 (Six cases)

Mr. B. R. Jayaraju preferred complaint before this Forum on 15.04.2016, against LIC of India for delayed settlement of maturity claim without interest and without providing calculations thereunder in respect

of policies bearing number 721566291, 721599815, 610452292, 721629290, 610411328 & 721814962, the Dates of Maturity being 28.03.2011, 06.01.2014, 28.09.2013, 28.10.2014, 28.03.2008 & December 2017 respectively.

The Maturity Claim under the first five policies have been settled late due to the discrepancy in premium remittance/ receipt particulars (policies were serviced through Salary Savings Scheme of the Insurer). As per the premium particulars available with the Insurer, the maturity proceeds were paid belatedly, after deduction of amount for gaps in premium. The Insurer, vide letter dated 25.04.2016 have communicated that the balance of claim amount (without any gap premium) along with interest due on each policy @ 9% p.a till the date of settlement of maturity proceeds would be paid.

In respect of the last policy no. 721814962, the policy matures in December, 2017 only and the First Unpaid Premium under the policy being December 2015. Since the Complainant has since retired, the Insurer have submitted that the due premium after this period is to be remitted by the Complainant under to keep the policy intact. Further, it was observed that the Insurer have accepted to pay the Maturity Sum Assured without any deduction for gap in premium along with the penal interest in respect of the first above five policies. Any excess premium, if notified to the Insurer by the Complainant with substantial proof, the Insurer was directed to refund such premium. Since the claim amount in respect of the Complainant was paid in stages on different dates, the Insurer was advised to send a detailed calculation sheet, which would satisfy the Complainant that the claim amount due to him is paid by the insurer.

Under policy no. 721814962, the Date of Maturity being December 2017, the Insurer is advised to explain the impact of continuation of the policy to the Complainant and no cause of action has risen to be considered by this Forum.

The Complaint is **accordingly disposed of.**

===000===

**Between Mr C M Girish V/s LIC of India
Complaint no.BNG-L-029-1617-0187**

Award date 21.06.2016

Mr. C M Girish, a retired employee of the State Bank of Mysore filed a complaint against LIC of India for non-payment of maturity claim under policy no. 61115675. This Policy was issued under Salary Savings Scheme of the LIC of India and as such, the premiums were being recovered from salary and remitted to the designated office of LIC of India by the employer from time to time.

Mr. C M Girish submitted that he bought this policy in July, 1980 for a period of 30 years. The policy was due for maturity value payment in July, 2010, but the Insurer LIC of India, did not settle the claim. He

came to know, on a personal inquiry with the Insurer, that the premiums received were not locatable and hence, he was asked to provide details of the places and the period for which he worked at each place, so as to locate and update the premium payments. Although he submitted details as sought by the Insurer and kept following-up with the Insurer right from July 2011, the Insurer did not settle the claim.

The Insurer had communicated vide e mail dated 09.06.2016 that they have paid claim amount of Rs.17,730/- on 03.06.2016 and interest of Rs.9,348/- @ 9% per annum for the delay in payment of maturity claim on 08.06.2016 post TDS and requested this Forum to close the complaint.

During the personal hearing, the Complainant confirmed having received money (with interest) from the Insurer. He, however, contended that he did not receive proper response from the Insurer whenever he approached them and they made him to run between pillar & post. Therefore, he needs to be adequately compensated.

It is observed that there is undue delay in payment of maturity claim by the Insurer. Though the delay was due to tracking of premiums received and accounting there-of as the policy was under salary savings scheme. The Insurer is expected to speed up claim processing particularly when the grievance is received.

In view of the facts and circumstances of the case and on the basis of documents submitted and also the submission made by both the parties that the Insurer has already settled the maturity claim along with penal interest for the delay in payment and the Insured having confirmed receipt thereof, there is no reason for the Ombudsman to interfere in the case.

The complaint is **disposed of accordingly.**

===000===

**Between Mr Kantilal Kasturchand Jain V/s LIC of India
Complaint no.BNG-L-029-1617-0111**

Award date 21.06.2016

Mr. Kantilal K Jain filed a complaint against LIC of India for non-payment of Survival Benefit of Rs.10,000/- due on 28.07.2012 under policy no. 861353020. The Complainant secured this policy in July, 1987 from LIC of India under plan no. 86 i.e. Twenty Five Year Anticipated Whole Life Policy. As per the policy conditions, the Survival Benefit was due every five years and the fifth instalment of SB was due for payment on 28.07.2012, but it has not been paid till date. On his enquiry, he was informed that the said policy lapsed in July, 2007 and hence, Survival Benefit was not payable. But, it is clearly mentioned in the policy-bond that the last instalment of premium payment was due on 28.07.2006 and the fifth instalment of SB @ 10% of the sum assured was payable as at the 25th year of the policy, he again,

approached the LIC of India for payment of survival benefit. But, no response was received by him, so he filed a case in this Forum for redressal of grievance.

The Insurers submitted that the proponent's demand, vide his proposal for the said policy was for Plan 86, which has term of only 20 years term. But, the annual premium calculated was Rs.6,200/-, for a premium payment term of 25 years and the premiums have been received from the Complainant right from inception of the policy till July, 2006. However, the policy bond (document) was issued erroneously for a premium paying term as 20 years with last instalment of premium payment due as 28.07.2006 instead of 25 years with last instalment of premium payment due on 28.07.2011. The Insurer further stated that they have paid all benefits of SB till 7/2007 and as the policy lapsed due to non-receipt of premium from 7/2007, the SB due for 7/2012 was not paid. And as such, he was offered to revive the policy by paying premium due up to 7/2011 alongwith the late fee. A discount of Rs.1,500/- was also offered from the total late fee.

Observations from the documents and the submissions made during the personal hearing that:

1. The referred policy was issued under Plan no.86, Anticipated Whole Life Policy which has only PPT of 25 years. The Survival Benefits of 10% of SA is payable every 5 years during PPT, provided the policy remains in force and the maturity value is payable on attaining the age of 80 years of the life assured.

2. Based on 25 years PPT, the annual premium of Rs.6,200/- was arrived at by the Insurer, whereas the Term and the Date of Last Payment were erroneously incorporated in schedule as 20 & 28.07.2006 respectively. Hence, the Complainant remitted premium till July, 2006 and expected that the Insurer would pay the fifth instalment of SB in July, 2012. Accordingly, the Complainant acted as per the policy schedule received by him.

3. The Insurer, having calculated premium for 25 years (till July, 2011), ended up in receiving the premium upto July, 2006 only. On account of this, the Insurer submitted to revive the policy with interest and other requirements before payment of the last SB due in July, 2012.

4. During the personal hearing, the Complainant was explained the features of the plan he had secured along with the details of the actual premium under the policy. The Complainant submitted that he is prepared to pay the balance of premium under the policy, but without any interest and other requirements.

5. The Complainant was not informed/made aware of the incorrect values that had crept in the policy schedule, which is the basis of the contract of insurance. In the absence of any endorsement till the 25 years of PPT, the Complainant's perception of premium/benefits under the policy is of prime importance. The grievance of the Complainant is reasonable and he, having consented for payment of premium, acceptance of the same by the Insurer without interest and/or requiring any additional requirements, is observed as the resolution to redress the grievance of the aggrieved Complainant.

Based on the facts & circumstances of the case and taking into account the documents made available and the submissions made by the both the parties, the Insurers are directed to accept the balance of

premium due under the policy without any late fee as such and to pay the Survival Benefit due on 28.07.2012. Similarly, no interest for the delay in payment of SB is payable for which both agreed.

Hence, the complaint was **disposed of accordingly.**

====000====

Between Shri D M Vittoba Rao & LIC of India.

No: BNG-L-029-1617-0202

Award date 29.06.2016

The Complainant Sri D M Vittoba Rao, Retired Post Master filed a case against LIC of India for payment of maturity value as per the policy document.

The Insurer contended that the Complainant was insured under Jeevan Saral plan and while issuing policy the maturity sum assured was shown erroneously as Rs.62500/- . However, the correct Maturity sum assured was conveyed to the Complainant six months before the date of maturity.

The Complainant submitted that the policy was for 10 years, I had my own financial plans but the Insurer conveyed the corrected in maturity sum assured only few months before the time of the maturity value payment, which not agreeable.

It is observed that the policy documents shows Rs.62500/- as maturity sum assured and payable on the date maturity. The Insurer also agreed that it was crept due to typographical error and hence the complaint ALLOWED.

====000====

Between Shri D M Vittoba Rao & LIC of India.

Complaint No: BNG-L-029-1617-0202

Award date 29.06.2016

The Complainant Sri D M Vittoba Rao, Retired Post Master filed a case against LIC of India for payment of maturity value as per the policy document.

The Insurer contended that the Complainant was insured under Jeevan Saral plan and while issuing policy maturity sum assured was shown erroneously as Rs.62,500/- . However, correct Maturity sum assured was conveyed to the Complainant only six months before the date of maturity.

The Complainant submitted that the policy was for 10 years, but the Insurer conveyed the corrections in maturity sum assured only few months before the time of the maturity value payment, which was not agreeable to him.

It is observed that the policy documents shows Rs.62,500/- as maturity sum assured and payable on the date maturity. The Insurer themselves agreed that the mistake crept due to typographical error.

Hence, the complaint is **ALLOWED**.

====000====

Between Mr. N V Shivaram v/s LIC of India, DO Ahmedabad

No: BNG-L-029-1617-0261

Award date 17.08.2016

The Complainant, Mr N V Shivaram filed a case against Life Insurance Corporation of India, Divisional Office Ahmedabad for short payment of quarterly instalment of annuity under the above-mentioned policy.

it was observed by this forum that:

I. The policy document was issued for (NCO) Notional Cash Option of Rs.2,97,500/- with a monthly annuity payable on vesting as Rs.2,571/-. The monthly annuity of Rs.2,571/- was policy conditions no. i (now modified as option D), 'without' commutation option.

II. The options available to the annuitant under Special Conditions of policy:

i) Annuity guaranteed for certain period of 5, 10 or 15 years & payable for life thereafter, or

ii) Annuity payable for life time without any guarantee period, or

iii) Joint life and Last Survivor annuity under which annuity will become payable to the spouse during his/her life time on death of the proposer at 50% of that payable to the annuitant, or

iv) Life annuity with return of Capital sum/Corpus

The nomenclature of the above option modified as A, B, C, D, E & F. Accordingly equivalents are: B, C & D for i, A for ii, E for iii and F for iv. The quantum of amount payable as annuity goes down proportionately from option A to F due to added advantage to the life assured like – annuity without guarantee; with guarantee certain for 5, 10, 15; joint life & return of capital sum/corpus etc.

III. The Complainant was asked by the Insurer to exercise option vide letter dated 11.09.2015 i.e. six months before the date of annuity vesting.

IV. The said letter dated 11.09.2015 explained the available options under policy. Such as;

a) Commutation of annuity-25% of Notional Cash Option, if required.

b) Options of annuity as per 21 (II) and mode of annuity payment with an amount eligible under each option and mode of annuity payment.

V. The Complainant opted for 25% commutation and annuity option F with quarterly mode of payment. Accordingly he was eligible for Rs.74,375/- as commutation and Rs.5,110/- as annuity per quarter. The commutation value of Rs.74,375/- has already been paid by the Insurer and the first quarterly annuity instalment of Rs.5,110/- has also been paid on the due date i. e. 01.07.2016.

During the personal hearing, the Complainant submitted that the quarterly instalment of annuity was wrongly fixed. As per the policy document monthly annuity was shown as Rs.2,571/- and it should be paid after deducting 25% since he had availed 25% of NCO as commutation. According to him the quarterly annuity works out to Rs. 5,784.75 (2,571x3 minus 25%). He, however, did not account for the return of 'Capital Sum/Corpus' which is of vital importance under Option F. He agreed for having opted for the option F with commutation of 25% of NCO.

The representative of Insurer was asked to explain the details of Option F. The Complainant was, however reluctant to listen and get convinced with the Actuarial calculations, logic and reasoning. The Insurer tried to convince the Complainant by explaining that option F as opted by him was the most beneficial to him taking into account the return of corpus.

The Insurer acted as per the policy conditions and the option exercised by the Complainant and as such, the complaint does not warrant any interference at the hands of the Ombudsman.

The complaint disposed of accordingly.

====ooo====

Between Mr. N V Shivaram v/s LIC of India, DO Ahmedabad

No: BNG-L-029-1617-0261

Award date 01.09.2016

The Complainant, Mr N V Shivaram filed a case against Life Insurance Corporation of India, Divisional Office, Ahmedabad for short payment of quarterly instalment of annuity under the above-mentioned policy.

Taking into account the facts & circumstances of the case and the submissions made by both the parties during the course of personal hearing, it is observed that:

I. The policy document was issued for Notional Cash Option of Rs.2,97,500/- with a monthly pension payable on vesting as Rs.2,571/-. The monthly annuity of Rs.2,571/- was policy conditions no.i (now modified as option D), 'without' commutation option.

II. The options available to the annuitant under Special Conditions of policy, the nomenclature of the above option modified as A, B, C, D, E & F. Accordingly equivalents are: B, C & D for i, A for ii, E for iii

and F for iv. The quantum of amount payable as annuity goes down proportionately from option A to F due to added advantage to the life assured like – annuity without guarantee; with guarantee certain for 5, 10, 15; joint life & return of capital sum/corpus.

III. The Complainant was asked by the Insurer to exercise option only on 11.09.2015 i.e. just six months before the date of annuity vesting.

IV. The said letter dated 11.09.2015 explained the available options under policy. Such as;

a) Commutation of annuity-25% of Notional Cash Option, if required.

b) Options of annuity as per 21 (II) and mode of annuity payment with an amount eligible under each option and mode of annuity payment.

V. The Complainant opted for 25% commutation and annuity option F with quarterly mode of payment. Accordingly, he was eligible for Rs.74,375/- as commutation and Rs.5,110/-as annuity per quarter. The commutation value of Rs.74,375/- has already been paid by the Insurer and the first quarterly annuity instalment of Rs.5,110/- has also been paid on the due date i. e. 01.07.2016.

During the personal hearing, the Complainant submitted that the quarterly instalment of annuity was wrongly fixed. As per the policy document monthly annuity was shown as Rs.2,571/- and it should be paid after deducting 25% since he had availed 25% of NCO as commutation. According to him the quarterly annuity works out to Rs. 5,784.75 (2571x3 minus 25%). He, however, did not account for the return of 'Capital Sum/Corpus' which is of vital importance under Option F. He agreed for having opted for the option F with commutation of 25% of NCO.

The representative of Insurer was asked to explain the details of Option F. The Complainant was, however reluctant to listen and get convinced with the logic and reasoning. The Insurer tried to convince the Complainant by explaining that option F as opted by him was the most beneficial to him taking into account the return of corpus.

The Insurer acted as per the policy conditions and the option exercised by the Complainant and as such, the complaint does not warrant any interference at the hands of the Ombudsman.

The complaint **disposed of accordingly.**

====ooo====

Between Mrs. Anita Peter V/s Reliance Life Insurance Co Ltd

Complaint No: BNG-L-036-1617- 0386

Award date 12.09.2016

The Complainant, Mrs. Anita Peter (the Life assured, hereinafter referred as LA), secured Unit-Linked policy by payment of annual premium of Rs. 45,000/- w.e.f. 25.02.2010. The LA paid the first four instalments. Due to non-receipt of premium due on 24.02.2014, the Insurer communicated termination

of policy w.e.f. 25.02.2016, as per the conditions of the policy. Invoking another condition of the policy, LA disputed that the policy cannot be taken to closure/termination and the funds remitted would remain invested as per the Fund chosen. Hence, the Complainant approached for reinstatement of the policy.

i. During the course of the personal hearing on 17.08.2016, the Complainant's contention was that a conscious decision was taken not to pay premium after payment of premium for 4 years, but the Insurer resorted to terminate the policy without any communication. The Complainant being well aware of the market fluctuations, felt aggrieved due to unilateral change by the Insurer in the status of the policy. Thus, he requested for protection of the number of units as on the date of termination of the policy along with switch-over to Reliance Life Midcap 2 fund as on that date till the correction was made in the status of the policy. The representative of the Insurer requested an application from the Complainant in this regard, to further look into the matter and communicate their decision on or before 22.09.2016.

ii. On the same day, the Complainant mailed to the Insurer, which was duly acknowledged by the Insurer. Since the Insurer accepted for reinstatement of the policy without loss of units on account of termination. The Insurer, however, regretted that they were unable to comply the Complainant's request for switching over from the existing fund to another fund due to non-receipt of any such request from the LA.

iii. Taking into account the facts & circumstances of the case and the submissions made by the Complainant during the course of personal hearing, it is observed that the Complainant's request for reinstatement of the policy stands redressed as detailed in the Insurers' mail dated 12.08.2016 & 10.09.2016. The Insurer however has not accepted the LA's request for switching over to another fund as on the date of termination of the policy on the ground that no such request was received by them from LA whereas LA requested for the same during the course of the hearing, followed by a mail dated 10.09.2016 to the Insurer with a copy to this Forum. Since the Insurer did not respond to the grievance of the Complainant in time, it is directed that LA's request for switching of fund with effect from the date of hearing i. e. 17.08.2016 be accepted by the Insurer along with reinstatement of the policy as already agreed by them.

The Complaint is accordingly disposed of.

===000===

BHUBANESWAR OMBUDSMAN CENTRE

Complaint No-BHU-L-032-1516-0426 Maturity claim

Mr. Madhu Jena Vrs M/S. Max Life Ins. Co.Ltd.,

Award dated 30th May,2016,

The complainant took a Money Back Policy from the OP in August, 2004 for a sum assured of Rs.50000/-. He paid a total premium of Rs. 83,680/- to the Insurer during the entire policy period. In turn, he was paid by the Insurer money back amount of Rs.15000/- & 17500, Special Bonus of Rs.2904/- and Final payment of Rs.44262.86 including terminal bonus, i.e. a total sum of Rs.79666.86. But the OP's letter dated-18.09.2015 clarified that the total maturity amount payable to him was Rs.158780.43. So the balance amount of Rs.79113.57 was to be paid to him as per OP's letter dated-18.09.2015. But the OP did not respond to his entreaties. Finding no alternative, he approached this forum for Redressal. On the other hand, the OP filed SCN and averred that it had already paid Rs.79,666.86 till maturity though the complainant had paid a total premium of Rs.83,054.40. However, the insurer expressed its willingness to pay the difference of premium paid and amount received by the complainant, i.e. Rs.3387.54 only. It denied to have given any letter assuring payment of Rs. 158,780.43.

The whole peculiarity of the case is that the complainant advances his claim to get higher maturity value on the basis of a letter purported to have been sent by the insurer on 18.09.2015. After a careful scrutiny of the documents placed before this Forum including the controversial letter, it is found that Clause-D of the policy conditions lays down the benefits under the policy. Sub-clause-2 relates to benefits on maturity. This sub-clause is very much relevant for the purpose of this case. As per that sub-clause, upon maturity the OP shall pay 65% of the sum insured together with sum assured of PUA (Paid Up Additions), if any, and terminal bonus, if any. Here the sum insured is Rs. 50,000/- and accrued bonus. The representative of OP has submitted a detailed calculation sheet of the maturity amount. A minute scrutiny of the same goes to show that it is in consonance with the policy conditions. On a bare calculation the complainant is entitled to get the maturity amount of Rs. 79667.39 out of which he has already received Rs. 79666.86 from the insurer in installments. The controversial letter dated 18.09.2015 reflects the details of the amount payable on maturity which comes to Rs. 79,666.86. Only because the 1st para of the letter contains an erroneous figure different from the details given below, the complainant would not be entitled to an enhanced amount. As a matter of fact, the entitlement of the complainant and the liability of the insurer are determined on the basis of the terms and conditions of the policy, not according to a letter communicated by the Insurer which in the present case contains manifestly a wrong, erroneous and inflated figure. However, the OP has expressed its willingness to pay the difference of premium paid and the amount received the by the complainant i.e. Rs. 3387.54 as a service gesture to settle the controversy. In such view of the matter the OP is hereby directed to pay the difference amount to the complainant without least delay.

AWARD

Taking into account the facts & circumstances of the case and the submissions made by both the parties during the course of hearing, a sum of Rs. 3387.54 (Rupees three thousand three hundred eighty-seven and paise fifty-four only) is hereby awarded to be paid by the Insurer to the Insured, towards full and final settlement of the claim.

Hence, the complaint is treated as allowed accordingly.

Mrs. Pratima Panda Vrs M/S. LIC of India, Cuttack

Award dated 09th Aug,2016,

The complainant took a Salary Savings Policy from the OP on 20.02.1987 for a SA of Rs.15000/- under Plan & Term 88-20. Premium was regularly deducted from her salary and remitted to the insurer. The policy got matured on 14.02.2007. After maturity of the policy, she claimed for Maturity benefit. But the OP did not respond. Under such contingency, she approached this forum for redressal. On the other hand, the OP filed SCN and stated that the policy was in lapsed condition due to non-payment of premium since 12/1997 and the policy acquired Paid-Up value. On correspondence with the complainant, it came to light that the premium was not deducted from her salary after 11/1997. The OP asked the complainant to submit all the documents for settlement of the claim. The OP was ready to pay the Paid-Up Value taking FUP as 12/1997 after submission of relevant documents.

This complaint arises out of the claim of the complainant for Maturity amount. The complainant claims that the premium amount was regularly deducted from her salary and was remitted to the insurer. But she utterly fails to produce any scrap of paper to that effect. She does not even produce the original policy bond. However, the OP reiterates that the first unpaid premium fell in 12/1997. In spite of repeated demands the complainant did not furnish the deduction particulars. So the claim could not be settled. However, OP agrees to settle the claim after receipt of relevant documents. In the present case the complainant claims to get the maturity amount. So she has to furnish the deduction particulars along with the original policy bond. The representative of OP has openly declared that the claim would be settled soon after the receipt of relevant documents. In such circumstances the complainant is to produce deduction particulars along with original policy bond within a month before the OP which should settle the claim as early as possible and pay appropriate maturity amount to the complainant as per the terms & conditions of the policy.

AWARD

Taking into account the facts & circumstances of the case and the submissions made by both the parties during the course of hearing, the complaint is disposed of with the observations as aforesaid.

BHUBANESWAR OMBUDSMAN CENTRE

Complaint No-BHU-L-029-1617-0052 Maturity claim

Mr. Akshaya Kumar Das Vrs M/S. LIC of India, Cuttack

Award dated 10th Aug,2016,

The complainant took a Salary Savings Policy from the OP on 28.03.2000 for a SA of Rs.50000/- under Plan & Term 14-15. After maturity of the policy, he received discharge voucher amounting to Rs.75,718/- from Paralakhemundi Branch of the OP as net amount payable. But soon the policy was transferred from the said Branch to Jajpur Branch. On submission of all documents, the Jajpur Branch did not pay the maturity claim since there was gap of more than 20 premiums. Though Paralakhemundi Branch issued D/V with 4 nos. of gap premium, the Jajpur Branch showed 26 nos. of gap premium. So he was totally confused. He wrote to OP for an early settlement of maturity claim, but there was no response. Finding no alternative, he approached this forum for Redressal. On the other hand, the OP filed SCN and stated that the premium paid under the policy upto 11/2013 was having 24 gaps. The gaps which were shown by Paralakhemundi Branch were not correct. The OP intimated to the complainant about the gap premiums and also requested to submit remittance particulars. The OP would take decision about the maturity claim after getting information from the complainant.

I have gone through the documents placed before this forum. There is no dispute that the complainant took the aforesaid policy from the OP on 28.03.2000 under salary savings scheme. Also it is admitted that the Paralakhmundi Branch Office issued D/V much before maturity showing that the net amount payable was Rs.75718/-. But there is no trace of submission of D/V along with other papers by the complainant. Had he submitted it along with other papers, he would have been entitled to interest in case there was negligence on the part of the OP in settling the claim. Having regard to the entire facts and the circumstances of the case this forum is of considered opinion that the complainant should submit the original policy bond, D/V and NEFT particulars as early as possible, so that the OP shall settle the claim and pay Rs.75718/- as shown in the D/V issued by its office. However, the complainant's claim for payment of interest is untenable in the circumstance.

AWARD

Taking into account the facts & circumstances of the case and the submissions made by both the parties during the course of hearing, a sum of Rs.75718/- is hereby awarded to be paid by the Insurer to the Insured, towards full and final settlement of the claim.

Hence, the complaint is treated as allowed to the extent as indicated above.

DATE: 27.05.2016

In the matter of Sh.Sayed Khaalid Husain

Vs

ICICI Prudential Life Insurance Company Ltd.

1. The complainant alleged that the first survival benefit of Rs.30000/- under policy no.00145330 was due on 03.06.2014 but he had not received the same till date. He had written several letters to the Insurance Company. He approached this forum for survival benefit amount of Rs.30000/- alongwith 24% interest compounding half yearly.

2. The Insurance Company in its SCN dated 11.05.2016 submitted that the subject policy was issued on the basis of duly filled and signed proposal form and was issued on 03.06.2002. The complainant had paid the premiums for 12 years and as per the terms and condition of policy the Insurance Company paid 20% of the sum assured i.e.Rs.30000/- vide cheque no.662702 on 14.05.2014 which was dispatched on 15.05.2014 but it was return to the company on 23.05.2014 citing reason “consignee not available’. The company had informed the same to the complainant via SMS on 27.5.2014. The company further submitted that the Complainant had approached the IGMS about the same and the company communicated the decision vide e-mail dated 08.02.2016. The company reiterated that the survival payout amount had been processed by the company as per the terms and condition of policy and there was no deficiency in the services of the company. Further the complainant had failed to pay renewal premium under the subject policy since 03.06.2014. due to which ,the policy was in ‘paid-up’ status. Hence, it was requested that the case was devoid of any merit and may be dismissed.
3. I heard both the sides, the complainant as well as the Insurance Company. The complainant reiterated his complaint. During the course of hearing the Insurance Company informed that complainant had not confirmed his address and bank details without which they were unable to communicate with him. The complainant was advised to confirm his address and bank details so that payment through NEFT could be made by the Insurance Company .

DATE: 18.05.2016

In the matter of Sh. Ashok Kumar Saxena

Vs

Life Insurance Corporation of India

1. The Complainant stated that he had purchased an Insurance Policy in the name of his son. Under the policy, he was to get an amount of Rs. 20000/- in December, 2008. The Insurance Company informed that cheque dated 28.12.2008, amounting Rs. 20000/- had been credited in the bank account of Sh. M. Saxena on 24.01.2009. He submitted the Bank of Baroda bank statement of his

son for the period 01.12.2008 to 31.01.2009 confirming that no amount had been credited in his account. He requested the Insurance Company to provide him the details of the bank account in which the amount had been credited. The Insurance Company had not provided the same till date.

2. The Insurer i.e. LIC of India in its SCN reply dated 16.05.2016 informed that a cheque amounting Rs. 20000/- dated 16.05.2016 had been issued in the favor of Sh. Mohit Saxena and the same had been deposited in Bank A/C No. 27020100009297, BOB, Purana Ganj, Pilibhit of Sh. Mohit Saxena.
3. I heard both the sides, the Complainant and the Insurance Company. During the course of hearing, the Insurance Company stated that cheque amounting Rs. 20000/- had already been issued and deposited in the bank A/C of Sh. Mohit Saxena on 16.05.2016. The Insurance Company also informed that they had also been able to find out the credit details of earlier cheque issued on 28.12.2008. They informed that the said cheque had been credited in SBI Bank A/C no. 11181432318 of Sh. Mohit Saxena. Since the Insurance Company had already issued the cheque in favor of the Policyholder, I therefore, see no reason to interfere with the decision of the Insurance Company. The Complainant is, however, advised to refund the amount of Rs. 20000/- deposited in his A/C on 16.05.2016, to the Insurance Company if the earlier cheque had already been credited in his account. The complaint filed by the Complainant is disposed off.

DATE: 25.08.2016

In the matter of Sh. Paras Kumar Gupta
Vs
SBI Life Insurance Company Limited

1. The Complainant stated that he had bought SBI Life Shubh Nivesh Endowment policy no. 35007474305 in 2011. At the start of the policy, he was told that sum assured amount under the policy was Rs. 393000/-. This sum assured amount

was also mentioned in first premium paid certificate. However, from 2nd year onwards, the sum assured amount was reduced to Rs. 131000/-. Upon maturity he was paid only Rs. 152568/- against the premium amount of Rs. 150000/- paid by him. He had also never received any policy document for any reference. He raised his concern with the Insurance Company but did not get satisfactory reply.

- 2.** The Insurer i.e. SBI Life Insurance Company in its SCN reply dated 29.07.2016 stated that the complainant had applied for insurance through proposal no. 351076192 dated 15.11.2010 with initial premium deposit of Rs. 30000/-. Accordingly Insurance Policy no. 35007474305 was issued with date of commencement as 11.01.2011 and Basic Sum Assured as Rs. 131000/-. Apart from the basic sum assured, the Complainant had also opted for Accidental Death Benefit Rider of Rs. 131000/- and Accidental Total Permanent Disability Rider of Rs. 131000/-. The original policy document was dispatched to the address of the policyholder on 13.01.2011 through EMS Speed Post no. EM693012583IN. On maturity of the policy, an amount of Rs. 152568/- had already been paid to the complainant on 18.01.2016.

- 3.** I heard both the sides, the Complainant and the Insurance Company. During the course of hearing, the Complainant stated that maturity sum assured amount under the Insurance Policy no. 35007474305 had been reduced from Rs. 393000/- to Rs. 131000/-. He was issued first premium paid certificate for the FY 2010-11 stating the Sum Assured amount as Rs. 393000/- but the said Sum Assured amount was reduced to Rs. 131000/- in the premium paid certificates for the year 2011-12, 2012-13, 2013-14 and 2014-15. He had also not received any policy document from the Insurance Company to go through the same and verify the particulars under policy. The Insurance Company submitted that Insurance Policy was issued on 11.01.2011. The basic Sum assured under the policy was Rs. 131000/- and the complainant had also opted for Accidental Death Benefit Rider of Rs. 131000/- and Accidental Total Permanent Disability Rider of

Rs. 131000/-. The original policy document was dispatched on 13.01.2011 and the same was not returned undelivered.

I find that the current Insurance Policy was issued on 11.01.2011. As per the records submitted by the Insurance Company, the complainant had contacted the Insurance Company in 2011 regarding the issue of sum assured amount under the policy. The Insurance Company had replied to the complainant vide mail/ letter dated 21.12.2011 clarifying the issue of Sum Assured amount under the policy. After that, the Complainant had been paying regular premiums under the policy and the premium paid certificates for the FY 2011-12 to 2014-15 also showing the Basic Sum Assured as 131000/- but he never made any complaint to the Insurance Company. During the course of hearing, the complainant also admitted that he had never made any complaint to the Insurance Company regarding non receipt of policy documents. The complainant started making complaints regarding maturity sum assured and non receipt of policy documents only at the time of maturity of the policy. I hold that the complainant invoked his remedies only at the time of maturity of the policy and therefore, see no reason to interfere with the decision of the Insurance Company. The complaint filed by the Complainant is disposed off.

Life Insurance

Gist of Awards issued 2016-17(Maturity)

Pune

From 1/4/2016 to 30/9/2016 (Page 1)

Complaint no.PUN-L-041-0119

Award no IO/PUN/A/LI/0078/2016-2017 dated 1st July,2016

Baban R Sonawale vs SBI Life Insurance co ltd.

Partial settlement of Maturity claim

The complainant was insured for Rs.95,000/- in a whole life policy with limited premium payment term of 5 years. The above policy matured on 25/1/2016 at the end of five years term and the complainant was paid Rs.108428/- on 27/1/2016. The complaint is for payment of an additional amount equal to basic sum assured. The complainant averred that the amount of maturity value paid by the respondent is less than the premiums paid by the complainant. The complainant requested that the amount equal to sum assured which is payable after completion of age 100 years should be paid now.

The Respondent denied all allegations about Mis Sale. The Maturity claim was settled as per policy terms and conditions. The complainant vide letter dated 3/3/2016 and 28/5/2016 had conveyed that he is not interested to continue life cover and as a very special case , the request of the complainant was considered favourably and an amount of Rs.36806/- was paid to the complainant.

The Forum observed that the Respondent has displayed customer friendly approach and in lieu of life cover of Rs.95,000/- upto 100 years of age has paid an amount of Rs.36806/- to the complainant. The complaint is devoid of merit and is not tenable.

Taking into account the facts and circumstances of the case and the submissions by both the parties, the Forum finds that the complaint is devoid of merit and is accordingly dismissed.

From 1/10/2016 to 31/3/2017 (Page 2 & 3)

Complaint no PUN-L-009-1617-0412

Award no IO/PUN/A/LI/0187/2016-2017 dated 28th November,2016

Gopal Krishna vs Birla Sun Life Insurance co.ltd.

Discrepancy in maturity claim amount

Mr Gopal Krishna , the complainant had taken Gold Plus Plan,a unit linked insurance product from the Respondent , life assured was Mrs Kamini Gurnani. Mr Gopal Krishna had vide his letter dated 10/12/2008 requested for premium reduction from Rs.50,000/- to Rs.20,000/- and his request was

accepted and accordingly the complainant paid Rs.20,000/- for the next two consecutive years. Total premiums received under the policy amounted to Rs.90,000/- The policy matured on 28/11/2015 and policy payout amount of Rs.87,958.48 was credited to his Bank account on 8/12/2015. The complainant approached the respondent regarding discrepancy in policy pay out amount on 18/1/2016. The complainant averred that the amount received is less than the premiums paid. He further contended that he had not received annual fund statements from the respondent. The complainant did not receive any support / assistance from the Respondent by way of advice to switch/ to appropriate fund which has resulted in loss and reduction in fund value.

The respondent denied all allegations and pointed out that the unit linked life insurance policy is subject to investment risk associated with capital markets and the price of units may vary based on the actual performance of the Fund chosen by the policyholder. The complainant after paying annual premiums for 3 consecutive years ; paid 4th Premium of Rs.20, 000/-in the 2010 which was duly refunded on 27/3/2012 as excess premium paid.

The terms and conditions of the policy document clearly state that the sum assured remains the same even if the policyholder exercises the option to reduce premium for the remaining premium payment term, which means that mortality charges and policy administration charges which are related to sum assured are not reduced . Hence the expected and requisite increase in number of units at maturity from the date of inception has depleted. The complainant cannot insulate himself from the responsibility of monitoring the performance of the fund and the need to switch over to other type of fund for ensuring the maximum yield on investments. The fourth premium paid inadvertently by the complainant in 2010 was returned only on 27/3/2012 after repeated follow up by the complainant and his son. The respondent had returned the amount paid i.e. Rs.20, 000/- only after a gap of one year and four months. The respondent could have gracefully refunded the extra deposit with reasonable interest but has failed to do so.

Both the complainant and the respondent are not fault free, the complainant did not monitor the performance of the fund and the Respondent had not rendered any assured advice on fund performance and switch over. The complaint has limited merit.

The complaint that the Maturity Proceeds are less than the premiums paid is devoid of any merit and is dismissed. However, the Respondent is directed to pay interest @ 9% on the refund of extra deposit for the period of delay i.e. from the date of receipt of deposit till the date of payment.

Complaint no PUN-L-029-1617-0566

Award no IO/PUN/A/LI/0247/2016-2017 dated 31st January,2017

S G Deodhar vs Life Insurance Corporation of India

Discrepancy in maturity claim amount

The complainant was insured under Jeevan Saral plan for Sum Assured ₹ 2 Lakhs .The yearly premium of ₹ 9608/ was paid by him for the term of 10 years . The complainant received a letter from the respondent that due to typographical error in the policy document the actual maturity sum assured is ₹ 37952/- and not ₹ 2 Lakhs . The complainant averred that he had paid ₹ 96080/- as total premium and as maturity proceeds ₹ 37952/ was being paid to him. The respondent should have informed him about the correct maturity sum assured soon after the issuance of the policy.The respondent admitted that due to technical flaw and wrong alignment in policy printing software , the maturity sum assured appears to be ₹ 2 Lakhs. A letter in the form of addendum / endorsement was issued to the policyholder. The plan is term assurance and maturity sum assured is worked out after deducting premium for death sum assured and administrative expenses.

The Forum observed that the policy document is evidence of contract and respondent cannot be allowed to insulate itself against the benefit mentioned in the policy document on the pretext of a technical error. The policy document does not contain a reference that the maturity proceeds are subject to deduction of risk premium and administrative charges .The respondent by issuing an endorsement in the form of a letter had presumed that the complainant had accepted the downward revision in the benefits payable on maturity.

The respondent is directed to refund the premiums paid by the complainant during the term of the policy with loyalty additions , if any, declared under the plan as on date of maturity towards full and final settlement of the complaint.

Award No. IO/KOC/A/LI/0002/2015-16

Complaint No. KOC-L-029-1617-0008

Award passed on : 26.04.2016

K.S. Sadasivan Pillai Vs LIC of India

Denial of Maturity value

The complainant has taken a JEEVAN AKSHAY-VI pension policy from the respondent Insurer in November, 2011, by remitting Rs.10 lakhs as single premium. After 3 years of taking the policy, he surrendered the policy and got only Rs.9,34,245/-. Being not satisfied with the amount, he made several complaints including Grievance Cell of the Insurer, for which the replies were not satisfactory. Hence, he filed a complaint before this Forum, seeking direction to the Insurer for admission of the balance amount with eligible interest.

Decision : The complaint is dismissed.

\$\$\$\$\$\$

Award No. IO/KOC/A/LI/0006/2015-16

Complaint No. KOC-L-033-1617-0004

Award passed on : 26.04.2016

T.S. Krishna Pai Vs PNB Metlife India Ins. Co. P. Ltd.

Denial of Maturity value

The Complainant has taken a MET Pension policy from the respondent Insurer in March, 2005. It was a Single premium policy with a term of 10 years. The policy has matured for payment on 31/03/2015. All requirements for settlement of the claim have been submitted on 22/04/2015 and he was informed that they could not trace the policy details in their system. Further complaint was raised with the GRO of the company, but no action has been taken till date. Hence, he filed a complaint before this Forum, seeking direction to the Insurer for settlement of maturity benefits with interest.

Decision : The Respondent insurer is directed to Pay Rs.1,28,000/- with SI 9% p.a..

\$\$\$\$\$\$\$\$

Award No. IO/KOC/A/LI/0008/2015-16

Complaint No. KOC-L-029-1617-0001

Award passed on : 27.04.2016

Mohammedali. K Vs LIC of India

Denial of Maturity value

The complainant has taken a Jeevan Saral policy from the respondent Insurer in April, 2006 and premiums were paid regularly, till maturity date. The premium paying term of the policy was 10 years and he has paid premiums till end of the policy. On 15/09/2015, he was informed that the Maturity Sum Insured is only Rs.33768/-, where as he paid a total amount of Rs.48960/-towards premium. He appealed to the grievance Cell of the Insurer for considering the amount shown in the policy (Rs.100000/- Death Benefit Sum Assured) as Maturity Sum Assured for which no reply has been received till date. Hence, he filed a complaint before this Forum, seeking direction to the Insurer for considering the amount shown in the Policy, as maturity amount and not the revised amount as intimated, while settling the Maturity claim.

Decision : The Respondent insurer is directed to Pay an amount of Rs.48960/-.

\$\$\$ \$\$\$\$

Award No. IO/KOC/A/LI/0014/2015-16

Complaint No. KOC-L-029-1617-0011

Award passed on : 29.04.2016

Thankamma Sukumaran Vs LIC of India

Denial of full Maturity value

The complainant has taken a Jeevan Saral policy from the respondent Insurer in November, 2005 and premiums were paid regularly, till maturity date. The premium paying term of the policy was 10 years and she has paid premiums till end of the policy. On maturity of the policy, she got only Rs.37100/- towards maturity claim. She appealed to the grievance Cell of the Insurer for considering the amount shown in the policy as Maturity Sum Assured for which no reply has received till date. Hence, she filed a complaint before this Forum, seeking direction to the Insurer for considering the amount shown in the policy as Maturity amount and not the revised amount as intimated.

Decision : The Respondent insurer is directed to Pay Rs.14105/- diff. between prem & maturity claim settled.

\$\$\$\$\$\$\$\$

Award No. IO/KOC/A/LI/0015/2015-16

Complaint No. KOC-L-029-1617-0026

Award passed on : 29.04.2016

Premanathan. P Vs LIC of India

Denial of full Maturity value

The complainant has taken a Jeevan Saral policy from the respondent Insurer in February, 2006 and premiums were paid regularly, till maturity date. The premium paying term of the policy was 10 years and he has paid premiums till end of the policy. On maturity of the policy, he got only Rs.3,27,865/- towards maturity claim, as against Rs.3,21,440/-paid towards premium. He appealed to the grievance Cell of the Insurer for considering the amount shown (Death Sum assured) in the policy as Maturity Sum Assured for which no reply has been received till date. Hence, he filed a complaint before this Forum, seeking direction to the Insurer for considering the amount shown in the policy, with benefits, as maturity amount and not the revised amount as intimated.

Decision : The Respondent insurer is directed to Pay Maturity benefit of Rs.327865/-.

\$\$\$\$\$\$\$\$

Award No. IO/KOC/A/LI/0016/2015-16

Complaint No. KOC-L-029-1617-0012

Award passed on : 29.04.2016

James Joseph Vs LIC of India

Denial of full Maturity value

The complainant has taken a Jeevan Saral policy from the respondent Insurer in March, 2004 and premiums were paid regularly, till maturity date. The premium paying term of the policy was 12 years and he has paid premiums till end of the policy. On 15/09/2015, he was informed that the Maturity Sum Insured is only Rs.30,932/-, where as he paid a total amount of Rs.36,768/- towards premium. He appealed to the grievance Cell of the Insurer for considering the amount shown in the policy (Rs.62,500/- Death Benefit Sum Assured) as Maturity Sum Assured for which no reply has been received till date. Hence, he filed a complaint before this Forum, seeking direction to the Insurer for considering the amount shown in the Policy, as maturity amount and not the revised amount as intimated, while settling the Maturity claim.

Decision : The Respondent insurer is directed to Settle maturity value of Rs.62500/- along with bonus.

\$\$\$ \$\$\$\$

Award No. IO/KOC/A/LI/0028/2015-16

Complaint No. KOC-L-029-1617-0064

Award passed on : 20.05.2016

Anupriya. K Vs LIC of India

Denial of Maturity value under a policy

The complainant has taken a Jeevan Saral policy from the respondent Insurer in March, 2004 and premiums were paid regularly, till maturity date. The premium paying term of the policy was 12 years and she has paid premiums till end of the policy term. On 29/02/2016, she was informed by the Insurer that the Maturity Sum Assured was wrongly shown as Rs.62500/- in the policy instead of Rs.27867/- and for making necessary endorsement to correct the Maturity Sum Assured in the policy, they require the original policy document. She appealed to the grievance Cell of the Insurer for considering the amount originally shown in the policy as Maturity Sum Assured for which no reply has been received till date. Hence, she filed a complaint before this Forum, seeking direction to the Insurer for considering the amount shown in the policy as Maturity Sum assured and not the revised amount as intimated.

Decision : The complaint is dismissed.

\$\$\$ \$\$\$\$

Award No. IO/KOC/A/LI/0036/2015-16

Complaint No. KOC-L-029-1617-0089

Award passed on : 26.05.2016

Varghese. K.R Vs LIC of India

Denial of Maturity value in lumpsum

The Complainant had taken a Pension Plan named "NEW JEEVAN SURAKSHA" from the respondent Insurer, the vesting date of which was 28/03/2015. He had submitted the surrender request along with the required documents in the first week of September 2015. He made repeated requests with the Branch Office and Divisional Office of the Insurer for crediting the surrender value to his Bank A/c, for which no response has been received till date. Hence, he filed a complaint before this forum, seeking direction to the Insurer for settlement of surrender value without any further delay.

Decision : The Respondent insurer is directed to Pay surrender value with SI 9%.

\$\$\$\$\$\$\$\$

Award No. IO/KOC/A/LI/0038/2015-16

Complaint No. KOC-L-029-1617-0053

Award passed on : 27.05.2016

Mr. Saseendran Vs LIC of India

Denial of Maturity value under a policy

The complainant has taken a Jeevan Saral policy from the respondent Insurer in March, 2005 and premiums were paid regularly, till maturity date. The premium paying term of the policy was 11 years and he has paid premiums till end of the policy. On 28/11/2015, he was informed by the Insurer that the Maturity Sum Assured was wrongly shown as Rs.53586/- instead of Rs.32776/-. He appealed to the grievance Cell of the Insurer for considering the amount originally shown in the policy as Maturity Sum Assured for which no reply has been received till date. Hence, he filed a complaint before this Forum, seeking direction to the Insurer for considering the amount shown in the policy as Maturity Sum assured and not the revised amount as intimated.

Decision : The Respondent insurer is directed to Settle Rs.53856/- as maturity value.

\$\$\$\$\$\$\$\$

Award No. IO/KOC/A/LI/0039/2015-16

Complaint No. KOC-L-021-1617-0050

Award passed on : 09.06.2016

Mr. James Joseph Vs ICICI Prudential Life Insurance Co. Ltd.

Dispute on the low Maturity amount

The complainant has taken an insurance policy called INVEST SHIELD-LIFE from the respondent Insurer for a premium paying term of 10 years, with an yearly premium of Rs.10,000/-. He has paid premiums for 10 years @ Rs.10,000/-each. The policy has matured for payment in December, 2015 and received Rs.70,450.38 towards maturity payment. Being not satisfied with the maturity amount, he appealed to the grievance Cell of the Insurer for a review of the amount, for which no reply has been received. Hence, he filed a complaint before this Forum, seeking direction to the Insurer for a reasonable settlement.

Decision : The complaint is dismissed.

\$\$\$\$\$\$\$\$

Award No. IO/KOC/A/LI/0043/2015-16

Complaint No. KOC-L-033-1617-0098

Award passed on : 21.06.2016

Mr. Santhosh Kumar. K Vs PNB Metlife India Ins. Co. P. Ltd.

Denial of Maturity value/ in lumpsum

The complainant has taken a Pension policy from the respondent Insurer on 23/10/2009 with yearly premium of Rs.10000/-. The premium paying term of the policy was 5 years. The date of vesting of the policy was 23/10/2014. As per policy conditions, the insured can take the vesting benefit in part (up to 1/3) as a lump sum and the balance as annuities using various options as in clause-14. The insured has requested for payment of the whole of maturity amount in lump-sum, but the respondent Insurer has turned down his request. Hence, he filed a complaint before this Forum, seeking direction to the Insurer for admission of entire maturity amount in lump-sum.

Decision : The Respondent insurer is directed to Pay entire maturity amount of Rs.46592.15 + SI 9% p.a..

\$\$\$ \$\$\$\$

Award No. IO/KOC/A/LI/0063/2015-16

Complaint No. KOC-L-029-1617-0173

Award passed on : 19.07.2016

Mr. K.N. Ravi Vs LIC of India

Non receipt of full maturity value

The complainant has taken a Jeevan saral Policy on 28/03/2006 for a premium paying term of 10 years. He got a letter from the Insurer on 15/09/2015 informing that the Maturity Sum assured was shown erroneously as Rs.62500/-, where as the correct amount is Rs.24197/- The policy has matured for payment on 28/03/2016. He appealed to the Grievance Cell of the Insurer to consider the Sum Assured shown in the policy as the Maturity Sum Assured, while settling the Maturity claim, but the reply was not satisfactory. Hence he filed a complaint before this Forum, seeking direction to the Insurer for considering the Sum Assured shown in the policy as Maturity Sum Assured and not the revised amount intimated subsequently.

Decision : The Respondent insurer is directed to Settle an amount of Rs.30,960/-.

\$\$\$\$\$\$\$\$

Award No. IO/KOC/A/LI/0066/2015-16

Complaint No. KOC-L-029-1617-0157

Award passed on : 19.07.2016

Mr. Balan. C Vs LIC of India

Non receipt of full maturity value

The complainant has taken a Jeevan Saral policy from the respondent Insurer in March, 2006 for a policy term of 10 years. The premium paying term of the policy is also 10 years and premiums are being paid regularly under monthly mode. The policy has matured for payment on 18/03/2016 and she got only Rs.41453/- towards maturity amount. He appealed to the Grievance Cell of the Insurer for considering the amount shown in the policy (death Sum Assured) as Maturity Sum Assured for which the reply was not satisfactory. On 28/03/2016, he received a letter from the Insurer stating that there has been an inadvertent typographical error in Maturity sum Assured and the correct amount is Rs.32512/-plus loyalty addition. Hence, he filed a complaint before this Forum, seeking direction to the Insurer for considering the amount shown in the policy (Death Sum Assured) as Maturity amount and to settle the balance amount accordingly.

Decision : The Respondent insurer is directed to Settle an amount of Rs.49,000/- as maturity value.

\$\$\$\$\$\$\$

Award No. IO/KOC/A/LI/0072/2015-16

Complaint No. KOC-L-041-1617-0132

Award passed on : 19.07.2016

Mrs. Elezebet R Chandavarkar Vs SBI Life Insurance Co. Ltd.

Denial of Maturity value in lumpsum

The complainant has taken a Pension policy from the respondent Insurer in January, 2008 for a term of 8 years under single premium mode. She had paid Rs.3 lakhs as single premium. The policy has vested on 22/01/2016. Once the policy gets vested, the policy holder has 2 options. Either to purchase Annuity Plan for the entire maturity amount or commute up to 33% of Fund Value as lump sum and the balance can be used for the purchase of annuity either from them or from any other approved Insurer. The insured has requested for the entire Fund Value on vesting date as lump-sum, but the respondent Insurer did not accede. Her appeal to the grievance Cell of the Insurer for a review of the request was also in vain. Hence, she filed a complaint before this Forum, seeking direction to the Insurer for paying the entire maturity Fund value in lump-sum.

Decision : The Respondent insurer is directed to Pay maturity value.

\$\$\$\$\$\$\$\$

Award No. IO/KOC/A/LI/0078/2015-16

Complaint No. KOC-L-029-1617-0138

Award passed on : 22.07.2016

Mrs. Maharuniza Beevi. R Vs LIC of India

Dispute on the Maturity value under a policy

The complainant has taken a Jeevan Saral policy from the respondent Insurer in March, 2005 and premiums were paid regularly, till maturity date. The premium paying term of the policy was 11 years and she has paid premiums till end of the policy. On maturity of the policy, she got only Rs.53535/- towards maturity claim including loyalty addition. She appealed to the grievance Cell of the Insurer for considering the amount shown in the policy as Maturity Sum Assured for which the reply was not satisfactory. Hence, she filed a complaint before this Forum, seeking direction to the Insurer for considering the amount shown in the policy as Maturity amount plus loyalty addition and not the revised amount as intimated.

Decision : The Respondent insurer is directed to Pay maturity claim.

\$\$\$\$\$\$\$\$

Award No. IO/KOC/A/LI/0079/2015-16

Complaint No. KOC-L-029-1617-0198

Award passed on : 27.07.2016

Mrs. Sreedevi. C.P Vs LIC of India

denial of full maturity amount

The Complainant has taken a Jeevan Saral Policy from the respondent Insurer in August, 2006 for a term of 10 years. The policy is maturing on 17/08/2016. She got a letter from the Insurer in February, 2016 stating that there has been an inadvertent typographical error in the Maturity sum Assured shown in the policy and the correct amount is Rs.29610/-. They also requested to send the original policy document to effect correction therein with suitable endorsement. She appealed to the Grievance Cell of the Insurer to consider the Sum Assured printed in the policy as the Maturity Sum Assured and not the revised amount as intimated, for which the reply was not satisfactory. Hence, she filed a complaint before this Forum, seeking direction to the Insurer for considering the amount shown in the policy as the Maturity Sum Assured and not the revised amount, as intimated.

Decision : The Respondent insurer is directed to Settle Rs.37,753/- as maturity value.

\$\$\$ \$\$\$\$

Award No. IO/KOC/A/LI/0088/2015-16

Complaint No. KOC-L-029-1617-0141

Award passed on : 29.07.2016

Mrs. Alikutty. K.U Vs LIC of India

Dispute on the Maturity value under a policy

The complainant has taken a Jeevan Saral policy from the respondent Insurer in March, 2007 for a policy term of 10 years. The premium paying term of the policy is also 10 years and premiums are being paid regularly under monthly mode. On 15/03/2016, she received a letter from the Insurer stating that there has been an inadvertent typographical error in Maturity sum Assured and the correct amount is Rs.32512/-. She appealed to the grievance Cell of the Insurer for considering the amount shown in the policy (death Sum Assured) as Maturity Sum Assured for which the reply was not satisfactory. Hence, she filed a complaint before this Forum, seeking direction to the Insurer for considering the amount shown in the policy (Death Sum Assured) as Maturity amount, while settling the claim and not the revised amount as intimated

Decision : The Respondent insurer is directed to Settle Rs.48,000/- as maturity value.

\$\$\$\$\$\$\$\$

Award No. IO/KOC/A/LI/0089/2015-16

Complaint No. KOC-L-029-1617-0178

Award passed on : 29.07.2016

Mr. V. sathia Pradeep Vs LIC of India

Non receipt of full maturity value

The complainant has taken a Jeevan saral Policy on 28/01/2007 for a premium paying term of 10 years. He got a letter from the Insurer on 03/05/2016 informing that the Maturity Sum assured under the policy is Rs.44990/- and requested to send the Policy document to effect necessary endorsement there in. The policy is maturing for payment on 28/01/2017. He appealed to the Grievance Cell of the Insurer to consider the Sum Assured shown in the policy as the Maturity Sum Assured, while settling the Maturity claim, but the reply was not satisfactory. Hence he filed a complaint before this Forum, seeking direction to the Insurer for considering the Sum Assured shown in the policy as Maturity Sum Assured and not the revised amount intimated subsequently.

Decision : The Respondent insurer is directed to Settle Rs.60000/- as maturity value.

\$\$\$\$\$\$\$\$

Award No. IO/KOC/A/LI/0095/2015-16

Complaint No. KOC-L-029-1617-0217

Award passed on : 17.08.2016

Mr. Rameshan Purukkayi Vs LIC of India

denial of full maturity amount

The complainant has taken a Jeevan saral Policy on 28/08/2006 for a premium paying term of 10 years. He got a letter from the Insurer on 25/04/2016 informing that the Maturity Sum assured was shown erroneously as NIL, where as the correct amount is Rs.108140/-. The policy is maturing for payment on 28/08/2016. He appealed to the Grievance Cell of the Insurer to consider the Sum Assured shown in the policy (Death sum Assured) as the Maturity Sum Assured, while settling the Maturity claim, but the reply was not satisfactory. Hence he filed a complaint before this Forum, seeking direction to the Insurer for considering the Sum Assured shown in the policy as Maturity Sum Assured and not the revised amount intimated subsequently.

Decision : The Respondent insurer is directed to Pay Rs.240200/- as maturity amount.

\$\$\$\$\$\$\$\$

Award No. IO/KOC/A/LI/0103/2015-16

Complaint No. KOC-L-029-1617-0216

Award passed on : 22.08.2016

Mrs. Mariamma Chacko Vs LIC of India

denial of full maturity amount

The complainant has taken a Jeevan saral Policy on 06/01/2005 for a premium paying term of 12 years. She got a letter from the Insurer on 16/04/2016 informing that the Maturity Sum assured was shown erroneously as NIL, where as the correct amount is Rs.30932/-. The policy is maturing for payment on 06/01/2017. She appealed to the Grievance Cell of the Insurer to consider the Sum Assured shown in the policy (Death sum Assured) as the Maturity Sum Assured, while settling the Maturity claim, but the reply was not satisfactory. Hence she filed a complaint before this Forum, seeking direction to the Insurer for considering the Sum Assured shown in the policy as Maturity Sum Assured and not the revised amount intimated subsequently.

Decision : The complaint is dismissed.

\$\$\$\$\$\$\$\$

Award No. IO/KOC/A/LI/0119/2015-16

Complaint No. KOC-L-029-1617-0247

Award passed on : 07.09.2016

Mr. Santhosh D Vs LIC of India

Wrongful surrender of policy instead of maturity claim

The Complainant has taken a Bima Kiran Policy from the respondent Insurer on 28/03/1996. The term of the policy was 20 years. The Complainant says that he got a message from the Insurer stating that Maturity benefit is due under the policy on 28/03/2016 and requested to submit NEFT details, if not submitted earlier. He has submitted all the documents including original policy document and Bank particulars on 19/02/2016. On 29/02/2016, Rs.14999/- has been credited to his Bank A/c as surrender value. He alleges that he was never interested to surrender the policy prior to 33 days of maturity by losing 10 years Free Insurance coverage of Rs.50000/-. He appealed to the Grievance Cell of the Insurer to release the Maturity benefits instead of surrender value by paying the balance amount and allow free Insurance coverage for 10 years as warranted in the policy, for which the reply was not satisfactory. Hence, this complaint

Decision : The Respondent insurer is directed to Pay Rs.6675/- diff between MV and SV and restore free insurance cover of Rs. 20000/-.

\$\$\$\$\$\$

V/s

(Non Settlement of maturity claim)

The fact of the complaint is that the complainant had purchased a policy bearing no. 191406273 on the life of his daughter on 15-01-1998 having single premium of Rs. 12769/- for 18 years term. Policy matured on 15-01-2016 but maturity claim amount was not paid to the complainant. The insurer in its SCN reply submitted that due to technical reason, maturity claim under the policy could not be paid to the policy holder. The matter had also been referred to higher office and respondent company was ready to make the payment alongwith penal interest at the earliest possible.

During the course of hearing, it was informed by the company that there were some technical errors while issuing the policy. However the company was ready to own the mistake and a proposal for payment of maturity amount of Rs.43000/- had been sent to Central office of the respondent company for approval.

In view of these facts and circumstances, it was awarded for an amount of Rs.43000/- alongwith interest @ 9% w.e.f. 15-01-2016 till the date of actual payment. This would be as full and final settlement of the grievance/ complaint.
