

## **BHUBANESWAR**

### **BHUBANESWAR OMBUDSMAN CENTRE**

**Complaint No-21-001-1090**

**Sri Santhosh Kumar Senapati Vs. Life Insurance Corporation of India  
(Bhubaneswar-I B.O. of Bhubaneswar D.O.)**

**Award dated 20<sup>th</sup> August, 2010**

#### **FACT:-**

The complainant had taken one insurance policy bearing no. 580764556 from Life Insurance Corporation of India for Rs.25,000/- sum assured with date of commencement as 14.2.1994. As per the policy condition, Survival Benefit for Rs.6250/- was payable on 14.2.1998, 14.2.2002, 14.2.2006 and 14.2.2009. He had availed loan for Rs.11,000/- on 9.5.2005. The survival benefit due for 14.2.2006 and 14.2.2009 for Rs.6250/- each was adjusted towards the loan. After much correspondence, the insurer refunded Rs.2409/- to him on 27.10.2009. But, he wanted the calculation sheet on adjustment of survival benefit towards loan and the same was not provided to him. While submitting the Self-contained Note, the insurer furnished the details of calculation of interest on loan and adjustment of loan from Survival Benefit due in a separate sheet (Annexure). This sheet shows that as on 14.08.2010 Rs.4217/- would be recoverable from the complainant against his loan.

#### **AWARD:-**

The Hon'ble Ombudsman heard the contention of the Insurer and examined the complaint letter dated 25.02.2010 of the complainant and perused the reports/documents submitted.

He observed that the calculation sheet provided by the insurer was very much clear on adjustment of the amount made by them towards the loan account from the survival benefits due on 14.2.2006 and 14.2.2009. After adjustment of the last Survival Benefit due on 14.2.2009, the balance outstanding loan stood at Rs.270/-. Instead, the insurer refunded Rs.3909/- on two different dates. The insurer, therefore, is aggrieved.

In this situation, the Hon'ble Ombudsman opined that the complaint is baseless being devoid of any merit and it is to be treated as dismissed for non-prosecution.

**BHUBANESWAR OMBUDSMAN CENTRE**

**Complaint No-24-001-1093**

**Smt. Sujata Mohanty Vs. Life Insurance Corporation of India  
(Cuttack-III B.O. of Cuttack D.O.)**

**Award dated 20<sup>th</sup> August, 2010**

**FACT:-**

The Complainant had taken one insurance policy bearing no.581930363 on 28.12.1997 for Rs.1,00,000/- sum assured under Plan no-128 (Jeevan Sneha) from Life Insurance Corporation of India. As per policy condition, Survival Benefit of 20% of Sum Assured payable in five years interval could be reinvested. She desired to reinvest the first survival benefit due in 2002 and accordingly gave the request letter. But, recently, when she enquired the present position she came to know that the said money had not yet been reinvested. The amount had been neither paid to her nor reinvested as yet. So, she prayed for necessary instructions to the insurer would be given by this forum to reinvest her SB due in 2002.

**AWARD:-**

The insurer in their self contained note stated that competent authority had approved reinvestment of SB amount due in 2002 under Policy No.581930363. The servicing Branch Office also had been instructed for necessary action at their end. A copy of their letter dt.10.6.2010 in support of this also was enclosed.

The Hon'ble Ombudsman opined that since the insurer redressed the grievance of the complainant to her satisfaction, the complaint is treated as allowed.

In view of the above, the Hon'ble Ombudsman held that the complainant's grievance is misconceived and in the result, the complaint is dismissed.

**BHUBANESWAR OMBUDSMAN CENTRE****Complaint No-24-001-1091****Sri Sisira Kumar Nayak Vs. Life Insurance Corporation of India  
(Puri B.O. of Bhubaneswar D.O.)****Award dated 20<sup>th</sup> August, 2010****FACT:-**

The Complainant had obtained five insurance policies bearing nos.584133090, 585311399, 584585659,584598628 & 586044276 from Life Insurance Corporation of India. The survival benefits under the policies were due at different periods of time. There was delay in getting the amount. Aggrieved, the complainant approached this forum requesting the following reliefs:

(1) Interest for delay at the rate of 15% per annum compounding quarterly against the delayed payment (2) Payment of Rs.50,000/- as compensation (3) Payment of the cost of the complaint and (4) Change in the communication address in all the policies from Bhavanagar to Kolkata by the insurer.

The insurer along with their self contained note furnished the details of calculation of loan interest and adjustment of loan from Survival Benefit due.

At hearing, the complainant had no evidence in support of his contentions of his contentions whereas the insurer's representative showed the documents in support of his contentions. Further, when he was asked to furnish evidence in support of his complaint, he requested adjournment by a day which was not allowed. Instead, the hearing was continued with the help of the evidence available.

**AWARD:-**

The Hon'ble Ombudsman had heard the contentions of the insurer and the complainant and examined the complaint letter dated 25.2.2010 of the complainant and perused the reports/documents submitted.

He observed that the complainant could not produce any evidence in support of his complaint that the insurer did not send the amounts to him to the correct address. The insurer's representative on the other hand produced a complete record of the correspondence with the complainant as also the details of addresses to which the amounts were sent. He stated that the complainant changed addresses without requesting for change in their records. As a result, the cheques sent to the complainant were returned. He brought the cheques for handing over to the complainant. Since the complainant did not have any evidence in support of his complaint, the Hon'ble Ombudsman held that the complainant's grievance is misconceived and thus the complaint is dismissed.