

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, STATE OF KARNATAKA

(UNDER RULE NO: 16/17 of THE INSURANCE OMBUDSMAN RULES, 2017)

OMBUDSMAN –NEERJA SHAH

In the Matter of MR. NAVEEN KUMAR RAJANNA V/s LIFE INSURANCE CORPORATION OF INDIA

Complaint No: BNG—L—029--1920– 0126

Award No: IO/BNG/A/LI/0182/2019--2020

1.	Name & Address of the Complainant	Mr. Naveen Kumar Rajanna # 128 D, Daddys Garden, 3 rd Cross Kammasandra Road, Hebbagodi Bangalore -560099 (M) 9742314955 e-mail: naveenrajanna1986@gmail.com
2.	Policy No: Type of Policy: Name of the Policy: Commencement of Policy/ Policy Period/PPT	364531895 Life Jeevan Saral Policy with Profits (Plan 165) 28.03.2010 15 Years
3.	Name of the Insured Name of the Policyholder	Mr. Naveen Kumar Rajanna
4.	Name of the Respondent Insurer	LIC Of India – Bangalore DO 2
5.	Date of Repudiation/ Rejection	28.02.2019
6.	Reason for repudiation/ Rejection	Payment of loan interest cannot be waived as it is charged as per policy conditions
7.	Date of receipt of Annexure VI-A	27/06/2019
8.	Nature of complaint	Charging of simple interest on loan for the fault of insurer is un-acceptable
9.	Amount of claim	₹. 71,740/-
10.	Date of Partial Settlement	N A
11.	Amount of relief sought	₹. 71,740/- + Interest
12.	Complaint registered under Rule No	13(1) (f) of Insurance Ombudsman Rules, 2017
13.	Date of hearing/place	28/08/2019 --- Bengaluru
14.	Representation at the hearing	
	a) For the Complainant	Self
	b) For the Respondent Insurer	Mrs. R. Shamalatha - Manager (C.R.M.) Mrs. Kavitha –Admn Officer (C.R.M.)
15.	Complaint how disposed	Dismissed
16.	Date of Award/Order	11/09/2019

17. Brief Facts of the Case:

The complaint arose due to refusal of waiver of interest on loan availed by the Complainant on his captioned policy. Even though he approached the Grievance Redressal Officer (G.R.O.) of the RI, his grievance has not been redressed to his satisfaction. Hence he has approached this Forum seeking justice.

18. Cause of Complaint: -

a. Complainant's argument:

The Complainant in his letter dated 03.06.2019 stated he is the policy holder of the said policy for the past 10 years and has been paying the premium regularly. On 12.09.2014 he availed a loan for an amount of ₹.1,64,500/- and paid interest due from 12.09.2014 to 28.03.2015 amounting to ₹.731/- on 19.12.2015. The next half yearly interest was due on 28.03.2015 for ₹.8225/- which was paid through cheque in the RI's Direct Marketing Unit at Koramangala. Due to their error in the computer system of the RI, the Complainant could not pay the loan and loan interest. Though the Complainant approached the RI to resolve the issue, the RI is insisting the Complainant to pay simple interest on the said loan while agreeing to waive the compound interest. Hence, he has approached this Forum seeking waiver of the simple interest on the loan availed.

b. Respondent Insurer's argument:

The RI vide their SCN dated 24.06.2019 stated that the Complainant availed loan on his policy for an amount of ₹. 1,64,500/- on 12.09.2014 at 10% payable compounding half yearly. The Complainant paid the interest due from 12.09.2014 to 28.09.2014 amounting to ₹. 731/-. The next half yearly interest was due on 28.03.2015 and the Complainant paid the same on 27.04.2015 at their DM-Unit Koramangala and the said receipt was handed over to the Complainant. However the loan history revealed that the said transaction was cancelled on the same day. In view of the cancellation of the said transaction, the Complainant could not pay further loan and loan interest. The RI after thoroughly examining the case, decided to charge simple interest @10% P.A. from 28.09.2014, which works out to ₹. 71,740/-, thereby waiving an amount of ₹. 15,578/-. Not satisfied with the decision of the RI, the Complainant is seeking complete waiver of simple interest also which is contrary to policy conditions.

Since, the RI has acted in a fair and just manner, they have prayed the Forum for dismissal of the said complaint.

19. Reason for Registration of complaint: -

The complaint falls within the scope of Insurance Ombudsman Rules, 2017 under Sec 13(1)(f) and hence, it was registered.

20. The following documents were placed for perusal: -

- a. Complaint along with enclosures,
- b. Respondent Insurer's SCN along with enclosures and
- c. Consent of the Complainant in Annexure VIA & Respondent Insurer in VII A.

21. Result of personal hearing with both the parties (Observations & Conclusions):

The issue to be decided by the Forum is whether the action of RI in rejecting the complainants request for waiver of simple interest on loan is justified.

During the personal hearing on 28.08.2019 the Complainant informed the Forum that when he went to repay the loan and loan interest, the RI did not accept the same due to their fault in computer system

and hence he should not be penalized to pay even simple interest on outstanding loan and sought total waiver of interest payable on the said loan.

The RI admitted that due to their fault, they could not account the loan and loan interest correctly, but when Complainant lodged the complaint, their Competent Authority' waived the Compound interest on the said loan but insisted that he pay simple interest as it was one of the terms and conditions of the loan.

The Forum after careful observations of records and copy of the mails exchanged between the RI and the Complainant, notes that the Complainant availed a loan on 12.09.2014 for an amount of ₹.1,64,500/- @ 10% interest payable half yearly. At the time of availing the loan, the Complainant has signed the necessary loan application and one of the terms and conditions of the loan is that simple interest on half yearly basis is payable at 10% and if the same is not paid in time the rate of interest is compounded. Accordingly the Complainant paid the 'Broken Period Interest' due from 12.09.2014 to 28.09.2014 amounting to ₹.731/-. The next half yearly interest due from 28.09.2014 to 28.03.2015 amounting to ₹.8225/- was paid on 27.04.2015 by cheque to the RI office at Koramangala. But as the RI mis-accounted the said cheque (instead of cheque, the mode of repayment of interest was keyed in as Cash) vide transaction number 2522 dated 27.04.2015 and at the end of the day the said transaction was cancelled. Due to this reason, further payment of interest could not be accounted, and the RI computer systems charged compound interest.

Ongoing through the correspondences between the Complainant and the RI, it is observed that the Complainant did not repay the loan, but repaid only loan interest on 27.04.2015 by cheque and due to wrong accounting by the RI, the said transaction was cancelled. All along he has not made any efforts to repay the loan even though he was corresponding with the RI on the said issue. The RI vide their mail dated 18.02.2019 advised their office to accept 'LOAN PRINCIPAL' pending their decision about interest in order to avoid further interest. Vide their mail dated 28.02.2019 addressed to the Complainant the RI informed him that the cheque tendered by him on 28.04.2015 was for payment of interest at that time and 'NOT FOR REPAYMENT OF LOAN'. However in view of the grievance expressed by the Complainant, the RI waived the compound interest but charged simple interest. The Complainant vide his mail dated 27.07.2017 addressed to RI has stated that he would request to get the waiver off from the branch office of the RI on compound interest if any, while he is agreeable to pay outstanding interest till date.

The RI informed the Forum that the Complainant has not repaid any loan or loan interest on the said policy as on the date of hearing.

The Forum notes that there is deficiency of service on the part of RI in accepting loan and loan interest over a period of 4 years due to their software issue, and hence the RI decided to waive off compound interest and charge simple interest which is fair and just.

However, the RI has acted as per terms and conditions of the loan and also waived the compound interest in the interest of justice, the Forum cannot give in to un-reasonable demands of the Complainant to waive the simple interest on the loan he availed.

AWARD

Taking into account, the facts & circumstances of the case, and the submissions made by both the parties during the course of Personal hearing, the complaint is '**Dismissed**'.

Dated at **Bengaluru** on 11th day of September **2019**

(NEERJA SHAH)
INSURANCE OMBUDSMAN
FOR THE STATE OF KARNATAKA

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, STATE OF KARNATAKA

(UNDER RULE NO: 16/17 of THE INSURANCE OMBUDSMAN RULES, 2017)

OMBUDSMAN –NEERJA SHAH

In the Matter of MRS. SHOBHA.L. TALWARA V/s LIFE INSURANCE CORPORATION OF INDIA

Complaint No: BNG--L--029--1920– 0125, & 136

Award No: IO/BNG/A/LI/0183 & 184/2019--2020

1.	Name & Address of the Complainant	Mrs. Shobha.L. Talwar, C/O Rajashekar Mudhol # 239/4, Flat No 1/B, 2 nd Cross Vivekananda Nagar, Hatalageri Road, Gadag, Karnataka – 582204 (M):876229371	
2.	Policy No: Type of Policy: Name of the Policy: Commencement of Policy/ Policy Period/PPT Mode/Premium Amt	669772026 Life LIC'S New Endowment 15/12/2015 12 Years S.S.S./ ₹.902 P.M.	669774672 Life LIC's New Jeevan Labh 06/02/2016 21 Years/15 Years S.S.S/ ₹. 1063 P.M.
3.	Name of the Insured Name of the Policyholder	Mr. Lingaraj Mohan Talwar (D.L.A.)	
4.	Name of the Respondent Insurer	LIC Of India – Belgaum DO	
5.	Date of Repudiation/ Rejection	01/11/2018	
6.	Reason for repudiation/ Rejection	Policy is in lapsed condition as on the date of death	
7.	Date of receipt of Annexure VI-A	28/08/2019	
8.	Nature of complaint	Repudiation of death claim	
9.	Amount of claim	(1) ₹. 2,00,000/- + (2) ₹. 1,00,000/- + Interest	
10.	Date of Partial Settlement	N A	

11.	Amount of relief sought	₹. 3,00,000/- + Interest
12.	Complaint registered under Rule No	13(1)(b) of Insurance Ombudsman Rules, 2017
13.	Date of hearing/place	28/08/2019 - Bengaluru
14.	Representation at the hearing	
	a) For the Complainant	Self
	b) For the Respondent Insurer	NIL
15.	Complaint how disposed	Partly Allowed
16.	Date of Award/Order	10.09.2019

17. Brief Facts of the Case:

The complaint arose due to repudiation of death claim by the Respondent Insurer (RI) on the policies held by the Deceased Life Assured (D.L.A). In spite of her representations to GRO, there was no response from them. Being aggrieved, she has approached this forum.

18. Cause of Complaint: -

a. Complainant's argument:

The Complainant vide her letter dated 14.01.2019 stated that her deceased husband i.e. D.L.A. availed the said policies from the RI during December 2015 and February 2016. The premium under the said policies were being paid through the 'Salary Savings Scheme' of the RI, wherein the premiums were being deducted from the salary of the D.L.A. and regularly remitted to the RI. During the month of December 2017 as the D.L.A. was on loss of pay, the premiums were not deducted. Upon his death on 06.01.2018, when the Complainant filed the death claim with the RI, the same was rejected for the reason that 'Policy was in lapsed conditions as on the date of death of Life Assured'. When she appealed with the appellate authority i.e. Grievance Redressal Officer of the RI, there was no response from them. Hence she has approached this Forum for reconsideration of her death claim in full, failing which, at least she has appealed this Forum for refund of total premiums paid on 'Humanitarian Grounds'.

b. Respondent Insurer's argument:

The RI vide their SCN dated 26.04.2019 stated that they have issued the said policies on 15.12.2015 & 06.02.2016 respectively and have received the premium up to Nov 2017. As the premium was not received by them for the month of December 2017, and death of the life assured took place after the days of grace, the policy was in lapsed condition as on the date of death, without acquiring any value. Hence, nothing is payable under the said policies. As the RI has acted as per terms and conditions of the policy, they have prayed for dismissal of the said complaint.

19. Reason for Registration of complaint: -

The complaint falls within the scope of Insurance Ombudsman Rules, 2017 under Sec 13(1)(b) and hence, it was registered.

20. The following documents were placed for perusal: -

- d. Complaint along with enclosures,
- e. Respondent Insurer's SCN along with enclosures and
- f. Consent of the Complainant in Annexure VIA & Respondent Insurer in VII A.

21. Result of personal hearing with both the parties (Observations & Conclusions):

The issue to be decided by the Forum is whether the RI is justified in repudiating the death claim under the said policies.

During the personal hearing on 28/08/2019 both the parties reiterated their respective stand.

The Forum after careful deliberations and examination of records, has observed that the D.L.A. was a lecturer in G.V.V.S. P.U. College and availed the said policies during Dec 2015 and Feb 2016. The premium under the said policies were being deducted through 'Salary Savings Scheme' wherein the premiums were being deducted from the salary of the D.L.A. and remitted to the RI. The Employer has deducted the premiums under the said policies from the salary of the D.L.A. and remitted to the RI up to November 2017. The premiums for the month of December 2017 could not be deducted as

the D.L.A. was on loss of pay for the reason that he was hospitalized. Though the due date of premium under the said policies are 06.12.2017 & 15.12.2017 under the said policies, as per the S.S.S. authorization letter of the RI, the premiums are deemed to have fallen due on 20th of December 2017. All terms and conditions are to be considered from the revised due date of premium i.e. 20.12.2017. The grace period allowed for monthly premium under S.S.S. is 15 days. Taking 15 days from 20.12.2017, the Forum notes that the grace period on the both the policies on 04.01.2018. As the policy holder expired on 06.01.2018, i.e. after the days of days of grace, the policy is in lapsed condition and as the policy has not acquired any value, nothing is payable under the policy. Hence, the RI is justified in repudiating the said claim for the reason 'Policy Lapsed as on the date of death' & nothing is payable.

The Complainant informed the forum about her difficult financial position in running the family, and stated that she did not get any compensation from D.L.A.'s employer nor any compassionate appointment. She pleaded with the Forum that since the salary falls due on the last date of the month, the due date of the premiums should be fixed as at the end of the month and the grace period should be reckoned from that date. She prayed the Forum to treat her case sympathetically and direct the RI to treat the due date of premium as 31.12.2017 and count the grace period from that date and honour the death claim.

The Forum notes that it is beyond its purview to direct the RI to change the rules and regulations of the policy contract. The Forum strictly abides by the terms and conditions governing the policy.

However, under Para 4 of Clause No 22 of S.S.S. authorization letter, it is committed by the RI that ' In the event of the premium dues not remitted to the Corporation either by the employer or by the Life Assured/Proposer and the policy becoming lapsed, the liability of the Corporation under the within mentioned policy will be restricted to the extent of the premiums actually received by it and to the provisions of the conditions and privileges governing the policy and no further relief for any claim shall lie with the Corporation.'

Since, the RI has committed that in the event of the policy becoming lapsed the RI's liability is restricted to premiums received, the RI is directed to refund the total premiums paid under both the policies.

AWARD

Taking into account, the facts & circumstances of the case, and the submissions made by both the parties during the course of Personal hearing, the RI is directed to refund the total premiums received together with interest at 8.25%(6.25% bank rate + 2% as per Sec 14(ii) of Policy Holders Protection Rules 2017) from the date of lodging the claim i.e. 25/02/2018 till the date of payment.

Hence, the complaint is '**Partly Allowed**'.

22. The attention of the Complainant and the Insurer is hereby invited to the following provisions of Insurance Ombudsman Rules, 2017:

- a. The Complainant shall submit all requirements/Documents required for settlement of award within 15 days of receipt of the award to the Respondent Insurer.**
- b. According to Rule 17(6) of the Insurance Ombudsman Rules, 2017, the insurer shall comply with the award within thirty days of the receipt of the award and intimate compliance of the same to the Ombudsman.**

Dated at **Bengaluru** on 11th day of September **2019**

(NEERJA SHAH)
INSURANCE OMBUDSMAN
FOR THE STATE OF KARNATAKA

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, STATE OF KARNATAKA

(UNDER RULE NO: 16/17 of THE INSURANCE OMBUDSMAN RULES, 2017)

OMBUDSMAN –NEERJA SHAH

In the Matter of MR. MATHAIS FERNANDES V/s BHARTI AXA LIFE INSURANCE COMPANY LIMITED

Complaint No: BNG--L—008--1920– 0124

Award No: IO/BNG/A/LI/0185/2019--2020

1.	Name & Address of the Complainant	Mr. Mathais Fernandes # 505, 'Albuquerque House' Near Corporation Bank Head Office Pandeshwar, Mangalore – 575001 (M):9448240882/ 0824-2410728
2.	Policy No: Type of Policy: Name of the Policy: Commencement of Policy/ Policy	500-1017994 Life Dream Life Pension – IIE 11.04.2008

	Period/PPT Mode/ Premium Amount	15 Years Yearly / ₹.12,000/-
3.	Name of the Insured Name of the Policyholder	Mr. Mathias Fernandes
4.	Name of the Respondent Insurer	Bharti Axa Life Insurance Company Limited
5.	Date of Repudiation/ Rejection	NIL
6.	Reason for repudiation/ Rejection	NIL
7.	Date of receipt of Annexure VI-A	10.06.2019
8.	Nature of complaint	Lump Sum Maturity value not paid by the RI
9.	Amount of claim	Full Fund Value + Interest
10.	Date of Partial Settlement	N A
11.	Amount of relief sought	Full Fund Value + Interest
12.	Complaint registered under Rule No	13(1)(f) of Insurance Ombudsman Rules, 2017
13.	Date of hearing/place	21/08/2019 – Bengaluru & 28/08/2019
14.	Representation at the hearing	
	a) For the Complainant	Self
	b) For the Respondent Insurer	Ms. Snehal Sawant – Manager(Legal)
15.	Complaint how disposed	Allowed
16.	Date of Award/Order	10.09.2019

17. Brief Facts of the Case:

The complaint arose due to non-settlement of full value of the policy by the Respondent Insurer (RI). Though he represented his issues to the Grievance Redressal Officer (G.R.O.) of the RI, there was no response from them. Being aggrieved, she has approached this forum.

18. Cause of Complaint: -

a. Complainant's argument:

The Complainant vide his letter dated 20.05.2019 stated that he availed the said policy on 11.04.2008 and the policy is to mature on 11.04.2023 as per policy bond. He has paid all the premiums up to 2017, and due to personal reasons, he could not pay the premium due in 2018. Subsequently when he enquired the RI, they informed him that his policy has already matured in 2018 and was not prepared to settle his maturity claim in lump sum. Since he is a physically handicapped person, he is not in a position to pay further premiums and therefore wanted to discontinue the policy which was denied by the RI. Hence, he has approached this office, for settlement of full maturity claim.

b. Respondent Insurer's argument:

The RI vide their SCN dated 16.08.2019 stated that they issued the said policy based on the requirements received from the Complainant. The RI has put in place a mechanism namely 'Pre-issuance verification calls' prior to the issuance of the policy and the core objective of this call is to ensure and confirm and satisfy at RI's end that the Complainant has understood the key features of the policy without any ambiguity and there is no grievance in this regard. Again after the issuance of the

policy, the RI effected PIVC (Post Issuance Verification Call) to the Complainant on the Complainant's registered mobile number. In both the calls the Complainant was in complete agreement with the terms and conditions of the policy and did not raise any issues/concerns about the said policy.

The RI further averred that they neither encourage any discrepancies to creep in, nor do they intend to issue policy based on incorrect information/documents. The RI issued the said policy on 11.04.2008 and despatched the same to the Complainant along with necessary 'Cooling off Cancellation' clause and copy of the proposal and other documents and the Complainant has received the same, but the Complainant did not revert during the said 'Cooling Off Period'. In the instant case the RI received a complaint dated 01.04.2019 (i.e. after 11 years after the expiry of the cooling off period) that he was told that the policy would mature on 11.04.2023 and that the last premium date 11.04.2022. Further on enquiry with the branch office of the RI, the Complainant realized that the said policy matured on 11.04.2018 and he wants 'full maturity claim amount'. As he does not want to continue the policy, he was seeking refund.

On receipt of the said complaint, the RI verified their records and conducted due diligence and concluded that there was 'No Mis-selling' activity involved, no issue was raised during PIVC, and all the policy documents were sent to the Complainant and the Complainant did not revert during the 'cooling off period'. The Complainant's mis-understanding was cleared by the RI thus explaining him the terms and conditions of the policy availed by the Complainant. The RI is neither aware nor privy to the communications the Complainant had with the persons who are alleged to have given any representation to the Complainant and hence they denied the same.

The Complainant has alleged that he was under impression that the policy would mature in 2023 and the last payment was due in 2022 and due to his financial difficulties he could not pay further premiums. Where as in the policy bond, the term is clearly mentioned that the premium paying term is 10 years and policy matured in 2018 and he has paid all the premiums, which means the Complainant was well aware of policy and premium paying terms.

The Complainant's claim of getting full refund of lump sum amount is unjustified as he was never promised that he would get lump sum amount. This being an annuity policy, the RI sent the annuity intimation on 21.02.2018 i.e. 2 months before the vesting date along with relevant option letters. There is no deficiency of service on the part of the RI in servicing the said policy.

The Complainant has not alleged any forgery or fabrication of documents which indicates his admittance to signing of the proposal form and submission of relevant documents for the issuance of the policy and complainant being a prudent person is expected to have read the policy terms and conditions of the policy. Had there been alteration or fabrication found in the document, the policy holder would have immediately raised a concern before the RI but the Complainant did not approach the RI thereby agreeing to the information provided in the policy document.

In the instant case, as the RI has issued the policy as per the requirements of the Complainant, the Complainant is estopped from seeking cancellation of the said policy. The RI does not authorize any of its agents to offer any false promises that were made by any agent of the RI and the RI would not be liable for the same since the same are beyond the authority conferred on them. Further the RI is fully compliant with regard to Sec 41 of Insurance Act 1938.

The RI further reiterated that the matter was duly evaluated and it turned out that the allegations made by the Complainant is bereft of merits. The representations made at the time of solicitation were in line with product features as per the policy documents, and the policy was strictly issued as per the requirements of the Complainant. The present complaint is filed by the Complainant as a mere ruse to get out of the policy which he does not want to continue and seek refund of the entire amount paid which otherwise he was not entitled as per terms and conditions of the policy.

The RI further stated that:-

1. The Complainant was covered under the said policy for the duration to which the premium was paid.
2. The benefits are strictly payable as per terms and conditions of the policy and as policy was issued as per the requirements of the Complainant and it was despatched to the Complainant and he has received the same and further the Complainant did not revert to RI during 'Cooling Off Period'.
3. The Complainant is liable for the following mentioned payment:-

Policy Number	500-1017994
Maturity Amount	₹.2,42,762.14
1/3 rd Withdrawal amount	₹.80,920.71
2/3 rd Amount for purchase of annuity	₹.1,61,841.43

In view of what is stated above the policy cannot be cancelled beyond 'Cooling Off period' which is as per terms and conditions of the policy and also the guidelines of the IRDA. As the Complaint is totally false, mischievous and bereft of any merits, the RI has prayed for dismissal of the said complaint.

19. Reason for Registration of complaint: -

The complaint falls within the scope of Insurance Ombudsman Rules, 2017 under Sec 13(1)(f) and hence, it was registered.

20. The following documents were placed for perusal: -

- g. Complaint along with enclosures,
- h. Respondent Insurer's SCN along with enclosures and

- i. Consent of the Complainant in Annexure VIA & Respondent Insurer in VII A.

21. Result of personal hearing with both the parties (Observations & Conclusions):

The issue to be decided by the Forum is whether the Complainant is eligible for 'Full Fund Value' as per his complaint.

During the personal hearing on 21.08.2019, the Complainant informed the Forum that he availed the said policy in 2008. The policy was issued by the RI for 15 years and it would mature in 2023. He has paid the premium for 10 years i.e. up to 2018 and he could not pay further premiums due from 2019 due to financial problems. When he approached the RI office they informed him that the policy was already matured in 2018 and he would be paid annuity as per terms and conditions of the policy. As he was a handicapped person, he did not want annuity to be paid, but wanted lump sum amount for his medical treatment.

The RI could not attend the hearing on 21.08.2019 and hence another chance was given for the RI and they attended the hearing on 28.08.2019.

The Forum after careful examination of records has observed that the Complainant availed the said policy in 2008 for a period of 10 years which means the said policy is to mature in 2018. But the RI issued the said policy for a 15 year term which means that the said policy would mature on 10.04.2023. The complainant has paid the premium for a period of 10 years i.e. up to 2017, but did not pay the premiums from 2018 onwards.

The Complainant vide his letter to RI dated 01.04.2019 stated that, though the policy will mature on 11/04/2023 and he wished to continue the policy till 11/04/2023, he did not have any source of income, and hence he wanted lump sum amount of ₹.242577/-. In his complaint to this Forum vide his letter dated 20.05.2019 the Complainant has stated that when he approached the RI during April 2019, he was informed that the said policy was already matured and the RI was not ready for refunding the amount. As per policy bond, since the policy was to mature in 2023 he was not prepared to continue the policy due to zero source of income he wanted to discontinue the said policy and hence he approached this Forum for claiming the policy amount.

The Forum notes that though the Complainant availed the said policy for a 10 year term, the RI issued the said policy for a 15 year term which will mature in 2023. The RI has not taken any steps to rectify the error in the policy till 2019. It was only on 20.05.2019 i.e. when the Complainant approached the RI for policy payment, the RI noticed the error and rectified the error. Since the policy has not matured, the Complainant is not eligible for maturity claim or annuity. But the Complainant insisted on 'lump sum payment' on his policy. The Forum observes that as per terms and conditions no 'lump sum' payment is due on the said policy except for 'surrender value' which is as per clause No 3.5 of terms and conditions of the said policy without deduction of any charges as per the terms and conditions as printed on 7.4 under the heading 'Surrender Charges'.

AWARD

Taking into account, the facts & circumstances of the case, and the submissions made by both the parties during the course of Personal hearing, the RI is directed to pay the 'Surrender Value of the policy as on the date of surrender (date of Complainant to RI) i.e. 01.04.2019 together with interest at 8.25%(6.25% bank rate + 2% as per Policy Holders Protection Rules 2017) till the date of payment.

Hence, the complaint is '**Allowed**'.

22. The attention of the Complainant and the Insurer is hereby invited to the following provisions of Insurance Ombudsman Rules, 2017:

- a. **The Complainant shall submit all requirements/Documents required for settlement of award within 15 days of receipt of the award to the Respondent Insurer.**
- a. **According to Rule 17(6) of the Insurance Ombudsman Rules, 2017, the insurer shall comply with the award within thirty days of the receipt of the award and intimate compliance of the same to the Ombudsman.**

Dated at **Bengaluru** on 10th day of September 2019

(NEERJA SHAH)
INSURANCE OMBUDSMAN
FOR THE STATE OF KARNATAKA

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, STATE OF KARNATAKA

(UNDER RULE NO: 16/17 of THE INSURANCE OMBUDSMAN RULES, 2017)

OMBUDSMAN –NEERJA SHAH

In the Matter of MR. PRABODH KUMAR SHENAVA V/s ICICI PRUDENTIAL LIFE INSURANCE COMPANY LIMITED

Complaint No: BNG—L--021--1920– 0209

Award No: IO/BNG/A/LI/0195/2019--2020

1.	Name & Address of the Complainant	Mr. Prabodh Kumar Shenava # G-01, Brigade Elite 1, K.R.S. Road Yadavagiri Mysore – 570020 (M):9845128844
2.	Policy No: Type of Policy: Name of the Policy: Commencement of Policy/ Policy Period/PPT Mode/Premium Amount	07899223 Life – ULIP - Annuity ICICI Premier Pension Plan 22/02/2008 10 Years /3 Years Yearly/₹. 3,00,000/- in the first year and

		₹.1,00,000/- for the next two years
3.	Name of the Insured Name of the Policyholder	Mr. Prabodh Kumar Shenava
4.	Name of the Respondent Insurer	ICICI Prudential life Insurance Company Limited
5.	Date of Repudiation/ Rejection	NIL
6.	Reason for repudiation/ Rejection	NIL
7.	Date of receipt of Annexure VI-A	25/07/2019
8.	Nature of complaint	Non-payment of maturity claim
9.	Amount of claim	₹.14,11,428/- + Interest
10.	Date of Partial Settlement	N A
11.	Amount of relief sought	₹. 14,11,428/- + Interest
12.	Complaint registered under Rule No	13(1)(f) of Insurance Ombudsman Rules, 2017
13.	Date of hearing/place	19/09/2019 - Bengaluru
14.	Representation at the hearing	
	a) For the Complainant	Self
	b) For the Respondent Insurer	Mr. Sony – Manager(Legal)
15.	Complaint how disposed	Dismissed
16.	Date of Award/Order	24.09.2019

17. Brief Facts of the Case:

The complaint arose due to non-settlement of corpus amount together with interest by the Respondent Insurer (RI) on the policy held by the Complainant. In spite of his representations to GRO, his request was denied. Being aggrieved, he has approached this forum.

18. Cause of Complaint: -

a. Complainant's argument:

The Complainant vide his letter dated 09.07.2019 stated that he availed the said policy in 2008 upon the advice of the officers of the ICICI bank as he had good faith about RI. The Complainant was not guided by these officers of the RI about the terms and conditions of the policy. Though he approached the RI initially seeking cancellation of the said policy, he was advised to continue the policy by paying renewal premiums and the said policy matured on 22/02/2018. He had paid all the premiums as per policy terms and conditions amounting to ₹.5,10,000/-. Whenever he visited the RI's office seeking surrender of the said policy, the RI persuaded him to continue the policy till the maturity date in order to get best returns on the said policy. Unaware of the maturity date, he submitted the requisition on 21.05.2018 for settlement of maturity claim in one lump sum as he did not want the annuity to be paid on the said policy. But the same was denied by the RI. As he is a senior citizen and requires lump sum amount for his medical treatment, he has approached this forum for redressal of his grievances.

b. Respondent Insurer's argument:

The RI vide their SCN dated 16/09/2019 admitted to the issuance of the said policy in 2008, despatch of the policy bond to the Complainant and the Complainant has received the same. After paying the 1st

premium of ₹.3,00,000/- the Complainant requested for reduction in premium from ₹.3,00,000/- to ₹.1,00,000/- from 2nd year onwards and has paid the renewal premium for ₹.1,00,000/- for the next 2 years. In all the Complainant has paid an amount of ₹.5,00,000/-. Though the Complainant approached the RI in 2012 & also in 2014 for withdrawal, (after explaining the policy features and benefits by the RI), he consented to continue the said policy. The RI proactively sent the annuity quotation and SMS on his registered mobile number to the Complainant and also an e-mail communique to his e-mail I.D about extending the postponement period option or else can opt for the annuity option. However the RI did not receive any confirmation from the Complainant regarding the same.

The RI further stated that the Complainant has never approached the RI with any discrepancy during the term of the policy. It was only when the policy got non-annuitized on 21/05/2018 the Complainant approached the RI with a concern that the subject policy was 'Mis-Sold' to him. On receipt of the complaint, the RI evaluated the policy details along with annuity pay out options and communicated the same to the Complainant. After the Complainant was registered in this Forum, the RI considering the Complainant's age, profile and on Compassionate ground offered refund of maturity amount of ₹.14,11,428/- and communicated their decision vide their e-mail dated June 15th, 2018. The Complainant has not approached the RI about extending the postponement period or option for annuity under the said policy. As per terms and conditions of the policy contract both the parties to contract are governed by the terms and conditions mentioned in the policy document and all the benefits are payable as per said policy terms and condition. In view of the same the RI is not liable to make any payment to the Complainant.

In addition to the SCN, the RI vide their mail dated 18/09/2019, that they have informed the Complainant to submit the requirements in the next 15 days to process the refund. In the absence of the same they would be revoking the decision to refund the maturity amount. Any benefit post that would be as per terms and conditions of the policy.

19. Reason for Registration of complaint: -

The complaint falls within the scope of Insurance Ombudsman Rules, 2017 under Sec 13(1)(f) and hence, it was registered.

20. The following documents were placed for perusal: -

- j. Complaint along with enclosures,
- k. Respondent Insurer's SCN along with enclosures and
- l. Consent of the Complainant in Annexure VIA & Respondent Insurer in VII A.

21. Result of personal hearing with both the parties (Observations & Conclusions):

The issue to be decided by the Forum is whether the Complainant is eligible for payment of maturity claim in 'lump sum' together with penal interest.

During the personal hearing on 19/09/2019 both parties reiterated their respective stand.

On perusal of records placed before the Forum, it is observed that the Complainant availed the said policy in the year 2008. It is a limited premium paying terms 'ULIP – Annuity Policy'. The premium payable in the first year was ₹ 3,00,000/- and ₹1,00,000/- for the next two years. The Complainant has paid all the due premiums and also paid an additional amount of ₹ 10,000/- as 'Top-Up' premium thereby the total premium paid by the Complainant is ₹5,10,000/-. The said policy vested on 22/02/2018. Upon vesting of the policy, the Complainant is eligible to receive annuity as per condition no 3.1 and accordingly the RI sent the annuity intimation to the Complainant 07/09/2017.

But the Complainant did not respond. Though the RI is bound to pay annuity only as per terms and conditions of the contract, the RI vide their letter dated 26/07/2019 had offered to cancel the subject policy and process the refund of maturity amount ₹ 14,11,428/- as an exception and a very special case and sought the original policy documents and advance discharge form. Though the Complainant accepted the offer of the RI, he did not submit the documents as required by the RI demanding interest on the lump sum corpus.

The Forum after careful examination of the clauses printed in the bond, finds that the Complainant did not approach the RI during the 'Cooling Off Period'. He continued to pay all the premiums as per terms and conditions of the policy. Clearly he was aware of the terms and conditions of the policy. Hence, the Complainants charge that he was 'Mis-Sold' the said policy is set aside.

The Forum also notes that the Complainant is not eligible for refund of corpus on vesting date. Yet, the RI on 'Compassionate Grounds' offered refund of total maturity pay out amounting to ₹.14,11,428/- as a very special case. Since the RI has committed vide their letter dated 22/02/2018 to the Complainant and also vide their mail dated 28/09/2018 that they would be refunding the corpus amount of ₹.14,11,428/- the RI is directed to settle the same.

As the Complainant is not eligible for corpus amount on vesting date, his request for payment of penal interest on the same is rejected.

AWARD

Taking into account, the facts & circumstances of the case, and the submissions made by both the parties during the course of Personal hearing, Hence, the complaint is '**Dismissed**'.

Dated at **Bengaluru** on 24th day of September **2019**

(NEERJA SHAH)
INSURANCE OMBUDSMAN
FOR THE STATE OF KARNATAKA

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, STATE OF KARNATAKA
(UNDER RULE NO: 16/17 of THE INSURANCE OMBUDSMAN RULES, 2017)

OMBUDSMAN – NEERJA SHAH

In the Matter of Mr KRISHNAKANT S BHANDARKAR V/s LIC OF INDIA

Complaint No: BNG-L-029-1920-0172

Award No: IO/BNG/A/LI/0197/2019-2020

1. The Complainant availed Jeevansuraksha (Endowment Funding) policy bearing number 633083702 from Respondent Insurer (hereinafter referred as RI) in March, 2001.
2. The Complainant vide his email dated 06.02.2019 to RI had opted for monthly pension with Option F and his monthly pension was to be started from April, 2019. He complained to RI vide email dated 15.04.2019 regarding non-receipt of pension amount in his account though he had submitted all the necessary documents in February, 2019. GRO of RI had not replied to his request.
3. Aggrieved with the non-payment of his monthly annuity by RI, the Complainant approached this Forum and the Complaint was initiated for further process.
4. Meanwhile, upon mediation of this Forum, RI settled the matter amicably by releasing the annuity payments from March, 2019 to July, 2019 on 19.08.2019 and August, 2019 payment on 16.09.2019.
5. During the course of personal hearing on 25.09.2019, RI submitted that they are in the process of releasing the delayed interest. The complaint is **Allowed**.
6. Respondent Insurer is directed to send Annuity Option acceptance letter and pay interest to Complainant on delayed annuity payments at 6.25% + 2% Penal interest as laid down under Regulation 14 of IRDAI (Protection of Policy Holders Interest) Regulations, 2017.

Compliance of the Award:

According to Rule 17(6) of the Insurance Ombudsman Rules, 2017, the insurer shall comply with the award within thirty days of the receipt of the award and intimate compliance of the same to the Ombudsman.

Dated at Bengaluru on 26th September, 2019

(NEERJA SHAH)
INSURANCE OMBUDSMAN
FOR THE STATE OF KARNATAKA

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, STATE OF KARNATAKA
(UNDER RULE NO: 16/17 of THE INSURANCE OMBUDSMAN RULES, 2017)

OMBUDSMAN - NEERJA SHAH

In the Matter of Mr N VAIDYANATHAN V/s HDFC LIFE INSURANCE COMPANY LIMITED

Complaint No: BNG-L-019-1920-0164

Award No: IO/BNG/A/LI/0202/2019-2020

1.	Name & Address of the Complainant	Mr N Vaidyanathan #50, Thambu Chetty Road, Cox Town Bangalore-560005 Mob: 8884123896 Email: nvaidy23@gmail.com
2.	Policy No: Type of Policy: Name of Policy Commencement of Policy/ Policy Period/PPT	00270522 Life HDFC Children's Double Benefit Plan 21.11.2003/15 Yrs
3.	Name of the Insured Name of the Policyholder	Mr N Vaidyanathan
4.	Name of the Respondent Insurer	HDFC Life Insurance Company Limited
5.	Date of Repudiation/ Rejection	14.05.2019
6.	Reason for Repudiation/Rejection	Maturity payment paid as per terms and conditions of the policy.
7.	Date of receipt of Annexure VI A	03.07.2019
8.	Nature of complaint	Service deficiency
9.	Amount of claim	₹. 1,56,220/-
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	₹. 1,56,220/-
12.	Complaint registered under Rule No	13 (1) (b) of Insurance Ombudsman Rules, 2017
13.	Date of hearing/place	19.09.2019/Bengaluru
14.	Representation at the hearing	
	a) For the Complainant	Self
	b) For the Respondent Insurer	Ms Sabitha S, Sr.Associate
15.	Complaint how disposed	Dismissed
16.	Date of Award/Order	27.09.2019

17. Brief Facts of the Case:

The complaint arose due to the repudiation of request made by the complainant for payment of full maturity benefits with applicable bonuses less unpaid premiums by Respondent Insurer (hereinafter referred as RI). Grievance Redressal Officer (G.R.O.) of the RI did not resolve the issue. Hence Complainant approached this Forum for redressal of grievance.

18. Cause of Complaint: -

a. Complainant's argument:

The Complainant availed the impugned policy in the year 2003 and stated that he had missed premium payment for the year 2011. He approached the RI for continuation of the policy, RI stated that the policy can be reinstated by paying the necessary penalty and interest on the delayed premium payment. Accordingly payment was made in the month of September 2012 as per the reinstatement quotation of

RI. However, RI refunded the amount paid by me without assigning any reason, the same was returned to them seeking the reason for refund. Later, they have accepted 2012 premium which was again refunded in May,2013.

The Complainant further stated that on maturity of the policy in the month of November,2018 two cheques were sent to him by RI as full and final settlement, one was refund on 2011 and 2012 premiums and other was maturity amount, both the cheques were not encashed by me and the same were returned to the RI and approached the grievance for payment of full benefits less unpaid premiums.

The Complainant further submitted that emails written to the RI and GRO of RI were answered in negative. Aggrieved with the resolution provided by the GRO of RI, the Complainant approached this Forum for redressal of her grievance.

b. Respondent Insurer's argument:-

The RI submitted their self contained note during the hearing session on 19.09.2019.

1. They emphatically denied all the allegations that are set out in the complaint except those that are specifically admitted herein.
2. The policy was issued on the basis of a duly signed proposal form submitted by the Complainant and the terms and conditions of the policies were duly communicated to him. They have sent the policy document along with the terms and conditions of the policy which also includes the benefit illustration of the policy to the Complainant and he had right to opt out in the free look period if the terms and conditions of the policy were different from what were assured to him during the sale of the policy.
3. The complaint is not maintainable as the complaint relates to non reinstatement of the lapsed policy in the year 2012 and the Complainant now raked up the complaint after lapse of 7 years and therefore the complaint is not maintainable under the Insurance ombudsman Rules ,2017 to adjudicate upon and therefore this complaint is liable to be dismissed.
4. Without prejudice to the above (supra) it is sated that the Complainant had purchased the impugned policy bearing number 00270522 on 21.11.2003 and Complainant was to pay annual premium of Rs. 7220/- for 15 years where as the Complainant paid the premiums for only 8 years and thereafter the policy was lapsed due to non payment of premium which was due in December, 2011.
5. The Complainant approached them in September, 2012 and remitted an amount of Rs 8058/- for reinstatement of the lapsed policy subject to him undergoing the medical tests. However he failed to undergo the medical tests. RI then refunded the said amount in November 2012 which the Complainant returned back by in December,2012 stating therein that he would undergo medical tests. Inspire after the repeated reminders he failed to undergo the medical tests as a result the RI refunded back his premium amount of Rs 8058/- in April, 2013. The Complainant returned the cheque again in May, 2013 complaining about the non reinstatement of the policy and paid premium of Rs 15,390/- for reinstatement of the policy subject to undergoing the medical tests, although he never acted to comply with this requirement. The same was refunded by the RI but again the Complainant returned the refunded the cheque to the local branch of RI stating that he would undergo medical test as sought by RI.
6. The Complainant was categorically informed vide letter dated 06.06.2013 that the medical test requirements were to be complied and documents were to be submitted. Till date he had not submitted the requirements and the policy attained its maturity and now the Complainant as an afterthought has raised the issue after lapse of 7 years on the policy not being reinstated.

7. Total premium paid by the customer is Rs.74,060/- and paid-up maturity value is calculated as below.

Description	Particulars	Sum Payable
Premium paid	₹. 74060-₹. 7220	₹. 66,840/-
Surrender value calculation	50% of ₹. 66840	₹. 33,420/-
Bonus accrued on surrender value (upto Dec'11)	₹.19913	₹. 53,333/- (₹. 33,420/- + ₹. 19,913/-)
Bonus accrued from Dec'11 till maturity date	₹.35395	₹. 88,728/- (₹.53,333/- + ₹. 35,395/-)

RI further stated that the policy terms and conditions clearly state that the lapsed policies and paid-up policies are not entitled to any profits, even then they have paid bonus of Rs.35395/- to the Complainant from December, 2011 onwards and therefore the Complainant has been offered to be paid more than the premium paid by him.

Under these circumstances the complaint is devoid of merits and the same is liable to be dismissed.

19. Reason for Registration of complaint: -

The complaint falls within the scope of Insurance Ombudsman Rules, 2017.

20. The following documents were placed for perusal: -

- m. Complaint along with enclosures,
- n. Respondent Insurer's SCN along with enclosures and
- o. Consent of the Complainant in Annexure VIA & Respondent Insurer in VII A.

21. Result of personal hearing with both the parties (Observations & Conclusions):

The issue which requires consideration is whether RI's decision to repudiate request made by the Complainant is appropriate. During the course of personal hearing, both the parties reiterated their earlier submissions.

As per Rule 14 (3) (b) ii of Insurance Ombudsman Rules, 2017 "the complaint is made within one year after receipt of decision from the insurer which is not to the satisfaction of the Complainant." Hence the argument of the RI that the complaint is time barred and not maintainable doesn't hold good.

Coming to merits of the case Forum after going through the documents and submissions made by both the parties notes that:-

1. The Complainant paid premiums for 2011 and 2012 with penalty and interest in December, 2012 for reinstatement of the policy. The Complainant in his complaint letter stated that 2012 premium was accepted by the RI is found to be in correct.
2. RI vide their letter dated 06.06.2013 informed the Complainant that to get in touch with the medical support officer of the local branch for allotment of the medical centre to undergo the

medical tests for reinstatement of the policy. It was also mentioned that the final decision on the reinstatement of policy would be decided after assessment of the requirements.

3. Policy is in paid up status as the Complainant did not adhere to the reinstatement requirements as sought by RI and stopped paying premiums from 2013 onwards.
4. RI settled the maturity proceeds by adding the bonuses accrued from Dec 2011 to maturity date of the policy though the terms and conditions of the policy clearly states that “once the policy is made paid-up:
 - It will Cease to participate in profits;
 - The policy’s paid-up sum assured and already attaching bonuses will be payable to the beneficiary only at maturity or on the earlier death of the life assured during the policy term and the policy terminates.”

Revival/Reinstatement is underwriting practice of the insurers in which Forum does not have jurisdiction but as per policy terms and conditions the requirements raised by the RI for Revival/Reinstatement of the policy are to be submitted by the policy holders. In this case Complainant did not submit the requirements raised by RI, thus the policy became paid-up policy.

Two cheques for an amount of Rs 88,728/- as maturity benefit and Rs 15,390/- as refund of premiums were returned back to RI undelivered. Complainant is eligible only for

- i. Maturity amount of Rs 53,333/-.
- ii. Refund of Rs 15,390/- that were lying in “Policyholder’s unclaimed amount fund” as per the circular IRDA/F&A/CIR/CPM/134/07/2015 dated 24.07.2015.

The Forum opines that RI taking customer centric approach paid higher amount than the eligible amount as per above points. In the light of above facts, the Forum finds the decision of RI is favourable to the Complainant.

AWARD

Taking into account, the facts & circumstances of the case, and the submissions made by both the parties during the course of Personal hearing, the Forum finds the decision of the Respondent Insurer is in order and does not require any interference at the hands of the Ombudsman.

Hence, the complaint is **Dismissed**.

Dated at Bengaluru on 27th September, 2019

(NEERJA SHAH)
INSURANCE OMBUDSMAN
FOR THE STATE OF KARNATAKA

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, STATE OF KARNATAKA

(UNDER RULE NO: 16/17 of THE INSURANCE OMBUDSMAN RULES, 2017)

OMBUDSMAN –NEERJA SHAH

In the Matter of MR. UJJWAL KUMAR V/s LIFE INSURANCE CORPORATION OF INDIA

Complaint No: BNG--L—029--1920– 0146

Award No: IO/BNG/A/LI/0206/2019--2020

1.	Name & Address of the Complainant	Mr. Ujjwal Kumar S/O/ G.S. Prasad T & P / SSMS 1, B.E.L. Jalahalli Post, Bangalore - 560013 (M):9342801793 e-mail: ujjwalkumar@bel.co.in
2.	Policy No: Type of Policy: Name of the Policy: Commencement of Policy/ Policy Period/PPT Mode/Amt	534870010 Life New Bima Nivesh with Profits 28.03.2006 05/01 Single Premium / ₹.39,800/-
3.	Name of the Insured Name of the Policyholder	Mr. Ganga Shankar Prasad
4.	Name of the Respondent Insurer	LIC Of India – Hazaribagh DO.
5.	Date of Repudiation/ Rejection	18.12.2017
6.	Reason for repudiation/ Rejection	Maturity Claim already settled
7.	Date of receipt of Annexure VI-A	22.07.2019
8.	Nature of complaint	Maturity Claim Not Received
9.	Amount of claim	₹. 41,400/- + Interest
10.	Date of Partial Settlement	N A
11.	Amount of relief sought	₹. 41,400/- + Interest
12.	Complaint registered under Rule No	13(1)(b) of Insurance Ombudsman Rules, 2017
13.	Date of hearing/place	11/09/2019 - Bengaluru
14.	Representation at the hearing	
	a) For the Complainant	Self
	b) For the Respondent Insurer	Mr. Ravi Kumar –Admn Officer (C.R.M.) –LIC B'lore DO 1
15.	Complaint how disposed	Dismissed
16.	Date of Award/Order	30/09/2019

17. Brief Facts of the Case:

The complaint arose due to non-settlement of maturity claim on the said policy by the Respondent Insurer (RI). Though he represented his case to the Grievance to the Grievance Redressal Officer (G.R.O.) of the RI, they maintained their earlier stand. Being aggrieved, he has approached this forum.

18. Cause of Complaint: -

a. Complainant's argument:

The Complainant vide his letter dated 'NIL' stated that his father Mr. G.S. Prasad, (who is the policy holder) availed the said policy in 2006 and the same got matured in 2011. The maturity claim has not

been settled on the said policy. Even though the Complainant sought the details regarding the settlement of maturity claim, the RI did not provide any information. Subsequently when he complained to IRDA, it was informed to him that the said policy was surrendered way back in 2008 itself vide Cheque No 0068872 dated 28.03.2008 and the cheque was encashed on 31.03.2008. Further information like, in whose name the cheque was drawn and who has encashed the cheque was not provided to the Complainant. As he is very confident that the maturity claim has not been settled on the policy, he has approached this Forum for settlement of maturity claim.

b. Respondent Insurer's argument:

The RI vide their SCN dated 02.08.2019 stated that the policy holder availed the said policy on 28.03.2006. It is Bima Nivesh –Single Premium policy for a sum assured of ₹.40,000/- with a 5 year term and the said policy was to mature on 28.03.2011. The said policy was surrendered on 28.03.2008, and the surrender proceeds was utilized for the issue of new policy i.e. LIC's Market Plus Policy (Plan No 191) as per the consent of the life assured. The new policy bearing number 544907703 was issued on 28.03.2008 and the same was surrendered on 13.07.2017 and an amount of ₹. 67,935/- was credited to the policy holders account at SBI – Pandabeswar Branch. Since, the RI has discharged the liability under both the policies, the RI has sought to dismiss the said complaint.

19. Reason for Registration of complaint: -

The complaint falls within the scope of Insurance Ombudsman Rules, 2017 under Sec 13(1)(b) and hence, it was registered.

20. The following documents were placed for perusal: -

- p. Complaint along with enclosures,
- q. Respondent Insurer's SCN along with enclosures and
- r. Consent of the Complainant in Annexure VIA & Respondent Insurer in VII A.

21. Result of personal hearing with both the parties (Observations & Conclusions):

The issue to be decided by the Forum is whether the Complainant is eligible for any relief under said policy.

During the personal hearing on 11/09/2019, the Complainant informed the Forum that he did not have the policy bond in their possession but sought 15 days' time to trace the same in his native place. Accordingly the Forum allowed the Complainant 15 days' time to trace the bond. Vide his mail dated 28/09/2019 the Complainant informed the Forum that the original policy bond pertaining to the said complaint was not available with him. However he had received the proceeds pertaining to the 2nd policy.

The Forum after careful examination of records, has observed that the policy holder Mr. Ganga Shankar Prasad availed policy bearing number 543870010 on 28.03.2006. It is LIC's –Bima Nivesh Policy with Single premium for a period of 5 years and the same was to mature on 28.03.2011. The said policy was surrendered on 28.03.2008 and as per the consent of the L.A., a new policy was issued on his life bearing

Policy number 544907303 from the surrender proceeds of the old policy bearing number 543870010. As the policy was surrendered on 28/03/2008 the complainant is not in possession of the original policy bond pertaining to policy number 543870010. The 2nd policy bearing number 544907303 was also surrendered by the life assured and the surrender value was credited to the life assured account and the Complainant has confirmed that he has received the policy proceeds pertaining to 2nd policy.

The RI produced the records for having issued the two policies, processing of the surrender payment of both the policies wherein the Forum comes to the conclusion that the payment of surrender value on first policy was utilized to issue the 2nd policy during the year 2008 and the 2nd policy was surrendered during 2017 and the surrender value thereon was paid to the policy holder.

Hence, the Forum concludes that the no outstanding payment is due on both the policies.

AWARD

Taking into account, the facts & circumstances of the case, and the submissions made by both the parties during the course of Personal hearing, Hence, the complaint is '**Dismissed**'.

Dated at **Bengaluru** on 30th day of September **2019**

(NEERJA SHAH)
INSURANCE OMBUDSMAN
FOR THE STATE OF KARNATAKA

PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, STATE OF KARNATAKA

(UNDER RULE NO: 16/17 of THE INSURANCE OMBUDSMAN RULES, 2017)

OMBUDSMAN –NEERJA SHAH

In the Matter of MR. RAJMAL V/s RELIANCE LIFE INSURANCE COMPANY LIMITED

Complaint No: BNG—L--036--1920– 0186

Award No: IO/BNG/A/LI/0207/2019--2020

1.	Name & Address of the Complainant	Mr. Rajmal # 347/B, 10 th Main, 2 nd Cross Banashankari 1 st stage Bangalore – 560050 (M):9844884900 e-mail: rakeshjain111080@gmail.com
2.	Policy No: Type of Policy: Name of the Policy: Commencement of Policy/ Policy Period/PPT	12320298 Life – ULIP – Pension Reliance Total Investment Plan Series – II 31/07/2018 10 Years

	Mode/Premium Amount	Single Prm/ ₹.51,000/-
3.	Name of the Insured Name of the Policyholder	Mr Rajmal
4.	Name of the Respondent Insurer	Reliance Life Insurance Company Limited
5.	Date of Repudiation/ Rejection	NIL
6.	Reason for repudiation/ Rejection	NIL
7.	Date of receipt of Annexure VI-A	12/07/2019
8.	Nature of complaint	Maturity claim not settled as per policy conditions
9.	Amount of claim	₹.1,10,658/- + Interest
10.	Date of Partial Settlement	N A
11.	Amount of relief sought	₹. 1,10,658/- + Interest
12.	Complaint registered under Rule No	13(1)(a) of Insurance Ombudsman Rules, 2017
13.	Date of hearing/place	25/09/2019 - Bengaluru
14.	Representation at the hearing	
	a) For the Complainant	Self
	b) For the Respondent Insurer	Mr. Srinivas – Assistant Manager Mrs. Sindhu --Assistant Manager
15.	Complaint how disposed	Allowed
16.	Date of Award/Order	30/09/2019

17. Brief Facts of the Case:

The complaint arose due to short settlement of maturity claim by the Respondent Insurer (RI). In spite of his representations to Grievance Redressal Officer GRO, his request was denied. Aggrieved, he has approached this forum.

18. Cause of Complaint: -

a. Complainant's argument:

The Complainant vide his letter dated 05/07/2019 stated that he availed the said policy in the year 2008 for a period of 10 years by paying single premium of ₹.51,000/-. The said policy matured on 31/07/2018. The maturity amount is ₹.1,10,658/-. Even after 1 year, the Complainant has not received any amount from the RI. Since he is in urgent need of money for his spouse medical treatment, he has approached this Forum for settlement of maturity claim

b. Respondent Insurer's argument:

SCN not received from the RI. Hence the RI version of the said complaint could not be prepared.

19. Reason for Registration of complaint: -

The complaint falls within the scope of Insurance Ombudsman Rules, 2017 under Sec 13(1)(a) and hence, it was registered.

20. The following documents were placed for perusal: -

Complaint along with enclosures,

Respondent Insurer's SCN along with enclosures and
Consent of the Complainant in Annexure VIA & Respondent Insurer in VII A.

21. Result of personal hearing with both the parties (Observations & Conclusions):

The issue to be decided by the Forum is whether there is delay in settlement of maturity claim on the said policy by the RI.

During the personal hearing on 25/09/2019, the Complainant informed the Forum that he availed the policy in 2008 and the same has matured in 2018 and the maturity claim was not settled to him even after 1 year. He prayed the forum to pass the order in his favour for settlement of vested corpus in lump sum so as he can utilize that amount to take care of his spouse health.

The RI vide their mail dated 23/09/2019 stated that they were prepared to pay the maturity amount in the policy fund and settle the case and prayed for cancellation of the hearing of the said case.

The Forum after careful examination of records and deliberations notes that the Complainant availed the said policy from the RI on 31/07/2008 for a period of 10 years by paying single premium of ₹51,000/- . It is ULIP – Annuity policy which vested on 31/07/2018.

The forum notes that this being ULIP policy the RI is required to send the fund statement every year on the policy anniversary date. But no record has been furnished by the RI for having sent the fund statement. Further no record has been furnished by the RI for having sent the intimation pertaining to 'vesting of the said policy' which amounts to violation of IRDAI guidelines.

AWARD

Taking into account, the facts & circumstances of the case, and the submissions made by both the parties during the course of Personal hearing, the RI is directed to settle the vested corpus in one lump sum together with interest @8.25%(6.25% bank rate + 2% as per section 14(iv) of Policy Holders Protection Rules 2017 from the date of receipt of all requirements to till the date of payment.

Hence, the complaint is '**Allowed**'.

22. The attention of the Complainant and the Insurer is hereby invited to the following provisions of Insurance Ombudsman Rules, 2017:

- a. **The Complainant shall submit all requirements/Documents required for settlement of award within 15 days of receipt of the award to the Respondent Insurer.**

- b. According to Rule 17(6) of the Insurance Ombudsman Rules, 2017, the insurer shall comply with the award within thirty days of the receipt of the award and intimate compliance of the same to the Ombudsman.

Dated at **Bengaluru** on 30th day of September 2019

(NEERJA SHAH)
INSURANCE OMBUDSMAN
FOR THE STATE OF KARNATAKA

**PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, STATE OF CHANDIGARH
(UNDER INSURANCE OMBUDSMAN RULES, 2017)
OMBUDSMAN – Dr. D K Verma
Case of Shri Rajinder Singh V/S Kotak Life Insurance Company Ltd.
COMPLAINT REF: NO: CHD-L-026-1819-1412**

1.	Name & Address of the Complainant	Shri Rajinder Singh 137/2 Vikas Nagar, Sunet Road, Ludhiana, Punjab
2.	Policy No: Type of Policy Duration of policy/Policy period	01319365 Kotak Smart Advantage 10/10 years
3.	Name of the insured Name of the policyholder	Shri Rajinder Singh
4.	Name of the insurer	Kotak Life Insurance Company
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	19.03.2019
8.	Nature of complaint	Less maturity received
9.	Amount of Claim	NA
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Double of Rs 150,000/-
12.	Complaint registered under Rule no:	13.1(e)
13.	Representation at the hearing	
	For the Complainant	Self
	For the insurer	Sh. Aditya Singh, Chief Manager Legal
14.	Complaint how disposed	Dismissed
15.	Date of hearing/place	04.09.2019 / Chandigarh

16) Brief Facts of the Case:

On 19.03.2019, Shri Rajinder Singh, retired government servant, had filed a complaint in this office about less payment of maturity amount under his policy bearing number 01319365. The complainant submitted that he was lured into buying the policy in 2008 after he attended a seminar on it by Kotak Company. He paid Rs 50,000/- and later two more installments of 50,000/- each. After 3 payments the policy was made ACM and further premiums were discontinued. He was assured that at least double the amount will be paid to him on maturity. But in Feb 2018 he was paid Rs 50,000/- in his account and on enquiry it was informed that this was all that he was supposed to get. The complainant states that he deposited premiums from his pension amount. No information was ever given to him regarding where his amount was being

invested by the company. Feeling aggrieved he complained to the company. On not being heard, he has approached this office to seek justice.

17) Cause of Complaint:

a) Complainant's argument:

The complainant reiterated the contents of his complaint and submitted that he has worked as a Lecturer and taught Economics. He along with his wife attended a seminar conducted by the company and they were convinced into buying the policy in 2008. His medical was also done for the same. He did not receive the original policy and on his complaint a duplicate was issued to him.

b) Insurers' argument:

The Company has informed that the policy bearing number 01319365 was issued on 16.10.2008 for Rs 50,000/- premium, to be paid for 10 years. The policy was dispatched by BSA City courier. The policy holder is a post graduate and is an educationist and has signed and executed the proposal form after understanding that it was life insurance plan. It is also submitted that the complainant did not avail the free look period. The first complaint was made on 24.10.2018 i.e after approx. 10 years and well beyond free look period. The complainant has paid only three premiums and nonpayment of further premiums automatically converted his policy to ACM mode which was informed to the policyholder in 2011 itself. Moreover premium is given by an insured to cover risk for a given period and the insurer covers the risk for the period for which the premium is paid, which the company did.

18) The following documents were placed for perusal:-

- a) Complaint to the Company
- b) Reply of the Insurance Company

19) Result of personal hearing with both parties (Observations & Conclusion)

I have examined the various documents available in the file including the copy of the complaint, Annexure-VI and the contents of the SCN filed by the Insurance Company. It is evident from the documents and submission of both the parties that the complainant is a well educated person and has purchased the policy willingly. He has not contested the receipt of policy document and hence, it is expected that he must have gone through the basic features of the policy. The complainant has paid three years premium which also confirms his consent for the policy. The policy purchased by the complainant is a unit-linked plan wherein premium is to be paid for 10 years. However, the complainant did not pay any premium after 3 years and as per the terms and conditions of Automatic Cover Maintenance Mode the maturity benefits were paid to the policy holder.

Taking into account the facts & circumstances of the case and the submissions made by the Company during the course of hearing, there is no need for any interference and the complaint is dismissed.

Hence, the complaint is treated as closed.

Dated at Chandigarh on 9th day of September, 2019

**Dr. D K Verma
INSURANCE OMBUDSMAN**

**PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, STATE OF CHANDIGARH
(UNDER INSURANCE OMBUDSMAN RULES, 2017)**

OMBUDSMAN – Dr. D K Verma

Case of Shri Vinod Kumar V/S HDFC Standard Life Insurance Co. Ltd.

COMPLAINT REF: NO: CHD-L-019-1819-1064

1. On 31.12.2018, 20.10.2016, Shri Vinod Kumar, had filed a complaint in this office against HDFC Standard Life Insurance Company. The complainant alleged that he had a policy with the company during the period 03.09.2008 to 03.09.2017. He paid Rs 5, 00,000/- and on maturity got Rs 6,64,563/-. But the company has not provided the bifurcation of the amount paid to him, that how they arrived at this amount. He wrote to the company 2-3 times but no satisfactory reply has been received.
2. On 16.09.2019, the company has intimated that as a rule the details are sent to the customer on his registered mail when the maturity payment is made, however the same will be sent again in a days' time to the complainant. The company vide mail dated 18.09.2019 has sent the bifurcation to the complainant with a copy to this office.
3. Accordingly, the complaint is closed.

To be communicated to the parties.

Dated at Chandigarh on 18th day of September, 2019.

Dr. D.K.VERMA

INSURANCE OMBUDSMAN

**PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, CHANDIGARH
(UNDER INSURANCE OMBUDSMAN RULES, 2017)**

INSURANCE OMBUDSMAN-Dr. D.K. VERMA

Case of Mrs. Neelam Chander Vs Bajaj Allianz Life Insurance Co. Ltd.

CASE NO-CHD-L-006-1819-0826

1.	Name & Address of the Complainant	Mrs. Neelam Chander W/o Sh. Raj Kumar Chander, House No.- 1584, Park View Street, Kharar, Punjab- 140301 Mobile No.- 9878604834
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2.	Policy No: DOC Type of Policy Duration of policy/Policy period	348582920 Bajaj Allianz Pension Guarantee
3.	Name of the insured Name of the policyholder	Mrs. Neelam Chander Mrs. Neelam Chander
4.	Name of the insurer	Bajaj Allianz Life Insurance Co. Ltd.
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	02-11-2018
8.	Nature of complaint	Non Payment of full maturity amount
9.	Amount of Claim	NA
10.	Date of Partial Settlement	36515/-
11.	Amount of relief sought	Rs. 78828.99
12.	Complaint registered under Rule no: Insurance Ombudsman Rules, 2017	13 1 (d)
13.	Date of hearing/place	17-09-2019 / Chandigarh
14.	Representation at the hearing	
	For the Complainant	Mr. Raj Kumar Chander (Complainant's husband)
	For the insurer	Mr. Amit Khanna, Manager- Legal
15.	Complaint how disposed	Agreement
16.	Date of Award/Order	17.09.2019

17. Brief Facts of the case:

On 02-11-2018, Mrs. Neelam Chander had filed a complaint against Bajaj Allianz Life Insurance Co. Ltd. in respect of policy bearing no. 348582920. She has stated that she has taken policy bearing no 0100843645 from the above company and which had matured on 11.06.2018 for an maturity amount of Rs. 111393.99 but instead of making full payment she was paid only Rs. 36515/- on 14.08.2018 and a new policy bearing no 0348582920 was issued against the balance amount of Rs. 74878.99. When she realised that the death benefit is only Rs. 73555/- which is equivalent to the purchase price and yearly pension payable is only Rs. 3206/- and she already being 66 years old with poor health could not invest for such a long period and without much add on benefits, she submitted the request on 23.08.2018 within free look period but it was declined by the company, Hence, feeling aggrieved, she approached this office to seek justice.

18. The representative of the company informed that the complainant has purchased the deferred annuity policy bearing no 0100843645 on 11.06.2008 and which has matured on

11.06.2013. At the age of vesting an immediate annuity is purchased for the policy holder with the accumulated sum and as per terms and conditions of the policy the policyholder has also the option to receive a lump sum up to 33% of the sum assured plus accumulated bonus on the vesting date and the balance amount will be used to purchase an immediate annuity to the policy holder and the annuity rates are not guaranteed. Accordingly under the policy bearing no 0100843645 1/3rd of the maturity amount i.e. Rs. 36515/- was paid on 14.08.2018 and the remaining 2/3rd amount was transferred for issuance of new policy bearing no. 348582920 which was issued on 10.08.2018. However, the company agreed to cancel the policy bearing number 348582920 and refund the premium without interest, subject to deduction of annuity of Rs. 3206, if not refunded by the complainant to the insurance company.

19. Accordingly, an agreement was signed between the Company and the complainant's husband on 17.09.2019.
20. **The complaint is closed with a condition that the company shall comply with the agreement and shall send a compliance report to this office within 30 the days of receipt of this order for information and record.**

To be communicated to the parties.

Dated at Chandigarh on 17th day of September, 2019.

D.K. VERMA
INSURANCE OMBUDSMAN

PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, CHANDIGARH
(UNDER INSURANCE OMBUDSMAN RULES, 2017)

INSURANCE OMBUDSMAN-Dr. D.K. VERMA
Case of Ms. Neetu Mittal Vs Bajaj Allianz Life Insurance Co. Ltd.
CASE NO-CHD-L-006-1819-1283

1.	Name & Address of the Complainant	Ms. Neetu Mittal B-34/10064/107A, Kartar Avenue, Haibowal Kalan, Ludhiana, Punjab- 141001 Mobile No.- 9780471074
2.	Policy No: DOC Type of Policy Duration of policy/Policy period	0047623365 28.03.2007 10yrs/ Rs. 10000/-

3.	Name of the insured Name of the policyholder	Ms. Neetu Mittal
4.	Name of the insurer	Bajaj Allianz Life Insurance Co. Ltd.
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	12-02-2019
8.	Nature of complaint	Non Payment of full maturity amount
9.	Amount of Claim	NA
10.	Date of Partial Settlement	NIL
11.	Amount of relief sought	Refund of premium along with interest for 12 years
12.	Complaint registered under Rule no: Insurance Ombudsman Rules, 2017	13 1 (d)
13.	Date of hearing/place	17-09-2019 / Chandigarh
14.	Representation at the hearing	
	For the Complainant	Mr.Sanjeev Mittal (Husband of the complainant)
	For the insurer	Mr. Amit Khanna- Manager- Legal
15.	Complaint how disposed	Dismissed
16.	Date of Award/Order	17.09.2019

17. Brief Facts of the case:

On 12-02-2019, Ms. Neetu Mittal had filed a complaint against Bajaj Allianz Life Insurance Co. Ltd. in respect of policy bearing no. 0047623365. She has stated that she has taken the above policy in 2007 for a period of 10 years and the agent never told her about the lock in period of 03 years & other conditions. When she approached the company on 22.09.2018 for maturity payment followed by reminder on 22.01.2019, it was not replied by the company.

18) Cause of Complaint:

a) Complainant's argument:

Mr.Sanjeev Mittal, husband of the complainant, attended the personal hearing on 17.09.2019 and reiterated the contents of the complaint. He admitted that the policy bond under the said policy was received well in time.

Insurers' argument:

The insurer's representative reiterated the contents of SCN and submitted that the complainant has paid only one premium of Rs. 10000/- in March 2007. The policy has not acquired any surrender/paid up value and the permissible free look cancellation period stands expired way back.

19) The following documents were placed for perusal:-

- a) Complaint to the insurer. b) Reply of the company

20) Result of personal hearing with both parties (Observations & Conclusion)

On going through the various documents available in the file and also hearing both, the complainant's representative as well as the representative of Insurance Company, it is observed that the above policy was issued in March, 2007 for 15 years premium paying term, but only one premium has been paid by the complainant and the complainant's representative has accepted that the policy bond under the said policy was received in time. The complainant being an educated person had ample opportunity to go through the terms and conditions of the said policy, but had raised an objection in September 2018 i.e. after more than 11 years after the issuance of said policy. There was inordinate delay on the part of the complainant in lodging the complaint for which the complainant's representative had no justified reason. Hence the allegation of mis-selling, after more than 11 years from taking the above policy is nothing but an afterthought.

ORDER

Taking into account the facts & circumstances of the case and the submissions made by both the parties during the course of hearing, there is no need to interfere with the decision of the insurer and the complaint is dismissed.

Hence, the complaint is treated as closed.

Dated at Chandigarh on 17th day of September, 2019.

**D.K.VERMA
INSURANCE OMBUDSMAN**

**PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, CHANDIGARH
(UNDER INSURANCE OMBUDSMAN RULES, 2017)**

**INSURANCE OMBUDSMAN-Dr. D.K. VERMA
Case of Mr. Topan Dass Vs Birla Sun Life Insurance Co. Ltd.
CASE NO-CHD-L-009-1819-1380**

1.	Name & Address of the Complainant	Mr. Topan Dass House No.- 693, Sector- 16, Faridabad, Haryana- 121002 Mobile No.- 9810725050
2.	Policy No: DOC Type of Policy Duration of policy/Policy period	003166552 / 25-08-2009 Platinum Plus Rs.- 50000/-
3.	Name of the insured Name of the policyholder	Mr. Topan Dass Mr. Topan Dass
4.	Name of the insurer	Birla Sun Life Insurance Co. Ltd.
5.	Date of Repudiation	NA
6.	Reason for repudiation	NA
7.	Date of receipt of the Complaint	08-03-2019

8.	Nature of complaint	Fund value decreasing / expected mty. Amt. decreasing
9.	Amount of Claim	NA
10.	Date of Partial Settlement	NA
11.	Amount of relief sought	Guaranteed sum assured
12.	Complaint registered under Rule no: Insurance Ombudsman Rules, 2017	13.1(d)
13.	Date of hearing/place	19-09-2019 / Chandigarh
14.	Representation at the hearing	
	For the Complainant	Self
	For the insurer	Mr. Rajeev Sharma - AV P
15.	Complaint how disposed	Dismissed
16.	Date of Award/Order	19-09-2019

17. Brief Facts of the case:

On 08-03-2019, **Mr. Topan Dass** had filed a complaint of fund value decreasing day by day against **Birla Sun Life Insurance Co. Ltd.** in respect of policy bearing no. 003166552. The complainant has alleged that he has invested amount for better return & for benefit under income tax, now the value of fund has been in deceasing trend and also submitted that he is 79 years old

18. A] Complainant's argument

Mr. Topan Dass complainant **attended personal hearing and reiterated the contents of complaint and** submitted that he had purchased a policy in the year 2009 and paid 3 annual premiums under the policy and policy is going to mature in the year 2019. He further added that the representative of the insurer had assured him of high returns and promised to get handsome amount in the form of guaranteed amount Rs.250000/-. He further submitted that his deposited amount's fund value is decreasing day by day and requested to direct the company to ensure for payment of his guaranteed amount i.e. Sum assured of Rs. 250000/-

B] Insurers' argument

In personal hearing & in SCN the insurance company submitted that on receipt of the duly filled application form and relevant documents, policy was issued and the policy document along with copy of the application form was dispatched on 03 September 2009 via courier at the communication address. As per the insurance policy requirement of the complainant, the benefit term was 8 years and the premium paying term was 3 years. The complainant had paid regular annual premiums for 3 consecutive years. The complainant paid the required annual premiums for 3 consecutive years as per the policy paying term. Being a ULIP policy the actual payment of the benefit under the policy will vary based on the actual performance of the investment fund chosen by the complainant and the premium paid are subject to investment risk associated with

the capital markets. The company also submitted that Sum assured is payable in case of death only and an amount shown is not maturity value, since stated policy is ULIP policy.

19. The following documents were placed for perusal.

- a) Complaint to the company.
- b) Reply of the insurer
- c) Proposal Form.
- d) Policy Schedule

20. Result of Personal hearing with both parties (Observations & Conclusion

On perusal of various documents available in the file and considering the submission of complainant and representative of the insurance company, it has been observed that the complaint about decreasing fund value has been made after payment of 3 renewal premiums and also in the year when policy is going to be matured. The complaint for Fund value decreasing under the policy was made by the complainant to the insurance company after more than 10 years from the date of commencement of the policy. Moreover, the complainant being well educated person; is supposed to know insurance products/ financial instruments. The complainant is also existing mutual fund holder and as such is supposed to be aware of financial instruments. The complainant could not produce any documentary proof in support of his allegations. Since the policy is market linked the benefit under the policy will vary based on the actual performance of the investment fund chosen by the complainant and depend upon investment risk associated with the capital market.

AWARD

Taking into account the facts & circumstances of the case and the submissions made by insurance company during the course of personal hearing, the complaint in respect of policy no. 003166552. is dismissed. Hence, the complaint is treated as closed.

Dated at Chandigarh on 19.09.2019

**Dr. D. K. Verma
INSURANCE OMBUDSMAN**

**PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN, STATE OF CHANDIGARH
(UNDER INSURANCE OMBUDSMAN RULES, 2017)**

OMBUDSMAN – Dr. D K Verma

Case of Shri Gambhir Singh V/S LIC of India

COMPLAINT REF: NO: CHD-L-029-1819-1296

CLOSURE OF COMPLAINT

1. On 15.02.2019, we received a complaint in this office filed by Shri Gambhir Singh regarding about non-payment of maturity claim in respect of policy bearing number 173504783 on the life of his Bua Ms Kaushalya Devi by LIC of India.
2. Hearing was scheduled in the case on 27.09.2019 at Karnal. Neither the complainant nor his representative appeared for the personal hearing on 27.09.2019.
3. The insurance company informed vide SCN dated 23.09.2019 that the said policy matured on 28.07.2018 and the branch vide intimation of maturity letter dated 15.05.2018 asked for submission of certain requirements from the life assured. The same were not submitted by the assured even after repeated reminders dated 12.08.2018, 05.09.2018, 07.03.2019 and registered letter dated 22.08.2019. an e-mail was also sent to the complainant on 07.03.2019 for submission of documents. The required documents were received on 10.09.2019 and the maturity claim of Rs 49840/- was paid vide NEFT on 20.09.2019
4. In view of the above, no further action is required to be taken by this office and the complaint is disposed off accordingly.

To be communicated to the parties.

Dated at Chandigarh on 30th day of September, 2019.

Dr. D.K.VERMA

INSURANCE OMBUDSMAN

**PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, STATE OF TAMILNADU & PUDUCHERRY
(UNDER RULE NO: 17 (1) OF THE INSURANCE OMBUDSMAN RULES, 2017)
OMBUDSMAN – SHRI M.VASANTHA KRISHNA
CASE OF: Shri R.RAMASAMY Vs LIFE INSURANCE CORPORATION OF INDIA
REF: NO: CHN-L-029-1920-0009
AWARD NO: IO/CHN/A/LI/0045/2019-20**

1.	Name & Address of the Complainant	Shri R.Ramasamy No. 10, Srivaari Nagar, Opp. To Perumal koil,
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		Annai Anjugam Nagar-603 211 Chengalpattu Taluk, (via) Guduvancheri
2.	Policy No Sum Assured Date of Commencement (DOC) Mode of payment of premium Instalment Premium Type of Policy Policy Term/Premium Paying term First Unpaid Premium (FUP) (according to the insurer) Status of the Policy Date of Maturity	716776077 Rs. 25,000 28/03/2002 Yearly Rs. 2,107.00 Jeevan Mitra Plan 15 years/15 years March 2003 Lapsed 28/03/2017
3.	Name of the Life Assured (LA)	R.RAMASAMY
4.	Name of the insurer	Life Insurance Corporation of India, DO-II, Chennai
5.	Date of Repudiation	Not a case of repudiation; Non-payment of maturity claim
6.	Reason for repudiation	Not applicable
7.	Date of registration of the complaint	02/04/19
8.	Date of receipt of Annexure VI-A	15/04/19
9.	Nature of complaint	Non-payment of Maturity claim (delay)
10.	Amount of Claim	Sum Assured plus vested bonuses
11.	Date of Partial Settlement	No payment made so far
12.	Amount of relief sought	Maturity amount plus penal interest
13.	Complaint registered under	Rule No. 13 (1) (a) of the Insurance Ombudsman Rules, 2017
14.	Date of hearing & Place of hearing	26/04/19 & Chennai
15.	Representation at the hearing	
	a) For the complainant	Shri R.Ramasamy (Complainant)
	b) For the insurer	Shri S.Vasu, Manager (Claims), LIC of India, DO-II, Chennai
16.	Complaint how disposed	By Award
17.	Date of Award	12/09/2019

18) Brief Facts of the Case:

During the year 2002, the complainant took a policy on his own life from Life Insurance Corporation of India, herein the insurer. The Sum Assured was Rs.25,000 and term of the policy was 15 years. The instalment premium of Rs. 2,107/- was payable yearly for 15 years. The policy which was assigned to Employees Provident Fund (EPF) matured for payment on 28/03/2017. Nevertheless, the insured is yet to receive the maturity proceeds from the insurer.

As there was no response to his letter dated 18/02/19, addressed to the Grievance Redressal Officer (GRO) of the insurer, the complainant has filed this complaint.

19) Cause of Complaint:

a) Complainant's argument:

The complainant stated that the policy which was taken under EPF payment scheme, matured for payment on 28/03/17 but maturity claim is not settled so far. He further stated that despite his repeated follow-up with the insurer's office, the claim is yet to be settled. The complainant added that he retired from his services on 31/03/16 and received EPF claim payment. During hearing, the complainant stated that no communication was ever received from the insurer regarding lapsation of the policy and added that he had no information regarding the status of the policy.

b) Insurers' argument:

As the subject policy was financed through EPF, the policy was assigned in favour of Regional Provident Fund (RPF) Commissioner. The First Unpaid Premium (FUP) was in March 2003 and the status of the policy is "lapsed without acquiring Paid-up value". The instalment premium due from March 2003 to March 2005 (3 instalments) was received on 02/09/05 and by that time, the policy lapsed. Hence, the premium remittances received from 02/09/05 onwards were held in the deposit account. As per the Conditions and Privileges of the policy, a grace period of one month but not less than 30 days will be allowed for payment of premium. Since the instalment premiums were remitted by the office of Regional Provident Fund (RPF) belatedly/intermittently on various dates, the remittances could not be adjusted towards premium. As the policy lapsed without acquiring Paid-up value, maturity claim record was not built. Although no maturity claim is payable as per the terms and conditions of the policy, the case has been placed before the Divisional Committee (of the insurer) for consideration. During hearing, the insurer's representative informed the Forum that the maturity claim will be settled subject to documentary proof evidencing remittance of March 2011 instalment premium to its servicing office.

20) Reason for Registration of Complaint: This is a case of non-settlement of Maturity claim and hence, comes within the scope of Rule 13 (1) (a) of the Insurance Ombudsman Rules, 2017.

21) The following documents were submitted to the Forum for perusal.

- a) Policy document dated 06/04/02
- b) Policy status report
- c) Letter dated 18/02/19 of the complainant addressed to the insurer
- d) Letters dated 23/07/18 & 25/06/19 of Regional PF Commissioner addressed to the insurer
- e) EPF Member Pass book
- f) Complaint dated 29/03/19 to the Forum
- g) Annexure VI-A (consent) dated Nil submitted by the complainant
- h) Self Contained Note (SCN) dated 14/06/19 of the insurer

22) Result of hearing with both parties (Observations & Conclusion): Based on the submissions made by both the parties during the hearing and the documents submitted, it is observed as under:

a) Admittedly, the policy matured for payment on 28/03/2017. Although the insurer didn't produce copy of the policy document, the complainant shared with this Forum copy of the cover page of the document. As per the Schedule of the policy, upon the life assured surviving the date of maturity, Sum Assured together with vested bonuses are payable to the policyholder, herein the complainant.

b) The date of commencement of the policy being 28/03/02 and the mode of payment being annual, the next instalment of premium fell due on 28/03/2003. Clause 2 of the policy, dealing with "Days of Grace" envisages "Grace period of one month but not less than 30 days for payment of yearly premium and if premium that has become due is not paid before the expiry of the days of grace, the policy lapses". As such, grace period for the instalment premium due on 28/03/2003 expired on 28/04/2003.

c) The insurer furnished details regarding various remittances received from the office of EPF. According to the insurer, it received premium (remittance along with the next two instalments) for 28/03/03 due only on 02/09/2005. Since the remittance towards March 2003 due was received well after the expiry of "grace period", the policy was in lapsed state effective from 28/03/03. While so, further remittances received from the office of EPF on various dates commencing from 27/04/06 upto 30/03/16 could not be adjusted towards premium and hence, all those sums were held in (policy) deposit account. Since premium under the subject policy was paid for only one year, the policy didn't acquire Paid-up value and hence, nothing is payable under the policy.

d) i) During the period from 02/09/05 to 30/03/16, the insurer received total sum of Rs. 27,391/- through 11 remittances from the office of EPF towards 13 instalments of premium as against 14 instalments due under the policy. The insurer informed the Forum that remittance towards March 2011 instalment premium was not received.

ii) The insurer's contention is that the remittance from the office of EPF for the 28/03/03 due was received after expiry of days of grace and hence, the subject policy was in lapsed state. That being the case, the insurer ought to have refunded the moneys immediately on receipt or in the alternative, advised the complainant to submit health requirements, etc. for considering revival of the policy. Having failed to do so, the insurer is clearly at fault. The insurer was holding the moneys (to the tune of Rs. 27,391/-) of the complainant in deposit for over a period of three years since the date of last remittance. Likewise, the office of EPF is also at fault in making belated/intermittent remittances to the insurer. It is thus obvious that both the insurer and also, the office of EPF are at fault, leading to non-payment of maturity claim on the date of maturity.

iii) Although the policyholder, herein the complainant, is in no way responsible for this shoddy state of affairs, pursuant to registration of the complaint, the insurer decided to recommend settlement of the maturity claim, to its Divisional Office Claims Disputes Redressal Committee. Post hearing, the complainant produced to this Forum copy of letter dated 25/06/19 of Assistant PF Commissioner, Chennai and EPF Member Pass book. In his letter dated 25/06/19, addressed to the complainant (and copy marked to the insurer's servicing branch), the Assistant PF Commissioner informed that instalment premium for the period 2011 was already paid and credited to the insurer's account. Details regarding cheque no, date and amount (of remittance) were furnished in the said letter. Member Passbook also contain an entry of Rs. 2107/- for the year 2011 under the head "Claim". The above records clearly establish that the instalment premium for March 2011 due was paid to the insurer in the year 2011 itself. This being so, this Forum is of the view that there is no impediment for payment of full maturity claim, as envisaged in the Schedule of the policy.

e) i) As per Rule 17 (7) of the Insurance Ombudsman Rules, 2017, the complainant shall be entitled to "such interest at a rate per annum as specified in the Regulations framed under the IRDAI Act, 1999" from the date the claim ought to have been settled till the date of payment of the amount awarded by the Ombudsman.

ii) Regulation 14 (iv) of IRDAI (Protection of the Policyholders' Interests) Regulations, 2017 envisages that in case of any delay on the part of the insurer in settling the maturity claim on the due date, the life insurer shall pay interest at a rate which is 2% above Bank rate from the date of payment or date of receipt of last necessary document from the insured/claimant whichever is later.

23)

AWARD

Taking into account the facts and circumstances of the case & submissions made by both the parties during the course of hearing, this Forum directs the insurer to settle the eligible maturity claim under policy no. 716776077 with "interest", as envisaged in Rule no. 17(7) of the Insurance Ombudsman Rules, 2017.

The complaint is, therefore, allowed.

24) The attention of the complainant and Insurer is hereby invited to the following provisions of the Insurance Ombudsman Rules, 2017.

- a) According to Rule 17 (6) of the Insurance Ombudsman Rules, 2017, the Insurer shall comply with the Award within 30 days of the receipt of the Award and shall intimate the compliance to the Ombudsman.
- b) According to Rule 17 (7) of the Insurance Ombudsman Rules, 2017, the complainant shall be entitled to such interest at a rate per annum as specified in the Regulations, framed under the IRDAI Act, 1999, from the date the claim ought to have been settled under the Regulations till the date of payment of the amount awarded by the Ombudsman.
- c) According to Rule 17 (8) of the Insurance Ombudsman Rules, 2017, the Award of the Insurance Ombudsman shall be binding on the Insurer.

Dated at Chennai on this 12th day of September 2019.

**(M.VASANTHA KRISHNA)
INSURANCE OMBUDSMAN
STATE OF TAMIL NADU & PUDUCHERY**

AWARD NO.IO/KOC/A/LI/0112/2019-2020
PROCEEDINGS OF
THE INSURANCE OMBUDSMAN, KOCHI
(UNDER RULE NO. 13(1)b READ WITH RULE 14 OF
THE INSURANCE OMBUDSMAN RULES, 2017)
Complaint No. KOC-L-019-1819-0140
PRESENT: Ms. POONAM BODRA
INSURANCE OMBUDSMAN, KOCHI.
AWARD PASSED ON 09.09.2019

- 1. Name and Address of the complainant** : **Mr. A C George**
Arimboor House,
Chalissery P O,
Pin - 679 536
- 2. Policy Number** : **11506276**
- 3. Name of the Insured** : **Mr. A C George**
- 4. Name of the Insurer** : **HDFC Standard Life Insurance**
Co. Ltd.
- 5. Date of receipt of Complaint** : **30.07.2018**
- 6. Nature of complaint** : **Dispute regarding payment of**
maturity value under ULIP
policy
- 7. Amount of relief sought** : **--**
- 8. Date of hearing** : **22.07.2019**
- 9. Parties present at the hearing**
For the Complainant : **Absent**
For the Insurer : **Mr. G. Vinay Prakash**

AWARD

This is a complaint filed under Rule 13(1)b read along with Rule 14 of the Insurance Ombudsman Rules, 2017. The complaint is Dispute regarding payment of maturity value under ULIP policy. The complainant, Mr. A C George is the policyholder.

1. Averments in the complaint are as follows:

An Insurance policy was purchased by the complainant from the respondent insurer. No intimation was sent by the insurer prior to the maturity date. Now since the maturity date is over and being a Unit Linked Pension Policy, the insurer is willing to settle the amount by refunding only one third of the policy amount and balance to pension. The complainant states that he is badly in need of money and no reply was received for the letter sent to the grievance Cell. Hence, he has filed an appeal before this forum seeking direction to the insurer to pay the full amount to him.

2. The respondent insurer entered appearance and filed a self contained note. It is submitted that the complainant had taken a unit linked pension policy on 5.1.2008 with a premium paying term of 10 years and an annual premium of Rs. 50000/-. The policy was issued on the basis of duly signed proposal submitted by the complainant and the policy document was issued through speed post on 25.1.2008. It is further submitted that the complainant had received the policy document along with terms and conditions on 27.1.2008 and he never raised any issue within the "Free Look Period". As per the Personal Pension Plus Policy as obtained by the complainant, it is mandatory that an insurer has to issue an annuity policy for the 2/3rd sum of the maturity value and the remaining 1/3rd sum is to be paid to the complainant and hence Rs. 169534.52 was paid to the complainant being 1/3rd of the fund value and the remaining 2/3rd value of Rs. 339070/- was utilized for issuing an immediate annuity policy bearing number 21518753 valid from 18.4.2019; as the complainant consented and signed the application to transfer the funds to an immediate annuity policy vide application dated 18.4.2019.

3. I heard the respondent Insurer. The complainant was absent for the hearing, which was the second chance allowed for him. The respondent Insurer submitted that the company has acted as per the terms and conditions of the policy and the complaint is not sustainable.

In the result, an AWARD is passed for Dismissal of the complaint.

Dated this the 9th September 2019.

Sd/-
(POONAM BODRA)
INSURANCE OMBUDSMAN

AWARD NO. IO/KOC/A/LI/0115/2019-2020
PROCEEDINGS OF
THE INSURANCE OMBUDSMAN, KOCHI
(UNDER RULE NO. 13(1)b READ WITH RULE 14 OF
THE INSURANCE OMBUDSMAN RULES, 2017)
Complaint No. KOC-L-032-1819-0148
PRESENT: Ms. POONAM BODRA
INSURANCE OMBUDSMAN, KOCHI.
AWARD PASSED ON 09.09.2019

1. **Name and Address of the complainant** : **Mr. S Nagappan**
117-A1,Pournami,
Lucky Gardens, Karamana,
Thiruvanantharam - 695 002
2. **Policy Number** : **853922243**
3. **Name of the Insured** : **Mr. S Nagappan**
4. **Name of the Insurer** : **Max Life insurance Co. Ltd.**
5. **Date of receipt of Complaint** : **06.08.2018**
6. **Nature of complaint** : **Dispute on payment of maturity value**
7. **Amount of relief sought** : **--**
8. **Date of hearing** : **28.06.2019**
9. **Parties present at the hearing**
 - a) **For the Complainant** : **Mr. S Nagappan**
 - b) **For the Insurer** : **Mr. Akash Singh**

AWARD

This is a complaint filed under Rule 13(1)b read along with Rule 14 of the Insurance Ombudsman Rules, 2017. The complaint is Dispute on payment of maturity value. The complainant, Mr. S Nagappan is the policyholder.

1. Averments in the complaint are as follows:

Complainant is the policy holder of the respondent insurer. Annual premium amount of Rs 50000/-was paid under the policy without any default. It is stated that the complainant is a person with chronic disability and had taken the policy believing the assurances given by the agents and representatives of the company. According to him, the total period of the scheme was 6 years and the maturity date was fixed as 02.08.2017. Even though the complainant had raised the claim for full disbursement of maturity amount on medical Grounds and produced relevant treatment records, no action has been taken by the respondent to release the entire maturity amount. Even though he had represented to the insurer, no favorable reply was received. Now he has

approached this forum seeking direction to the insurer to disburse the full maturity amount of Rs 400000/-and 12% interest from the maturity date.

2. The respondent insurer entered appearance and filed a self contained note. It is submitted that the policy was issued to the complainant with policy enforced date 02.08.2011, annual premium Rs 49239/- and sum assured Rs 396226/-. The policy was issued after receipt of duly signed proposal form. Complete policy documents along with a letter dated 11.08.2011 were sent to the complainant by speed post which was received by him on 01.09.2011. It is further submitted that the third page of the policy document mentioning key features of the policy clearly indicates that premium payment term is 6 years and the policy term is 20 years. The policy document provides details regarding 'free look period' also. The policy holder can review the terms and conditions of the policy and if he disagrees to any of the conditions, he can return the policy stating the reasons within 15 days or 30 days(if the policy has been acquired through distant marketing) of receipt of the policy document. The complainant did not avail this option after receipt of the policy document or did not raise any concern when a welcome call for verification was made to him. He raised the complaint after 6 years. It is again submitted that if the complainant was dissatisfied with the said policy, he should have sent a written request to the insurer to cancel the policy within the free look period.

3. I heard the complainant and the respondent Insurer. The complainant submitted that while proposing for the policy, it was assured that the maturity amount would be paid at the end of 6 years. The respondent Insurer stated that the policy was issued on receipt of proposal form submitted by the complainant. The policy document with terms and conditions was also sent to the complainant in time and no complaint was raised at that time. The policy details were mentioned in the policy document which indicated premium payment term as 6 years and the policy term as 20 years.

4. Duration of coverage is 20 years as per the policy document. Policy enforced date is 02.08.2011. Last installment of premium due is given as 02.08.2016. The complainant requests for payment of maturity benefit after completion of 6 years. According to the insurer, the maturity benefit can be paid only after 20 years from date of commencement of the policy. However, as a service gesture, the company offered to refund the premium paid by the complainant as full and final settlement, which appears as a reasonable solution.

In the result, an award is passed, directing the respondent insurer to refund the total premium paid by the complainant, within the period mentioned hereunder. No cost.

As prescribed in Rule 17(6) of Insurance Ombudsman Rules, 2017, the Insurer shall comply with the award within 30 days of receipt of the award and intimate compliance of the same to the Ombudsman.

Dated this the 9th September 2019.

Sd/-
(POONAM BODRA)
INSURANCE OMBUDSMAN

**AWARD NO. IO/KOC/A/LI/0118/2019-2020
PROCEEDINGS OF**

**THE INSURANCE OMBUDSMAN, KOCHI
(UNDER RULE NO. 13(1)b READ WITH RULE 14 OF
THE INSURANCE OMBUDSMAN RULES, 2017)**

Complaint No. KOC-L-029-1819-0330

**PRESENT: Ms. POONAM BODRA
INSURANCE OMBUDSMAN, KOCHI
AWARD PASSED ON 09.09.2019**

- 1. Name and Address of the complainant** : Mrs. Rossy Poulouse
VII/74, Marekkadan House,
Kalarkuzhi kavala,
Mookkannoor P O, Ernakulam -
683 577
- 2. Policy Number** : 774498268
- 3. Name of the Insured** : Mrs. Rossy Poulouse
- 4. Name of the Insurer** : LIC of India
- 5. Date of receipt of Complaint** : 21.01.2019
- 6. Nature of complaint** : Dispute regarding maturity benefit
- 7. Amount of relief sought** : --
- 8. Date of hearing** : 22.07.2019
- 9. Parties present at the hearing**
 - a) For the Complainant** : Mrs. Rossy Poulouse
 - b) For the Insurer** : Ms. Sumam Mohan

AWARD

This is a complaint filed under Rule 13(1)b read along with Rule 14 of the Insurance Ombudsman Rules, 2017. The complaint is Dispute regarding maturity benefit. The complainant, Mrs. Rossy Poulouse is the policyholder.

1. Averments in the complaint are as follows:

Under Pol. No. 774498268 (Jeevan Saral) premium @ Rs. 4804/- per year was remitted for 15 years (Rs. 72060/-). On Maturity the amount receivable is quoted as Rs. 50545/- only. They have corrected in the policy document for maturity amount due from 1 lakh to Rs. 34620/-. Have approached this Forum to request action against the company and to get 1 lakh and other benefits.

2. The respondent insurer entered appearance and filed a self contained note. It is submitted that due to an inadvertent typographical error, the Maturity Sum Assured was not shown correctly in the Policy Bond. While printing the policy bond, instead of four types of sum assured only three types were printed and the Maturity Sum Assured was omitted to be printed instead of printing Rs.56,528/-. The death sum assured mentioned in the policy is correctly printed in the space provided therein, but the maturity sum assured was inadvertently omitted to be printed. As and when the omission was found out, the correct Maturity Sum Assured was intimated with detailed clarification, well before the maturity date. Maturity Intimation for Rs. 50545/- is sent to the complainant, but she has not submitted the Original Policy document and discharge receipt and hence payment is pending. Claim amount shown in the intimation letter is the correct value payable as per the terms and conditions of the plan.

3. I heard the complainant and the respondent Insurer. The complainant submitted that the total premium paid under the policy was Rs 72060/ and the maturity amount quoted by the insurer is only Rs. 50545/-. The respondent Insurer submitted that the omission of maturity value in the schedule of the policy was a typographical error. The maturity sum assured of Rs 34,620/- along with loyalty additions of Rs.15, 925/- is payable on maturity. Policy holder had taken loan of Rs.25, 000/- on the security of the Policy on 20.01.2015. The loan has since been repaid. As the Policy offers high risk cover being taken at the age of 55 yrs the maturity benefit will be less comparing to high death benefit offered.

4. However, the undersigned observed that the total premium paid under the policy amounts to Rs. 72,060/-, which is higher than the company quoted maturity amount of Rs. 50,545/-. The insurer's action of settling Rs. 50,545/- towards maturity claims is not justified on account of failure on the part of the insurer in not mentioning the maturity sum assured in the policy document. As the maturity amount payable is less than the total premium paid towards the policy, the refund of premium paid under the policy is appropriate in order to meet the ends of justice.

In the result, an award is passed, directing the respondent insurer to refund the total premiums paid towards the policy as maturity amount with interest at the rate of 8.25% on the net payable amount from the date of maturity till the date of payment, within the period mentioned hereunder. No cost.

As prescribed in Rule 17(6) of Insurance Ombudsman Rules, 2017, the Insurer shall comply with the award within 30 days of receipt of the award and intimate compliance of the same to the Ombudsman.

Dated this the 9th September 2019.

Sd/-
(POONAM BODRA)
INSURANCE OMBUDSMAN

AWARD NO. IO/KOC/A/LI/0121/2019-2020

**PROCEEDINGS OF
THE INSURANCE OMBUDSMAN, KOCHI
(UNDER RULE NO. 13(1)b READ WITH RULE 14 OF
THE INSURANCE OMBUDSMAN RULES, 2017)
Complaint No. KOC-L-029-1819-0329
PRESENT: Ms. POONAM BODRA
INSURANCE OMBUDSMAN, KOCHI.
AWARD PASSED ON 09.09.2019**

- 1. Name and Address of the complainant** : Mr. Rajesh P K
LKO House,
Kankavally Road,
P O Chovva,
Kannur - 670 006
- 2. Policy Number** : 796718079
- 3. Name of the Insured** : Mr. Rajesh P K
- 4. Name of the Insurer** : LIC of India
- 5. Date of receipt of Complaint** : 21.01.2019
- 6. Nature of complaint** : Delay in payment of maturity claim
- 7. Amount of relief sought** : --
- 8. Date of hearing** : 12.07.2019
- 9. Parties present at the**

hearing

**a) For the
Complainant**

: Absent

b) For the Insurer

: Mr. P. Baburaj

AWARD

This is a complaint filed under Rule 13(1)b read along with Rule 14 of the Insurance Ombudsman Rules, 2017. The complaint is Delay in payment of maturity claim. The complainant, Mr. Rajesh P K is the policyholder.

1. Averments in the complaint are as follows:

The complainant is holder of Policy numbered 796718079 which matured on 10.03.2018. He did not receive any intimation or reminder from LIC. On contacting the Branch office, a blank discharge form without mentioning the maturity amount was issued. On insistence, the bid amount Rs.108766/- was quoted. The claim form with bank details was submitted on 5.12.2018 and they made the payment on 6.12.2018. The actual due date of payment was 10.3.2018, but he received payment only on 6.12.2018-i.e., after 8 months delay. His request for penal interest was negated on the ground that discharge form was received only on 5.12.2018 and payment was made immediately on 6.12.2018. There are altogether 15 policies in the same address relating to his family members for whom regular notices for premium payments are received and hence, there is no issue with the address. LIC sends claim intimation well in advance by 2-3 months followed by various types of reminders. In his case, he did not receive any communication from LIC till the date on which he enquired. Agent also did not inform him. Being a single premium policy, it may have happened that the same was not mentioned in the maturity list. However, LIC has paid an amount of Rs.1604/- as unclaimed interest and this is inadequate for a big principal amount for a period of 8 months. The complaint is filed before this Forum for getting penal interest for delay in payment of claim.

2. The respondent insurer entered appearance and filed a self contained note. It is submitted that the policy taken by Shri Rajesh P.K. was a unit linked insurance plan (801-Wealth Plus) with term 8 years and single premium Rs. 80000/- commenced on 10.3.2010 and maturing on 10.3.2018. As per policy condition on the date of maturity policy holder will get the fund value for the highest NAV during the first 7 years or the NAV on the date of maturity whichever is higher. The highest NAV (@14.1508) during the first 7 years was on 11.2.2017 and the NAV as on date of maturity 10.3.2018 was Rs. 15.3493. Maturity amount was Rs. 108765.55 for number of units 7086.026, @15.3493 per unit.

From the records, it is found that module generated printed maturity intimation was sent to Mr Rajesh on 9.4.2018 by Kannur Branch-1 requesting to submit with original policy bond and bank account details to which the amount is to be credited. The

required forms were submitted by the policy holder on 5.12.2018 the office settled the claim on 6.12.2018 itself. Hence, it is very clear that there was no delay in settling the claim. Penal interest is payable only if payment is delayed even after submission of required forms. Here intimation was sent on 9.4.2018, but claim papers were submitted only on 5.12.2018 and payment was made on 6.12.2018. Hence the question of penal interest does not arise.

Since the claim was not settled within 6 months from the due date of maturity, the maturity amount is kept under the head “unclaimed & outstanding claims” with eligibility of getting 6.12% interest upto date of settlement from 10.6.2018 to 6.12.2018 – 87 days. Hence, on submission of claim forms the claim with eligible interest for unclaimed amount has been settled.

3. I heard the respondent Insurer. The complainant was absent, but had submitted a letter dated 5.7.2019 to condone his absence since he is employed in Bangalore and to decide the case in his absence. The respondent Insurer submitted that wealth plus policy is a ULIP policy and no advance claim intimation is generated. The policy had matured for payment in the month of March, 2018 and maturity intimation letter has been generated on 9th April, 2018. However, there was no evidence of follow-up done in the policy for claim payment and the claim amount was transferred to “unclaimed outstanding claims” account.

4. On consideration of the facts and circumstances of the case with the available evidence, it is clear that there was no follow-up done in the case for payment of maturity claim.

In the result, an award is passed, directing the respondent insurer to pay an amount of Rs. 6638/- being the penal interest @ 8.25% on the maturity amount of Rs. 108755/- from the date of maturity(10.03.2018) till the actual date of settlement of the claim(06.12.2018) less interest paid, if any, within the period mentioned hereunder. No cost.

As prescribed in Rule 17(6) of Insurance Ombudsman Rules, 2017, the Insurer shall comply with the award within 30 days of receipt of the award and intimate compliance of the same to the Ombudsman.

Dated this the 9th September 2019.

Sd/-
(POONAM BODRA)
INSURANCE OMBUDSMAN

**AWARD NO. IO/KOC/A/LI/0122/2019-2020
PROCEEDINGS OF**

**THE INSURANCE OMBUDSMAN, KOCHI
(UNDER RULE NO. 13(1)b READ WITH RULE 14 OF
THE INSURANCE OMBUDSMAN RULES, 2017)**

Complaint No. KOC-L-029-1819-0302

**PRESENT: Ms. POONAM BODRA
INSURANCE OMBUDSMAN, KOCHI.**

AWARD PASSED ON 09.09.2019

- 1. Name and Address of the complainant** : Mr. Scaria P D
Paramundayil, Melattur P O,
Malappuram. Pin - 679 326
- 2. Policy Number** : 790225180
- 3. Name of the Insured** : Mr. Scaria P D
- 4. Name of the Insurer** : LIC of India
- 5. Date of receipt of Complaint** : 21.12.2018
- 6. Nature of complaint** : Dispute regarding maturity value
- 7. Amount of relief sought** : --
- 8. Date of hearing** : 12.07.2019
- 9. Parties present at the hearing**
 - a) For the Complainant** : Mr. Scaria P D
 - b) For the Insurer** : Mr. P. Baburaj

AWARD

This is a complaint filed under Rule 13(1)b read along with Rule 14 of the Insurance Ombudsman Rules, 2017. The complaint is Dispute regarding maturity value. The complainant, Mr. Scaria P D is the proposer of Shri Sajith- the life assured.

1. Averments in the complaint are as follows:

The complainant has taken a policy numbered as 790225180 on 11.11.1987 for his son Sajit Kunjumon at the age of 4 for Rs. 250000/- and yearly premium being Rs. 6722.50 for a period of 31 years. The policy matured on 11.11.18 with maturity amount of 388000/-. The bonus for the policy is Rs128500/- which is very negligible. At the time of taking the policy, the agent had offered Rs.700000/- on maturity. If the premium of Rs. 6722/50 is deposited as a recurring deposit in a bank the amount would have been above 8 lakhs-with risk cover in certain banks. As per the RTI Reply received, in case of Plan 81(Children's Anticipated Plan) the policy participates in profits only from the date of vesting the policy on the life assured. The policy was issued after 45 days from the first payment. Terms and conditions were not made aware before issue of policy. If it was known that the policy acquires bonus only after it vesting, he would not have joined. He was not aware of deferred date and the same is not shown in the schedule. The maturity claim amount was also received late. Hence, the complaint has been filed before this Forum requesting for reasonable profit.

2. The respondent insurer entered appearance and filed a self contained note. It is submitted that the policy numbered 790225180 was completed at Nilambur Branch on the life of minor child Sajith by Shri Scaria, father of child as proposer for a term of 31 years. Basic sum assured Rs.250000/- and Bonus accrued Rs.138000/- amounting a total of Rs.388000/- has been paid to Life Assured on 18.12.2018 vide Cheque no. 0008226 dated 19.12.2018. Besides the maturity amount, an amount of Rs. 57141/- has also been paid as survival benefit on 17.11.2004 vide cheque no. 0416796 dated 19.11.2004 to the life assured as per the policy conditions which is also mentioned in the policy bond. The claim of the complainant may be rejected since all benefits mentioned in the policy bond have been made in time.

3. I heard the complainant and the respondent Insurer. The complainant submitted that the officials of the insurer contacted him to explain about the policy terms and conditions. He filed RTI application to find out that the policy started participating in profits only after vesting of the policy on the life assured attaining 21 years of age. The agent also did not disclose the actual conditions of the policy. The respondent Insurer submitted that the Policy in question is Anticipated Children's Policy where sum assured and bonus is payable on maturity.

4. On consideration of the facts and circumstances of the case with the available evidence, it is clear that there was delay in payment of maturity claim. However, the grievance of the complainant is that no officials of the insurer contacted him to explain the policy details of the policy.

5. In the result, an award is passed, directing the respondent insurer to pay an amount of Rs. 3245/- as penal interest @8.25% for the delay in settlement of claim, within the period mentioned hereunder. No cost.

As prescribed in Rule 17(6) of Insurance Ombudsman Rules, 2017, the Insurer shall comply with the award within 30 days of receipt of the award and intimate compliance of the same to the Ombudsman.

Dated this the 9th September 2019.

(POONAM BODRA)
INSURANCE OMBUDSMAN

**AWARD NO. IO/KOC/A/LI/0144/2019-2020
PROCEEDINGS OF**

**THE INSURANCE OMBUDSMAN, KOCHI
(UNDER RULE NO. 13(1)b READ WITH RULE 14 OF
THE INSURANCE OMBUDSMAN RULES, 2017)**

Complaint No. KOC-L-029-1920-0018

**PRESENT: Ms. POONAM BODRA
INSURANCE OMBUDSMAN, KOCHI.**

AWARD PASSED ON 23.09.2019

- 1. Name and Address of the complainant** : **Mr. Jose J
Chennackat Kunnel House,
Taliparamba,
Kannur - 670 141**
- 2. Policy Number** : **795196892**
- 3. Name of the Insured** : **Mr. Jose J**
- 4. Name of the Insurer** : **LIC of India**
- 5. Date of receipt of Complaint** : **18.03.2019**
- 6. Nature of complaint** : **Dispute regarding maturity value**
- 7. Amount of relief sought** : **--**
- 8. Date of hearing** : **06.08.2019**
- 9. Parties present at the hearing**
 - a) For the Complainant** : **Absent**
 - b) For the Insurer** : **Ms. S.V. Meera**

AWARD

This is a complaint filed under Rule 13(1)b read along with Rule 14 of the Insurance Ombudsman Rules, 2017. The complaint is Dispute regarding maturity value. The complainant, Mr. Jose J is the policyholder.

1. Averments in the complaint are as follows:

Complainant has taken JEEVAN SARAL policy No. 795196992 on 18.4.2007 where maturity sum assured was shown as Rs. 500000/-. Half yearly instalment premium of Rs. 12130/- has been paid regularly totaling Rs. 291120/- . Loan amount Rs. 67000/- and interest accrued Rs. 40461/- if deducted from Rs 291120/- I am eligible to get about Rs. 185000/-. However, on 10.12.2018 notice is issued by the company stating the maturity amount is only Rs. 39989/-, which is omitted to be printed. This amounts to gross violation of the terms and conditions of the policy. The reply received for representation filed with is not satisfactory. Hence, approaching this Forum to give directions to the company to pay back the entire amount of Rs. 291120-107461(67000+40461) =183659/- with 12% interest and cost.

2. The respondent insurer entered appearance and filed a self contained note. It is submitted that the policy taken by the complainant is a plan of assurance where maturity sum assured and death sum assured are different. The death sum assured and accident benefit sum assured were printed in the policy bond as Rs 5,00,000/- ,whereas the maturity sum assured was inadvertently omitted due to typographical error. As per policy conditions maturity sum assured along with loyalty additions, if any is the maturity benefit. The date of maturity of the policy was 28.03.2019. In this case the maturity sum assured of Rs 98,300/- along with loyalty additions of Rs.49, 150/- is payable on maturity. Policy holder had taken loan of Rs.67, 000/- on the security of the Policy on 27.05.2014. Interest on loan amounts to Rs.40, 461/- as on maturity of the Policy. Hence the total of loan & interest amounts to Rs. 1, 07,461/- .

It is informed to the claimant that total amount of Rs 39,989/- will be paid on 28.03.2019 on receipt of the original policy bond, Discharge Voucher and bank particulars. Since the policy holder has not submitted the necessary documents, the claim is not settled.

Whatever benefits actually eligible as per the terms and conditions of the policy at the inception of the policy will be payable on receipt of requirements i.e., original policy bond, discharge form, and NEFT mandate and that amount is communicated to the policy holder.

As the Policy offers high risk cover being taken at the age of 58 yrs the maturity benefit will be less comparing to high death benefit offered.

3. The Complainant was not present. I heard the respondent Insurer. The respondent Insurer submitted that the omission of maturity value in the schedule of the policy was a typographical error. The maturity sum assured of Rs 98,300/- along with loyalty additions of Rs.49, 150/- is payable on maturity. Policy holder had taken loan of Rs.67, 000/- on the security of the Policy on 27.05.2014. Interest on loan amounts to Rs.40, 461/- as on maturity of the Policy. Hence the total of loan & interest amounts to Rs. 1, 07,461/- is to be deducted from the maturity claim of Rs. 147450/- and only Rs 39, 989/- is to be paid as maturity claim. However, the undersigned observed that the total premium paid under the policy amounts to Rs. 2, 91, 120/-, which is higher than the company quoted maturity amount of Rs. 1,47,450/-. The insurer's action of settling Rs. 1,47,450/- towards maturity claims is

not justified on account of failure on the part of the insurer in not mentioning the maturity sum assured in the policy document. As the maturity amount payable is less than the total premium paid towards the policy, the refund of premium paid under the policy is appropriate in order to meet the ends of justice.

4. In the result, an award is passed, directing the respondent insurer to refund the total premiums paid towards the policy as maturity amount less loan and interest and to pay interest at the rate of 8.25% on the net payable amount from the date of maturity till the date of payment, within the period mentioned hereunder. No cost.

As prescribed in Rule 17(6) of Insurance Ombudsman Rules, 2017, the Insurer shall comply with the award within 30 days of receipt of the award and intimate compliance of the same to the Ombudsman.

Dated this the 23rd September 2019.

Sd/-
(POONAM BODRA)
INSURANCE OMBUDSMAN

AWARD NO.IO/KOC/A/LI/0146/2019-2020
PROCEEDINGS OF

THE INSURANCE OMBUDSMAN, KOCHI
(UNDER RULE NO. 13(1)b READ WITH RULE 14 OF
THE INSURANCE OMBUDSMAN RULES, 2017)

Complaint No. KOC-L-041-1819-0273

PRESENT: Ms. POONAM BODRA

INSURANCE OMBUDSMAN, KOCHI.

AWARD PASSED ON 23.09.2019

- | | |
|---|---|
| 1. Name and Address of the complainant | : Mr. P Stanley Williams
Beth-Shean, Mancha P O,
Nedumangad, Thiruvananthapuram
- 695 541 |
| 2. Policy Number | : 35037174403 |
| 3. Name of the Insured | : Mr. P Stanley Williams |
| 4. Name of the Insurer | : SBI Life Insurance Co. Ltd. |
| 5. Date of receipt of Complaint | : 30.11.2018 |
| 6. Nature of complaint | : Dispute regarding maturity value |

- 7. Amount of relief sought : --**
- 8. Date of hearing : 09.07.2019**
- 9. Parties present at the hearing**
- a) For the Complainant : Mr. P Stanley Williams**
- b) For the Insurer : Mr. Prasanth P.R.**

AWARD

This is a complaint filed under Rule 13(1)b read along with Rule 14 of the Insurance Ombudsman Rules, 2017. The complaint is Dispute regarding maturity value. The complainant, Mr. P Stanley Williams is the policyholder.

1. Averments in the complaint are as follows:

Complainant had obtained a ULIP policy from the respondent insurer. Since it did not perform well he closed it. Then an agent of the insurer and his manager visited his house and assured that if he invested Rs 1 lakh every year for 5 years, it would be doubled at the end of 6 years in addition to an extended life coverage for 3.5 lakhs and the loss incurred in the previous policy could be made good in such a way. Believing this, he joined the policy. He paid premium regularly. But, when he surrendered the policy, he received Rs 425621/- only. When he complained to the insurer, they tried to convince him by explaining the terms of the policy. When he informed that he was not interested in the extended life coverage, they offered Rs 96,663/- as an additional payment if he gives up the extended life coverage facility for which he did not agree. Now, he has approached this forum requesting to direct the company to settle the issue as promised at the time of inception of the policy.

2. The respondent insurer entered appearance and filed a self contained note. It is submitted that the policy was issued as per the duly signed proposal form received from the complainant. It was issued with a basic sum assured of Rs 350,000/-, annual premium of Rs 98077/- , term 5 years and date of commencement 13.05.2013. The original policy document was dispatched to the complainant through speed post on 14.05.2013. It is again submitted that if the policy holder was not satisfied with the terms and conditions as mentioned in the policy document, he had the option to return the policy under 'free look cancellation' clause. As per the clause, " If you have purchased the policy through a channel other than the distant marketing, you have 15 days from the date of receipt of this policy document to review the terms and conditions. If you are not satisfied, you can return the policy stating the reasons for objection". In the instant case, the complainant did not opt for Free Look cancellation and paid all the renewal premiums under the policy. On receipt of all premiums, maturity amount of Rs 425621/- was credited to his bank account on 10.05.2018. Apart from the maturity value paid, the complainant is entitled to receive the whole life

benefit also on completion of 100 years of age. It is further submitted that as a special case, the company was ready to cancel the whole life option and to pay additional value of Rs 96663/-to the complainant on receipt of documents; but the complainant had denied this offer. It is again submitted that the benefits under the policy are clearly stated in the policy document and the company has not assured any benefits other than what is mentioned in the policy and a person who asserts a fact should substantiate the same with documentary evidence and should prove it absolutely. It is also submitted that the company had paid the maturity benefit as per the terms and conditions of the policy and the policy bond, which is the evidence of the insurance contract, clearly provides the benefits payable under the policy.

3. I heard the complainant and the respondent Insurer. The complainant submitted that the amount assured by the company officials at the time of inception of the policy was not paid at the time of maturity. The respondent Insurer submitted that the benefits payable under the policy were clearly mentioned in the policy document which was sent to the complainant in time. The complainant did not raise any concerns at that time or avail the 'free look cancellation' option.

4. Benefits available under the policy are clearly stated in the policy document and the policy document was sent to the complainant in time. No discrepancy was pointed out by him at that time. The insurer paid the maturity benefit as per policy conditions. Since the insurer has acted as per the terms and conditions of the policy, I do not find any reason to interfere with the decision of the insurer.

In the result, an AWARD is passed for Dismissal of the complaint.

Dated this the 23rd September 2019.

(POONAM BODRA)
INSURANCE OMBUDSMAN

PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN, STATE OF WEST BENGAL, SIKIM, A&N ISLANDS
(UNDER RULE NO: 16(1)/17 of THE INSURANCE OMBUDSMAN RULES, 2017)
OMBUDSMAN :Shri K.B. Saha

CASE OF ASHA SHASHYAMOSREE CHAKRABORTY V/S LIC of INDIA

COMPLAINT REF: NO: 1) KOL-L-029-1718-1542

AWARD NO: IO/KOL/A/LI/0232 /2019-2020

1.	Name & Address of the Complainant	Ms Shyamosree Chakraborty 287, Ramkrishnapally, PO : Sonarpur, Dist : 24Pgs (S) Kolkata – 700150, WB
2.	Policy No: Policy Type/Duration/Period	424515388 DETAILS ARE IN THE TABLE

3.	Name of the Insured/LA Name of the proposer	Ms Shyamosree Chakraborty Self
4.	Name of the insurer	LIC of INDIA (Kolkata Suburban DO)
5.	Date of Repudiation	Not Applicable
6.	Reason for repudiation	Not Applicable
7.	Date of receipt of the Complaint	22-02-2018
8.	Nature of complaint	Dispute with regard to Maturity Claim amount
9.	Amount of Claim	Rs 31,675/- + Loyalty Addition
10.	Date of Partial Settlement	Not applicable
11.	Amount of relief sought	Rs 62,500/- + Loyalty Addition + Interest
12.	Complaint registered under IOR,2017	13 (1) (B)
13.	Date of hearing/place	22-07-2019 AT KOLKATA
14.	Representation at the hearing	
	• For the Complainant	Ms Shyamosree Chakraborty
	• For the insurer	Mr. Arun Kr.Patra, Manager (HI) & Mr. Siba Prasad Maity, A.O. (CRM)
15.	Complaint how disposed	BY CONDUCTING HEARING
16.	Date of Award/Order	16.09.2019

17) Brief Facts of the Case:Life Insurance Corporation of India

Pol No	L.A.	Plan	DOC	Premium (yly)	Term /PPT	1 st Comp /Representation to GRO of Ins. Co
424515388	Shyamosree Chakraborty	165	25-02-2005	Rs 3002/-	11/11 yrs	17-06-16/12-07-16

Plan / Policy table	: Jeevan Saral / 165
Date of maturity of policy	: 25-02-2016
Last due paid	: 25-02-2015
FUP of the policy	: 25-02-2016
Mode of premium payment	: Yearly
Maturity Benefit Sum Assured	: Rs 62,500/-(As printed on policy bond)
Status of all the six policies	: Fully Paid-up / Matured

The complainant has alleged the following:-

- That she had purchased the above policy from LIC of India, Kalyani branch office in the year 2010. The insurer had issued her the relevant policy bond according to which a Maturity Sum Assured amount of Rs 62,500/- along with Loyalty Additions was to be paid to her on maturity of the policy on 25-02-2016. As per the policy bond the annual premium under the policy was Rs 3002/- and the Premium Paying Term (PPT) as well as the policy term was eleven (11) years.
- That thereafter, as per contract, she has paid all the premiums due under the policy over a period of 11 years. But just three months before the date of maturity the insurer issued her letter dated 11-11-2015 wherein it was intimated to her that the correct Maturity Sum Assured (MSA) under the policy was Rs 31,675/- only and that due to technical problem a wrong MSA of Rs 62,500/- has been erroneously printed on the policy bond. They also requested her to submit the original policy bond at the insurer's Branch Office (BO) for effecting necessary correction on the bond.

- iii) That being aggrieved with the above act of the insurer, she intimated to the insurer vide letter dated 26-12-2015 that such a steep reduction in MSA and intimation of the same after accepting premium for 11 years is not at all acceptable to her. She demanded that she be paid the MSA of Rs 62,500/- which is actually printed on the policy bond
- iv) That in spite of the above, the insurer had sent her a Maturity Discharge Voucher (MDV) with request for duly filling up and submitting the same at their BO for processing her maturity payment. But as the MSA mentioned on the MDV was **only Rs 41969/- [MSA - Rs 31,675/- + Loyalty additions]**, she did not fill-up and submit the same.
- v) That even after repeated communications, as the branch authorities were not able to redress her grievance, she took up the matter with the GRO at the Divisional Office of the Insurer vide letter dated 13-07-2016. But the GRO, vide letter dated 08-08-2016, replied on similar lines and requested her to accept the maturity payment based on the corrected MSA. **In the reply letter the GRO expressed regret for printing of wrong MSA on the policy bond and explained that the Death Sum Assured (DSA) amount has got printed as the MSA due to technical problem.**

Being dissatisfied with the above reply of the GRO of the insurer, the complainant has now approached this forum for redressal of her grievance.

18) Cause of Complaint: Dispute with regard to Maturity Claim amount.

- **Complainant's argument:** In point No. 17 it is mentioned categorically.
- **Insurers' argument:** The findings of the Insurance Company on investigation of this case as mentioned in SCN are as follows:
 - (i) The Maturity Sum Assured of the Policy is calculated to be Rs.31,675/- as per terms and condition depending upon the age of the Life Assured and term of the Policy.
 - (ii) This was communicated to the complainant vide their letter dated 11.11.2015.
 - (iii) The LIC of India admitted that Death Sum Assured (DSA) was wrongly printed in place of Maturity Sum Assured (MSA) during early days of introduction of this Plan (Jeevan Saral). This fault was rectified in the system with corrective programme immediately on detection of this mistake. The already printed policy documents with faulty data were corrected by them on calling the documents from recipient policyholders. But this is one such few left out case where the rectification in MSA could not be effected.
 - (iv) This is being a maturity claim, they clarified that payment of DSA of Rs.62,500/- is not permissible in this case as per rules of the Corporation.

19) Reason for Registration of Complaint:- Scope of the Insurance Ombudsman Rules 2017 : Dispute with regard to Maturity Claim amount – 13 (1) (d) & (e)

20) The following documents were placed for perusal.

- i) Complaint letter
- ii) P – form
- iii) Policy Bond
- iv) Proposal papers (not provided)
- v) SCN (received on 05.02.2019)

21) Result of hearing with both parties (Observations & Conclusion):

During the course of hearing the complainant reiterated that maturity value of Rs.41,969/- i.e. the sum of MSA and loyalty addition as offered by the Insurer is not acceptable to her. She insisted on payment of MSA of Rs.62,500/- alongwith loyalty addition as mentioned in her Policy document because she would not have continued the policy if she was made aware of rectified MSA immediately after issuance of policy document.

The Insurer in their submission accepted the fact that there was lapse on their part to incorporate the Death Sum Assured in place of Maturity Sum Assured erroneously while printing the Policy Bonds of their Jeevan Saral (With Profit) Plan for a brief span of time during initial phase of introduction of the Plan. This was rectified in their system through corrective programming later on. They have communicated to the complainant about the mistake and the correct MSA vide their letter 11.11.2015.

They added that there are two defined Sum Assured for this Plan namely Death Sum Assured & Maturity Sum Assured as per the terms and conditions of Jeevan Saral Plan. All their policyholders of this Plan are getting maturity returns in terms of MSA as per predefined terms and conditions of this Plan. It is not permissible to settle the maturity claim of the complainant by paying the Death Sum Assured for this case only violating the established rules & regulations of the Corporation regarding this Plan applicable to all other policyholders just to compensate the lapse on their part in issuance of policy document with printing error.

AWARD

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

(i) There was certain lapse on part of the Insurer in mentioning the incorrect Maturity Sum Assure during issuance of Policy Bond. They should have been more careful regarding correctness of the data before issuance of Policy document.

(ii) The Insurer was not sincere enough to rectify this mistake by effective communication with the complainant in due time. More sincere and proactive approach on the part of Insurer was expected in rectification of the erred policy documents to remove confusion and unwelcome dissatisfaction from the mind of such policyholders.

(iii) However, the mistake was unintentional and the complainant was not deceived purposefully.

(iv) It is also noted that an amount of Rs.41,969/- (MSA of Rs.31,675/- + Loyalty Addition of Rs.10,294/-) is offered to the complainant as maturity benefit by the Insurer as per features of this Plan approved by IRDAI which is applicable to all other policyholders as well. The complainant was

not being deprived with any lesser maturity amount and as such there is no error in determining the maturity amount on part of the insurer.

Hence, the case is disposed of without providing any relief to the complainant.

The attention of the Complainant and the Insurer is hereby invited to the following provisions of Insurance Ombudsman Rules, 2017:

As per Rule 17(6) of the Insurance Ombudsman Rules 2017, the Insurer shall comply with the Award within 30 days of the receipt of the award and shall intimate the compliance of the same to the Ombudsman.

Dated at KOLKATA on 16th Sept,2019

K. B. Saha
INSURANCE OMBUDSMAN
FOR THE STATE OF WEST BENGAL, SIKKIM and A&N ISLANDS

PROCEEDINGS BEFORE
THE INSURANCE OMBUDSMAN,
STATES OF WEST BENGAL, SIKKIM
AND UT OF ANDAMAN & NICOBAR ISLANDS
(UNDER RULE NO: 16(1)/17 of
THE INSURANCE OMBUDSMAN RULES, 2017)
OMBUDSMAN – K. B. SAHA
CASE OF MR. SANTOSH KRISHNA BRAHAMACHARI
V/S

RELIANCE NIPPON LIFE INSURANCE COMPANY LIMITED

COMPLAINT REF: NO: KOL-L-036-1718-1562
AWARD NO: IO/KOL/A/LI/ 0247 /2019-2020

1.	Name & Address of the Complainant	Mr. Santosh Krishna Brahmachari, 86, Diamond Harbour Road, P.O.-Barisha, Kolkata- 700 008. West Bengal, Mob. No.-9830732653.
2.	Policy No: Type of Policy Duration of policy/Policy period	Pol. No.-19221812 Details of the policy are given in the Table below. ----do-----
3.	Name of the insured Name of the policyholder	Mr. Santosh Krishna Brahmachari -----do-----
4.	Name of the insurer	RELIANCE NIPPON LIFE INSURANCE COMPANY LIMITED.
5.	Date of Repudiation	N.A.
6.	Reason for repudiation	N.A.

7.	Date of receipt of the Complaint	06/03/2018--at the office of Ombudsman, Kolkata.
8.	Nature of complaint	Less payment of Maturity Claim
9.	Amount of Claim	92,567/-
10.	Date of Partial Settlement	18 / 08 / 2017
11.	Amount of relief sought	Rs.92,567 /-as per P- Form
12.	Complaint registered under Ins. Ombudsman Rules, 2017	13 (1) (a)
13.	Date of hearing/place	24.07.2019 AT KOLKATA
14.	Representation at the hearing	
	• For the Complainant	Mr. Santosh Krishna Brahmachari
	• For the insurer	Mr. Shabad Hussain, Zonal Risk Manager
15.	Complaint how disposed	BY CONDUCTING HEARING
16.	Date of Award/Order	16.09.2019

17) Brief Facts of the Case:--

The complainant alleged that he had been **settled less amount of Rs.92,567/- in respect of Maturity Claim** by the Ins. Co. though he paid all the premiums(6 yrs) as ought to have been paid under the policy.

He approached to the Corporate office of the Ins. Co. on 01/01/2018, which had been responded by them on 01/03/2018 explaining the details of the payment made under the policy no. 19221812 (Copy of the letter enclosed). Yet, he was not satisfied with the explanation of the insurer.

Ultimately, he brought his complaint before the office of the Hon'ble Ombudsman for redressal on 06/03/2018. The policy data could not be made available to this office by the complainant.

18) Cause of Complaint: Mis-selling of policy through misguidance

a) Complainant's argument :

Already briefed under point 17.

b) Insurer's argument:

SCN received on 22.07.2019 with the following submissions :

- i) Complainant never raised any question about policy conditions during the term of the policy though he/she was provided with the document in due time.
- ii) Complainant chosen a 6-year PT/PPT policy and started receiving SB from 2nd year onwards. Since the deposit was for 1 year only with the insurer the policy could not make any profit. However, it should be kept in mind that policyholder was under life cover all through the policy term and the objective of earning profit would have materialized if the amount remained invested for a longer duration.

19) Reason for Registration of Complaint: -

Scope of the Insurance Ombudsman Rules,2017, Rule –13 (1) (a)

20) The following documents were placed for perusal.

- a) Complaint letter to Ombudsman & to the Ins. Co.
- b) Copy of the Ins. Co.'s letter dt. 01/03/2018
- c) SCN

21) Result of hearing with both parties (Observation & Conclusion) :

Complainant's submission :

- i) Alleged to have got less maturity claim against the amount paid as premiums under the policy.
- ii) Agent of the insurer told him about the life cover and sizeable amount of return against investment.

Insurer's submission :

- i) Repetition of points as contained in SCN submitted by the insurer.

AWARD

Taking into account the facts & circumstances of the case and the submissions made by both the parties during the course of hearing, it is observed that insurer has paid the maturity claim amount to the complainant in accordance with the terms and conditions of the policy contract. Complainant's grievance about receiving of less maturity claim was explained and communicated by the insurer vide their letter dated 01.03.2018 & 23.03.2018.

Since there was no violation of policy conditions on the part of the insurer in paying appropriate maturity claim as per policy contract under Policy No. 19221812, no relief is provided to the complainant against his complaint lodged to this Forum.

The complaint accordingly is treated as disposed of.

22) The attention of the Complainant and the Insurer is hereby invited to the following provisions of the Insurance Ombudsman Rules, 2017.

As per Rule 17(6) of the said rules the Insurer shall comply with the Award within 30 days of the receipt of the award and shall intimate the compliance to the Ombudsman.

Dated at Kolkata, the 16th Sept., 2019

**K. B. SAHA
INSURANCE OMBUDSMAN
FOR THE STATES OF WEST BENGAL,
SIKKIM AND UT OF ANDAMAN & NICOBAR I_LANDS.**

**PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN,
MUMBAI (MUMBAI METRO & GOA)
(UNDER RULE NO. 16(1)17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
OMBDUSMAN – Shri MILIND KHARAT**

Complaint No.: MUM-L-029-1920-0078

Award No: IO/MUM/A/LI/O10 /2019-20

Complainant: Mr Sylvester Fernandes

Respondent: LIC of India

Name and address of the complainant	Mr Sylvester Fernandes, Mumbai
Policy No.	905826207
Name of Insured, DOB, Age at proposal	Mr Sylvester Fernandes, 1.2.1949/60 years
Name of the Insurer	LIC of India
DOC	14.2.2009
Premium mode	Monthly
Policy term	10 years
Premium	Rs.5104/-
Sum Assured	Rs.152950/-
Date of first complaint to GRO	4.2.2019
Date of receipt of the complaint at OIO	22.2.2019
Nature of Complaint	Maturity amount
Rule of Insurance Ombudsman Rules, 2017 under which the complaint was registered	13(1) (d)
Date of hearing/ place	12.9.2019 / Mumbai
Representation at the hearing	
a) For the complainant	Mr Sylvester Fernandes
b) For the Insurer	Mr Vikramkumar Arya
Complaint how disposed	By issuing the Award
Date of Award	25.9.2019

1. Contention of the complainant:

The complainant stated that he purchased the above policy in February, 2009, in his name. On maturity of the policy in February, 2019 he was shocked to know that he would be receiving Rs.2,10,007/- as against an amount of Rs.6,00,000/- that he paid by way of premium.

He has stated that at the time of taking the insurance policy, the agent informed him that he would receive the premium paid and in case of death the benefit amount would be Rs.12,50,000/-. He has also stated that LIC should have brought to his notice that this plan is a high-risk policy. He has requested the Forum to see that he gets his proper dues as his small savings are his only source at his present age of 70 years.

2. Contentions of the Respondent:

The Respondent contended that complainant purchased the above policy. He submitted the proposal form for the above policy. It may be worth mentioning here that LIC has various plans but the complainant had opted for this plan. For purchasing this plan, he went through various medical tests. Hence his submission that no confirmation is taken from him is not acceptable.

After acceptance of his proposal policy document dated 28.2.2009 was issued to him. In the policy document, the following are clearly mentioned in the schedule:

Maturity Sum Assured – Rs.1,52,950/-

Death Sum Assured – Rs.12,50,000/-

Accident Benefit Sum Assured – Rs.12,50,000/-

Throughout the Policy term he had death cover for the given Sum Assured of Rs.12,50,000/- plus Accident cover of Rs.12,50,000/- both the covers were assured and there is no question of 'gamble' as mentioned by the applicant.

The request of the complainant for refund of premium is unacceptable as the payment of an amount other than what is stated under the plan is against the interest of other policyholders and violates the core value of insurance.

The plan purchased by the applicant is a unique plan having good feature of the conventional plan and the flexibility of Unit linked plan. This plan contains **high death cover** which is 250 times of the basic monthly premium. Hence not related with age at entry and term of plan. The maturity sum assured is defined taking into account age at entry and term of the ;policy.

There is an auto cover of 1 year extended death cover available.

No surrender charge is applicable in case of full or Partial surrender.

The maturity Sum assured of Rs.1,52,950/- + Loyalty Addition of Rs.72,651/- equal to Rs.2,25,601/- is payable under the above policy.

The Respondents has also stated that Maturity value of one plan cannot be compare with other plan of LIC or plans of other insurer as benefit available in one type of plan may not be available in other plan.

3. Observations and conclusions:

The Forum observed that the complainant purchased the above policy and paid regular premiums for 10 years under the policy. As mentioned in the policy, on maturity he would receive maturity proceed of Rs.1,52,950/-.

It has been observed that the above Jeevan Saral Plan is a high risk plan which has high death benefit which is 250 times of the basic monthly premium irrespective of age and policy term. However, maturity proceeds are low based on the age at entry at the proposal stage and policy term.

It has been observed that the Respondents have calculated the maturity amount of Rs.1,52,950/- (as stated in the policy bond) plus Loyalty addition of Rs.72,651/-, totaling to Rs.2,25,601/- as the payout which is in accordance with the terms and conditions of the policy.

Therefore, considering the above, the Forum awarded as follows:

AWARD

Under the facts of the case the complaint made by the complainant Mr Sylvester Fernandes against LIC of India does not sustain and is disposed of accordingly. There is no other order for relief

It is particularly informed that in case the award is not agreeable to the complainant, it would be open for him, if he so decides to move any other Forum/Court as he may consider appropriate under the law of the land against the Respondent insurer.

The attention of the Insurer is hereby invited to the following provisions of the Insurance Ombudsman Rules, 2017:

- a. As per Rule 17(6) of the said rules the Insurer shall comply with the award within thirty days of the receipt of the award and intimate compliance of the same to the Ombudsman.
- b. As per Rule 17(8), the award of Insurance Ombudsman shall be binding on the Insurers.

Dated at Mumbai, this 25th day of September, 2019

(Milind Kharat)
INSURANCE OMBUDSMAN, MUMBAI

**PROCEEDINGS BEFORE THE INSURANCE OMBUDSMAN,
MUMBAI (MUMBAI METRO & GOA)
(UNDER RULE NO. 16(1)17 OF THE INSURANCE OMBUDSMAN RULES, 2017)
OMBDUSMAN – SHRI MILIND KHARAT**

Complaint No.: MUM-L-019-1920-0128

Award No: IO/MUM/A/LI/O1 /2019-2020

Complainant: Ms Maria Dsouza

Respondent: HDFC Life Insurance Company Ltd.

Name and address of the complainant	Ms Maria Dsouza/Mumbai
Policy No.	16474326
Name of Insured, DOB, Age at proposal	Ms Maria Dsouza , 25.11.1957/56 years
Name of the Insurer	HDFC Life Insurance Co Ltd
DOC	22.12.2013
Policy term	10 years
Total Premium	Rs.94,007/-

Date of receipt of the complaint at OIO	23.4.2019
Amount of relief sought	Surrender value
Rule of Insurance Ombudsman Rules, 2017 under which the complaint was registered	13(1)(b)
Date of hearing/ place	16.9.2019 / Mumbai
Representation at the hearing	
c) For the complainant	Ms Maria Dsouza
d) For the Insurer	Mr Nikunj Chikani
Complaint how disposed	By issuing the Award
Date of Award	25.9.2019

1. Contention of the complainant:

The Complainant purchased the above policy in the year 2013. She had purchased the policy in good faith, in the hope of appreciation of investment and life cover. On surrendering the policy, she was paid 1/3rd of the Unit Fund Value and for the balance amount, she had to compulsorily invest in the pension scheme of the Company. She did not wish to invest in the HDFC because of the low interest rate being offered.

She has requested the Forum to look into the matter and help her get the balance amount with interest from HDFC.

2. Contentions of the Respondent:

The Respondent purchased the above Pension Plus policy in 2003, She regularly paid premiums for 10 years and the policy matured on 22.12.2013. As per the policy terms and conditions, the total maturity value was Rs.1,40,308/-.

Post maturity, 1/3 of the maturity value, an amount of Rs.46,301/- was paid to the complainant and with the remaining 2/3 amount of Rs.94007/-, new Immediate Annuity plan policy bearing no. 16474326 was issued. The complainant started getting her annuities of Rs.6693/- per annum from December, 2014.

After 5 years, the complainant felt that the annuity amount of Rs.6693/- was too less and raised a request for full refund of the 2/3 vesting amount, which is not allowed.

However, by taking their HOD approval for FNU deviation, they agreed to cancel the policy and refund the entire 2/3 vesting amount to the complainant as a goodwill gesture. The final response accepting cancellation was sent to the customer on 22.10.2018.

Further, the Respondents informed the complainant in the final response that she will get her 2/3 vesting amount refunded excluding the annuities paid to her and as on 22.10.2018 the refund amount was Rs. 67,235 (**by excluding 4 annuity payments**).

The complainant agreed for the same and submitted the documents required for refund on 14.11.2018. Post which they informed the complainant that the refund will be processed on 27.11.2018 however instead of waiting for the same, complainant went to the branch and raised a surrender request and got to know that she will get Rs. 69,562 as the surrender value

(5th annuity payment was not paid to the complainant by that time) hence the surrender value was showing more than the balance premium amount.

The complainant later merged 2 scenarios, first where they accepted service gesture cancellation and offered the 2/3 vesting amount excluding the annuities paid and second where she placed a surrender request and got the surrender value to be more than what was offered as a gesture and presumed that she will get Rs. 69,562/- as the refund. However she agreed for full refund of the 2/3 vesting amount and not for the surrender value.

Further the 5th annuity was processed and paid to the complainant on 20.12.2018

Under the circumstances, as the entire amount was refunded it is submitted that the complaint is devoid of any substance and is without merit and is liable to be dismissed.

3. Observations and conclusions:

The Forum observed that the complainant purchased the above HDFC Personal Pension Super Plus plan and paid premiums regularly. As per the policy condition, on maturity 1/3(Rs.46301/-) of the maturity amount was paid to the complainant. For the balance 2/3 maturity amount a New Immediate Annuity policy was issued and annual annuity of Rs.6693/- was paid from December, 2014 every year.

After receiving 4 annual annuities, the complainant submitted her request in October, 2018 for full refund of the 2/3 vesting amount. Though the same is not allowed as per the policy conditions, the Respondents considered the request as a service gesture.

The complainant submitted the required document for refund on 14.11.2018 and in the meanwhile the Company paid the 5th annuity of Rs.6693/- due December, 2018.

The Forum observed that out of the total 2/3 amount, five annuities of Rs.6693/- each, plus the balance amount of Rs.60,542/- has been paid to the complainant.

The Forum observed that the Company accepted the request of the complainant to cancel the policy and refund the entire 2/3 vesting amount as a service gesture.

The Respondents have made the payout to the complainant in accordance with the terms and conditions of the policy. Therefore, the Forum does not find any valid ground to intervene in the decision of the Respondent. Hence, the following order:

AWARD

Under the facts and circumstance of the case, the complaint made by Ms Maria Dsouza against HDFC Life Insurance Co. Ltd. does not sustain.

It is particularly informed that in case the award is not agreeable to the complainant, it would be open for her, if she so decides to move any other Forum/Court as she may consider appropriate under the law of the land against the Respondent insurer.

The attention of the Insurer is hereby invited to the following provisions of the Insurance Ombudsman Rules, 2017:

- a. As per Rule 17(6) of the said rules the Insurer shall comply with the award within thirty days of the receipt of the award and intimate compliance of the same to the Ombudsman.
- b. As per Rule 17(8), the award of Insurance Ombudsman shall be binding on the Insurers.

Dated at Mumbai, this 25th day of September, 2019.

(Milind Kharat)
INSURANCE OMBUDSMAN, MUMBAI